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Title: **Philadelphia Division, Penn-Del-Jersey Chapter, National Electrical Contractors Association (Commercial) and International Brotherhood of Electrical Workers (IBEW), Local 98 (2000)**

K#: **8530**

Employer Name: **Philadelphia Division, National Electrical Contractors Association (commercial)**

Location: **PA, DE, NJ**

Union: **International Brotherhood of Electrical Workers (IBEW)**

Local: **98**

SIC: **1731**

NAICS: **23821**

Sector: **P**

Number of Workers: **2000**

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K 8530
2,000 workers
23 pp.

5/1/2000 – 4/20/2003

COMMERCIAL AGREEMENT

BETWEEN

THE PHILADELPHIA DIVISION

OF THE

PENN-DEL-JERSEY CHAPTER, N.E.C.A.

AND

LOCAL UNION 98

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

PHILADELPHIA, PENNSYLVANIA

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COMMERCIAL AGREEMENT

Agreement by and between the Philadelphia Division of the Penn-Del-Jersey Chapter, NECA and Local Union 98 of the International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Philadelphia Division of the "Penn-Del-Jersey Chapter, NECA and the term "Union" shall mean Local Union 98 of the International Brotherhood of Electrical Workers.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The Employers and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and Agreement herein contained, the parties hereto agree as follows:

The parties to this Agreement agree not to discriminate against any member because of race, creed, color, sex, religion, age or national origin.

ARTICLE I

EFFECTIVE DATE - CHANGES - TERM OF THE AGREEMENT

Section 1.01 This Agreement shall take effect May 1, 2000 and shall remain in effect until April 20, 2003 unless specifically provided for herein. It shall continue in effect from year to year thereafter, from May 1st through April 20th of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

(c) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) In the event that either party has given a timely notice of proposed changes and an Agreement has not been reached by the anniversary date to renew, modify or extend this Agreement or to submit the unresolved issues to the Council on Industrial Relations, either party may give the other party a ten (10) day written notice terminating this Agreement. The terms and

conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the parties may jointly submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decision shall be final and binding on all parties hereto.

Section 1.03 This Agreement shall be subject to change or supplement at any time mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW and the National Office of NECA for approval, the same as this Agreement.

Section 1.04 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement.
All such matters must be handled as stated herein.

Section 1.05 There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary.

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The council's decisions shall be final and binding on both parties hereto.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

ARTICLE II

EMPLOYERS' REQUIREMENTS AND RIGHTS

Section 2.01 (a) No member of Local Union 98, while he remains a member of such Local and subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

(b) Journeyman electricians or apprentices shall not work for Employers who are not parties to this Agreement or a separate Agreement containing the same terms as this Agreement. This does not apply to work performed under the terms of International Agreements or to regular maintenance work, or to an authorized salting program.

Section 2.02 (a) It is agreed that an employer is a person, firm or corporation employing at least one (1) journeyman continuously, who contracts to perform electrical work, or who has a bona-fide department for maintenance of an electrical installation.

(b) Maintains a permanent place of business with a business telephone, both open to the public during regular business hours. This place of business shall not be part of a domestic establishment.

(c) Maintains a financial status suitable to meet all anticipated payroll requirements, including withheld Municipal, State and Federal taxes.

(d) Effective 12:01 A.M., May 1, 2000, all Employers shall be required to furnish an Indemnity Bond of a Surety company authorized to do business in Pennsylvania on a form furnished by the Local Union, in accordance with the following scale:

A) Employers employing one (1) to fifty (50) men shall furnish a Fifty Thousand Dollar $50,000) Bond.

B) Employers employing fifty-one (51) to one hundred (100) men shall furnish a One Hundred Twenty-Five Thousand Dollar ($125,000) Bond.

C) Employers employing one hundred and one (101) or More men shall furnish a Two Hundred Fifty Thousand Dollar ($250,000) Bond.

In lieu of a Bond, the Employer may deposit in cash, the equivalent of a Bond amount in a designated Depository. Local Union 98, IBEW shall be designated the recipient of any monies dispensed by the Surety or Depository for the payment of wages, and allocations of monies to the various funds. Such Bond or cash account is to insure compliance with the payments of monies due as wages to Employees, and monies due the various funds to which the Employer is obligated to contribute under the terms of this Agreement, and for costs necessary in collecting said monies.

The Bond requirement shall be determined on each anniversary of this Agreement.

(e) Maintains in force insurance policies covering the requirements of Workmen's Compensation Acts, or other State or Federal statutes pertaining to the protection of workmen, and files with the Union certificates indicating such coverage.

Section 2.03 (a) All Employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of this Agreement. New Employees shall be required to become and remain members of the Union as condition of employment from and after the eighth (8th) day following the dates of their employment, or the effective date of this Agreement whichever is later. This shall not apply to seasonal help.

(b) The Employer agrees that the Union has the right to discipline its members for violation of its laws, rules and agreements.

(c) The Employer agrees to notify the Business Manager of the Union on forms furnished by the Union, of the receipt of all contracts secured within its jurisdiction.

(d) The Employer agrees to furnish monthly to the Union reports listing the names of the members of the Union employed, number of hours of employment and the gross earnings of each. In the event no members of the Union are employed in any month, reports shall be filed stating that fact. These reports shall be made available to the Labor-Management Committee.

(e) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any Employee, for an Employee to refuse to cross a lawfully established primary picket line, whether at the premises of another Employer or the Employee's own Employer.

(f) Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each Employee will be responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for by the Employer.

(g) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its local unions as the collective bargaining representative of his Employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of paragraph 2 of this Section shall be considered as dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

(h) Effective 12:01 A.M. January 23, 1980, in order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any devise or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the employer shall perform any work of the type covered by this Agreement, under its own name or under the name of another as a corporation, company, partnership, or any other business entity, including a joint venture, where the Employer, through its officers, directors, partners or stock holders, exercise either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work.

(i) The Employer agrees to furnish all equipment necessary to safely perform work within the jurisdiction of the electrical workers.

Section 2.04 (a) There shall be a Safety Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide, or within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary.

(b) All disagreements, or claims of violation of the Safety Rules which cannot be adjusted between the duly authorized representatives of the Union and Employer, shall be referred to this Committee for decision by majority vote.

(c) In the event the Committee is unable to render a decision by majority vote, or for any reason adjust the matter in dispute, it shall be referred to the Labor-Management Committee.

(d) The Employer agrees to and shall comply with all applicable provisions of the Safety Rules as submitted by the Safety Committee, and agreed to by the parties of this Agreement. Said Safety Rules set forth in a separate document or documents are hereby incorporated as part of this Agreement as if they were herein set forth at length.

(e) It is the Employer's exclusive responsibility to insure the safety of its Employees and their compliance with these Safety Rules and Standards.

Section 2.05 (a) The Employer shall provide a separate suitable place on all jobs for keeping or storing of Employees' clothing, and shall be held responsible for the loss of these by fire.

(b) The Employer shall provide a separate suitable place on all jobs for keeping or storing of Employees' tools, and shall be held responsible for the loss of these by fire or theft up to a maximum of $400.00.

Section 2.06 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to all Employers under this Agreement and the Union Hall shall immediately notify the NECA Chapter Manager of any such concessions.

Section 2.07 The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement in planning, directing and controlling the operation of all his work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all Employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all Employees to observe all safety regulations, and in discharging Employees for proper cause.

Section 2.08 Any outside firm doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than one non-resident Journeyman. When any complaint or dispute arises dealing with this question, any rules made by the International Office of the Union shall be accepted and put into effect.

Section 2.09 The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's employees authorize the Union to represent them in collective bargaining.

Section 2.10 The Employer agrees to participate in Prevailing Wage Surveys

ARTICLE III

CONTRIBUTIONS & PAYROLL DEDUCTIONS

N.E.B.F. - NATIONAL ELECTRICAL BENEFIT FUND (CONTRIBUTION)

Section 3.01 Effective 12:01 A.M. July 3, 1977, it is agreed that in accord with the National Employees Benefit Agreement entered into between the National Electrical Contractors Association and International Brotherhood of Electrical Workers on September 3, 1946, as amended, that unless authorized otherwise by the National Employees Benefit Board, the individual Employer will forward monthly to the designated local Secretary-Treasurer, an amount equal to three percent (3%) of his gross monthly labor payroll which he is obligated to pay to the Employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local Secretary-Treasurer not later than fifteen (15) calendar days following the end of each calendar month.

Individual Employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the local Secretary-Treasurer.

The failure of an individual Employer to comply with the applicable provisions of the National Employees Benefit Agreement shall also constitute a breach of this Labor Agreement.

N.E.I.F. - NATIONAL ELECTRICAL INDUSTRY FUND (CONTRIBUTION)

Section 3.02 Each individual Employer shall contribute an amount equal to one quarter of one percent (1/4 of 1%) of the productive electrical payroll, as determined by the Local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of an individual Employer.

LABOR MANAGEMENT COOPERATIVE COMMITTEE (LMCC)

Section 3.02 (A) The parties agree to participate in the Labor Management Cooperative Committee, or its successor, which is established under the authority of Section 6 (b) of the Labor Management Cooperative Act of 1978, 29 USC S175(a) and S302(c) (9) of the Taft-Hartly Act, 29 USC S186 (c)(9). The purposes of this committee are:

1. To improve communications between representatives of Labor and Management.

2. To engage in industry promotion and marketing activities.

The Committee shall function in accordance with, and as provided in the Articles and By-Laws of the Labor Management Cooperative Committee and the subsequent amendments thereto. Employers making contributions shall be entitled to participate therein, as provided in said Articles and By-Laws.

The Employers party to this Collective Bargaining Agreement shall contribute 1 percent (1%) per hour worked under this Agreement on a monthly basis with checks payable to the IBEW Local Union 98 Labor Management Cooperative Committee, due on or before the fifteenth (15th) day of the following month.

LOCAL UNION 98 HEALTH & WELFARE PLAN (CONTRIBUTION)

Section 3.03 Effective 12:01 A.M. May 1, 1992, the Employer agrees to and shall comply with all applicable provisions of the Trust Agreement, establishing the International Brotherhood of Electrical Workers, Local Union 98 Health and Welfare Fund, entered into December 15, 1953, as amended. The Trust Agreement provides for the payment of contributions monthly into the Trust Fund, which shall be known as the International Brotherhood of Electrical Workers, Local Union 98 Health and Welfare Fund, an amount equal to the amount specified in Appendix "A" (wage sheet).

LOCAL UNION 98 PENSION PLAN (CONTRIBUTION)

Section 3.04 (a) The Employer agrees to and shall comply with all applicable provisions of the Trust Agreement, establishing the Local Union 98, IBEW Pension Fund entered into September 1, 1961, as amended.

(b) The Local Union 98 Pension Plan shall be jointly administered by an equal number of individual Trustees appointed by the Employer and an equal number of individual Trustees appointed by the Union.

(c) Effective 12:01 A.M. Nov. 1, 1994, the Employer agrees to contribute for all Employees covered under the terms of this Agreement, an amount equal to 9.12% of his gross labor payroll paid to Employees in the bargaining unit represented by the Union under this Agreement.

LOCAL UNION 98 DEFERRED INCOME PLAN (CONTRIBUTION)

Section 3.05 (a) The Employer agrees to and shall comply with all applicable provision of the Trust Agreement, establishing the Local Union 98, IBEW Deferred Income Plan entered into July 4, 1983.

(b) The Local Union 98 Deferred Income Plan shall be jointly administered by an equal number of individual Trustees appointed by the Employer and an equal number of individual Trustees appointed by the Union.

(c) Effective 12:01 A.M. May 1, 2000, the Employer agrees to contribute for all Employees covered under the terms of this Agreement, an amount equal to twelve percent (12%) of his gross labor payroll paid to Employees in the bargaining unit represented by the Union under this Agreement.

APPRENTICE TRAINING FUND (CONTRIBUTION)

Section 3.06 (a) Effective 12:01 A.M. September 6, 1993, all Employers subject to the terms of this Agreement shall contribute two-percent (2%) of their gross monthly labor payroll for the purpose of maintaining the Apprenticeship and Training Program.

WORKING DUES (PAYROLL DEDUCTION)

Section 3.07 The Employer agrees to deduct and forward to Local #98's depository at First Union Bank c/o Welfare Fund Department - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

The Union agrees to save the Employer harmless from any action growing out of these deductions, commenced by any Employee, and assumes full responsibility for the disposition of the funds deducted once they have been received by the Union.

LOCAL UNION 98 VACATION PLAN (PAYROLL DEDUCTION)

Section 3.08 There has been established a National Electrical Contractors' Association - Local Union 98, International Brotherhood of Electrical Workers' Vacation Trust Fund, the rules and regulations and provisions for which are set forth in the applicable Trust Document:

(a) Each Employer shall withhold from the gross wages due each of his Employees covered by the Collective Bargaining Agreement a sum equal to four percent (4%) of said Employees' gross wages in a manner set forth and under the provisions of the Trust Agreement.

(b) Said Employer shall simultaneously, with the transmittal of these payments, transmit to the bank a transmittal form setting forth:

1. Social Security Number
2. Name of Employee
3. Individual Employees gross earnings
4. Total all Employees gross earnings

Section 3.09 (a) It is agreed that failure to pay wages, and/or other fringe benefits, without exception, as provided for in this Agreement by an individual Employer will be sufficient cause to having the temporary removal of electricians from such individual Employer, after being served seventy-two (72) hours notice, in writing, by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Local Employees' Benefit Board and the Local Union Benefit Funds.

(b) Contributions to the Local Union 98 Deferred Income Plan, Local Union 98 Health & Welfare Plan, Local Union 98 Pension Fund, Apprentice Training Fund, and deduction for the Local Union 98 Vacation Plan, shall be made in accordance with the applicable Trust document. All such contributions, as well as the working dues deduction, shall be sent to the designated depository. These payments must be received by or bear a U.S. Postal Service postmark on or before the 15th day of the month following the month in which the labor giving rise to the required payment was performed. All contributions or payments not received as stated herein shall be deemed delinquent and this delinquency shall result in the imposition of a ten percent (10%) penalty of the total contribution as well as interest at the rate of two percent (2%) per month, or portion thereof, of the total contribution until payment has been received.

Section 3.10 The following procedures will apply in the event of a delinquency:

1. Contributions and deductions must be paid or post-marked by the U.S. Postal Service by the 15th of the month following the month in which there was covered employment. Reports must be completed and returned each month regardless of whether there were covered hours of employment.

2. Any contributions and deductions not paid or post-marked after the 15th of the month are delinquent and shall be subject to the interest and damages provisions of 3.09 of the NECA Agreement. In addition:

(a) Any shortages on a report, plus interest and liquidated damages owed, must be paid by or postmarked by the U.S. Postal Service by the 15th of the month immediately following the receipt of the shortage notification or they shall be deemed delinquent and subject to the provisions below.

(b) Interest and liquidated damages assessments must be paid or postmarked by the U.S. Postal Service by the 15th of the month immediately following the receipt of the assessment or they shall be deemed delinquent and subject to the provisions below.

3. Any employer who has not paid any delinquent contributions or deductions by the first of the month following the month in which they were due shall be subject to any or all of the following actions:

(a) A lawsuit shall be immediately instituted in federal court or other appropriate forum. The Funds shall be entitled to recover the contributions and deductions, interest, liquidated damages and attorneys' fees and costs.

(b) Written notice pursuant to 3.09(a) of the NECA Agreement shall be sent to the delinquent employer that the employees shall be subject to removal after seventy-two hours unless the delinquent contributions and deductions are paid or a settlement agreeable to the Committee has been reached.

(c) Once the employer is deemed delinquent under these procedures, it shall pay contributions and deductions on a weekly basis, and shall continue until such time as the Committee determines that weekly payments are no longer necessary.

Section 3.11 With employee authorization, the Employer may voluntarily make a payroll deduction to be paid to the Local Union 98, IBEW Credit Union.

ARTICLE IV

WAGES AND HOURS

Section 4.01 (a) Eight hours shall be the daily working period, starting between the hours of 7:00 A.M. and 8:00 A.M., with a thirty minute lunch period.

(b) Five days shall be the regular work week, Mondays to Fridays, inclusive. The work week starts at 7:00 AM - 8:00 AM Monday.

OVERTIME, HOLIDAYS

Section 4.02 (a) Work performed on New Year's, Memorial, Independence, Labor, Thanksgiving, and Christmas Day shall be paid for at rates double those stated in Section 4.04(a). Holidays falling on a Sunday will be celebrated on Monday.

(b) Election Day shall be included and subject to the terms of Section 4.02(a) when notification has been given by either party to the Labor Management Committee. The Labor Management Committee will notify the employers and members of the Union in a timely manner and in any case, no less than one week in advance. Four - 10 hour days may be worked in exchange for Election Day.

(c) All hours worked, either prior to, or after the daily working period, Monday through Friday shall be paid at one and one-half (1-1/2) times the hourly rate*. All hours worked on Saturdays shall be paid at one and one-half (1-1/2) times the hourly rate*. All hours worked on Sunday's shall be paid at two (2) times the hourly rate*, until 7:00 AM Monday Morning.

* As stated in Section 4.04(a).

(d) Unless a continuous eight hour rest period is provided after overtime stops, overtime rates shall apply to all time worked after overtime starts, except as provided for in paragraph (e) of this Section.

(e) If a man works past midnight, the eight (8) hour rest period shall not be required on a one (1) day basis.

(f) Overtime will be allowed to be worked for tie-ins, cut-overs, emergency shutdowns, and repairs when specifically called for by project documents. All other overtime must be cleared by, the Business Manager.

SHIFTS

Section 4.03 (a) When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked.

(b) When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours.

(c) The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7-1/2) hours work.

(d) The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours work. Friday evening into Saturday morning is considered the 3rd shift of Friday @ 15%.

(e) A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

(f) There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for an hour worked. Example: Shift rate at overtime can not exceed double the straight time rate.

(g) There shall be no requirement for a day shift when either the second or third shift is worked. Any shift starting outside normal hours must be cleared by the Business Manager with a shift differential.

(h) At ten percent (10%) unemployment, the shift differential will be as follows:

Second Shift - 5%
Third Shift - 10%

At fifteen percent (15%) unemployment, the shift differential will be as follows:

Second Shift - $.25
Third Shift - $.50

Unemployment will be verified on the first working day of the month in the following months:

January
March
May
July
September
November

(i) Shift starting times shall be flexible in accordance with 4.01 (a).

Section 4.04 (a) The rates of wages for the hours and days stated in Section 4.01 (a) and (b) during the effective period of this Agreement shall be as hereinafter stated: (See Appendix "A")

(b) The Foreman's wage rates shall be as follows:

1. Foreman

On each job where two (2) to nine (9) men are employed for four (4) consecutive days, one of them shall be designated by the employer as Foreman, and shall receive a minimum of $2.00 more than the journeyman's rate.

2. General Foreman

On each job where ten (10) to twenty-two (22) men are employed for four (4) consecutive days, one of them shall be designated by the Employer as GENERAL FOREMAN, and shall receive a minimum of $3.50 more than the journeyman's rate.

3. Project Foreman

On each job where twenty-three (23) or more men are employed for four (4) consecutive days, one of them shall be designated by the Employer as PROJECT FOREMAN, and shall receive a minimum of $5.00 more than the journeyman's rate.

After the rate is established for the job, it shall remain until the number of men triggering that rate decreases and remains below a classification for a period of four (4) consecutive days. The rate of that classification shall then apply.

4. Sub-Foreman

Where twelve (12) men are employed on a job for four (4) consecutive days, one of them shall be designated by the Employer as Sub-Foreman and shall receive a minimum of $1.75 more than the journeyman's rate.

For each eleven (11) men above twelve (12) employed on a job for four (4) consecutive days, an additional SUB-FOREMAN shall be designated by the Employer, and shall receive a minimum of $1.75 more than the journeyman's rate. The Sub-Foreman rate shall expire for a journeyman when the number of men triggering this classification is reduced by six (6) or more men.

(c) No journeyman shall be appointed as a sub-foreman, foreman, general foreman or project foreman unless he has successfully completed a foreman training course approved by the NJATC and administered jointly by Local Union 98 and the JATC. 98 Journeyman electricians who have been

employed as foremen for a period of six months for an employer performing work in the jurisdiction of Local Union 98 prior to May 1, 1997; will not be required to complete a foreman training course all others must complete a foreman-training course.

Section 4.05 (a) Each weekly payroll period shall terminate at 12 midnight Sunday, and wages shall be paid in U.S. Currency or by check drawn on a local bank with Employer identification on check stubs, however, not more than three (3) regular work days wages may be withheld at any time.

(b) In the event that any Employer issues an uncollectible check, no further work shall be performed by members of the Union, until the sum involved has been made good, together with all added costs. Said Employer may be required to pay all wages due Employees in cash, cashier's check or certified check.

Section 4.06 (a) At least thirty (30) minutes notice shall be given of discharge or layoff and all wages due shall be paid in full at that time. Waiting time for wages, either on regular pay day, or upon discharge or layoff, shall be paid for at rates double those stated in Section 4.04(a).

(b) In the event of a firing, the employer may mail the payoff check to the union hall, no later than the end of the next business day.

Section 4.07 Initial period of employment shall consist of not less than four (4) consecutive hours.

Section 4.08 Unless Employees are instructed not to report for work at least two (2) hours prior to their regular designated starting time, and they so report, (except in cases where men report, when it should be obvious, by the exercise of reasonable judgment, that no work could be performed because of weather conditions) they shall be paid not less than two (2) hours straight time wages, regardless of whether or not any work has been performed. They shall remain for the two (2) hours unless excused by a proper representative of the Employer.

Section 4.09 Work performed in the jurisdiction of another Local Union having higher wage rates shall be paid for at the higher rate.

Section 4.10 (a) No traveling time shall be paid for traveling, either before or after working hours, to or from any job within the jurisdiction of the Union.

(b) When the Employee is required to travel from one job to another within the jurisdiction of the Union during working hours, the Employer shall pay full traveling time and all traveling expenses.

(c) When an Employee is employed outside the jurisdiction of the Union, at the request of the Employer, the Employer shall furnish or pay for all transportation and living expenses.

(d) When an Employee is employed outside the jurisdiction of the Union, at the request of the Employer, the Employer shall make all negotiated fringe benefits and deductions in accordance with the terms of the Agreement, the same as if the Employee is employed within the jurisdiction of the Union, except where Reciprocal Agreements exist.

ARTICLE V
GENERAL

Section 5.01 No Employee shall use any automobile, motorcycle, or other vehicle in a manner considered to be unfair to other Employees or against the interests of the Union.

Section 5.02 Journeymen and apprentices shall, at all times, have a sufficient number of tools to properly perform any work on which they are employed.

Section 5.03 Employees shall be held responsible for the Employer's tools and equipment, providing the Employer furnishes a tool box with proper lock or other safe place for the storing of such tools or equipment, and allows a reasonable time for such care.

Section 5.04 Employees shall install all electrical work in accordance with Municipal rules and code requirements, also the contract specifications, and in a safe and workmanlike manner.

Section 5.05 All pulling of wire or cable shall be done by hand, by manually operated winch or by such power drive as is within the jurisdictional rights of the I.B.E.W.

Section 5.06 On all jobs requiring five (5) or more journeymen, at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

Section 5.07 Job Stewards shall be appointed by the Business Manager of the Union from among the Employees on the job or in the shop and must be a Local Union 98 Journeyman. When a steward has been appointed to a job he shall remain on such job until the next to the last journeyman. Any reduction in force, which includes the Steward shall be cleared with the Business Manager. The decision of the Business Manager may be appealed to the Labor-Management Committee.

Section 5.08 There shall be no restrictions on the use of catalog items. This does not preclude the performance of electrical work by bargaining unit persons in an Employer's shop facility under the terms of this Agreement.

TEMPORARY WIRING

Section 5.09 (a) Temporary wiring shall be defined to include the installation and maintenance of all electrical work required or found necessary to be performed on any type of job wherein electricity is being used for productive construction purposes.

(b) Electrical workers employed under the terms of this Agreement and employed by an electrical contractor, who is signatory to this Agreement, shall install and maintain all temporary wiring.

(c) The installation and maintenance of temporary wiring shall, during all working hours, be the complete responsibility of the electrical workers employed under the terms of this Agreement.

(d) On new construction, renovation, alteration or modification, temporary light, power, and equipment shall be installed and

maintained by electrical workers covered under this Agreement. No work shall be performed outside of the regular working hours to maintain or repair this temporary light, power, or equipment unless it is specifically at the Employer's request. Such journeymen can be assigned to and shall perform any productive electrical work available.

Section 5.10 The inability of an Employee to safely perform his/her work functions due to the influence of drugs or alcohol shall be grounds for immediate dismissal from the shop and/or job site; and the Steward or Union shall be notified when such action is taken.

Section 5.11 With fifteen percent (15%) or greater unemployment for seventy-five calendar days the Labor-Management Committee will institute a Mandatory Vacation Program which will exclude supervision.

ARTICLE VI

STANDARD INSIDE APPRENTICESHIP LANGUAGE

Section 6.01 There shall be a Joint Apprenticeship and Training Committee (JATC) having three members representing the Penn-Del-Jersey Chapter of the National Electrical Contractors Association (NECA) and an equal number of three members representing Local Union 98 of the International Brotherhood of Electrical Workers (IBEW). This Committee shall make local standards in conformity with the National Apprenticeship and Training Standards for the Electrical Contracting Industry governing the qualifications, selection, education, and training of all apprentices. The JATC shall also be responsible for training Journeymen and others. The Local standards will be promptly agreed upon by the parties to this Agreement and shall be registered with the National Joint Apprenticeship and Training Committee and the appropriate State or Federal Apprenticeship Registration Agency.

Section 6.02 Members of the Joint Apprenticeship and Training Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member may be re-appointed.

The Committee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Committee shall meet at least once a month and also when called by the Chairman.

Section 6.03 (a) The Committee shall supervise all matters involving apprenticeship training in conformity with the provisions of this Agreement and the registered local Apprenticeship Standards. In case of a deadlock, the matter in dispute shall be referred to the parties to this Agreement for settlement. Any proposed change in this Agreement pertaining to Apprenticeship and Training should first be considered by the Committee for their recommendation before being acted upon by the parties to this Agreement.

(b) The Committee may establish or authorize a Joint Sub-committee to be similarly constituted and selected for authorized training programs other than apprentice training programs.

Section 6.04 (a) In order to provide diversity of training or work opportunities, the committee shall have full authority to transfer apprentices from one job or Employer to another. All apprentices must work for a minimum of two (2) employers during the course of their apprenticeship. All transfer and assignments for work shall be issued by the Committee and the business office be so notified.

(b) The Committee is hereby instructed and authorized to employ a full-time Training Director at such time as is possible and practical. The Committee shall delegate to the Director that responsibility and authority deemed necessary by the Committee.

Section 6.05 All apprentices must enter the program through the Committee. An apprentice may be removed from training at any period of apprenticeship for violation of Committee rules and policies. Such removal by the Committee cancels the classification of apprentice and the opportunity to continue on the job training (OJT) or classroom training.

Section 6.06 There shall be a minimum of six periods of apprenticeship. The first two periods, consisting of one-thousand OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training. The six periods are as follows:

Six Periods	OJT Hours	Related Training
1	0-1000	Satisfactory Progress
2	1000-2000	1st Year School Completed
3	2000-3500	2nd Year School Completed
4	3500-5000	3rd Year School Completed
5	5000-6500	4th Year School Completed
6	6500-8000	5th Year School Completed

Section 6.07 The Committee is authorized to and shall indenture sufficient new apprentices to provide for the availability of a total number of apprentices in the training area not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wireman who are normally employed under the terms of this Agreement.

An individual Employer shall employ only apprentices assigned by the Committee. No Employer is guaranteed any specific number of apprentices. The Committee will determine whether or not any individual Employer is entitled to an apprentice as well as the total number of apprentices to be assigned to the Employer.

The Committee shall allow each qualified Employer a ratio of one (1) first year apprentice to one (1) apprentice to three (3) Journeymen on any job or in any shop as shown below.

RATIO

1 Journeyman	1 Apprentice	
1 Journeyman	1 Apprentice	1 First Year Apprentice*
2 Journeymen	1 Apprentice	1 First Year Apprentice
3 Journeymen	1 Apprentice	1 First Year Apprentice
4 Journeymen	2 Apprentices	1 First Year Apprentice
4 Journeymen	2 Apprentices	2 First Year Apprentices
etc.		

* Denotes apprentice in his/her probationary period (1st or 2nd period).

The first person on a job shall be a Journeyman.

A first year apprentice, as used above, may be an indentured apprentice in his/her probationary period, or an unindentured employed from the pool of qualified applicants.

Unindentureds shall be replaced by first year indentured apprentices when they are available for assignment.

First year apprentices may perform all tasks assigned by a General Foreman, Foreman, and/or Journeyman; however, they shall not work on or near live voltage circuits or systems.

If unable to furnish a first year indentured apprentice in accordance with the allowable ratio, the JATC shall assign the next available individual who was interviewed but not selected from the pool of applicants. If such a list does not exist, an individual applicant who has met all basic requirements for apprenticeship shall be assigned to the employer.

If the supply of apprentices (3rd through 6th period) is exhausted, then first or second period indentured apprentices may be used on a temporary basis to fulfill the apprentice ratio until successive period apprentices become available to replace them.

The hours worked as an unindentured shall not be credited toward apprenticeship should they later be selected for apprenticeship. Only indentured apprentices shall attend or participate in related training activities. An individual shall not be employed as an unindentured for more than 2000 hours cumulative.

The only benefit plans in which first year apprentices and unindentureds shall participate are local Health and Welfare Plans, and N.E.B.F.

Section 6.08 An apprentice is to be under the supervision of a Journeyman Wireman at all times. Journeymen are not required to constantly watch the apprentice, but are to lay out the work required and permit the apprentice to perform the work on his/her own. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Only a sixth period apprentice shall be permitted to work alone on any job without direct supervision of a Journeyman/Wireman.

Section 6.09 The parties to this Agreement shall be bound by the Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby authorized to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 6.10 All Employers subject to the terms of this Agreement shall contribute two-percent (2%) of their gross monthly labor payroll for each hour worked by journeymen and apprentices above the 2nd period. This sum shall be due the Trust Fund by the same date as is their payment to the N.E.B.F. under the terms of the Employees Benefit Agreement.

INDIVIDUAL LETTER OF ASSENT-A

In signing this letter of assent, he undersigned firm does hereby authorize the Philadelphia Division, Penn-Del-Jersey Chapter, N.E.C.A. as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved Inside Commercial labor agreement between the Philadelphia Division, Penn-Del-Jersey Chapter, N.E.C.A. and Local Union 98, I.B.E.W. In doing so, the undersigned firm agrees to comply with, and be bound by, all of the terms and conditions contained in said current and subsequent approved labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the _____day of _____, 20___. It shall remain in effect until terminated by the undersigned employer giving written notice to the Philadelphia Division, Penn-Del-Jersey Chapter, N.E.C.A. and to the Local Union at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The Employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9 (a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with Orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the above Orders of Court shall be stayed, reversed on appeal, or otherwise nullified.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT - I.B.E.W.

Firm: _____

SIGNED FOR THE EMPLOYER

By: _____

Title: _____

Date: _____

SIGNED FOR LOCAL UNION 98, I.B.E.W.

By: _____

Title: _____

Date: _____

SIGNATURE PAGE

EFFECTIVE DATES: MAY 1, 2000 UNTIL APRIL 20, 2003

Signed for:

Philadelphia Division of the
Penn-Del-Jersey Chapter, NECA

BY: _____

_____

_____

_____

_____

Local Union 98,
International Brotherhood
of Electrical Workers of
Philadelphia, PA

BY: _____

_____

_____

_____

_____

Appendix A

COMMERCIAL

TYPE OF AGREEMENT

DIVISION:	Philadelphia	LOCAL UNION:	98, I.B.E.W.
BUSINESS MANAGER:	John J. Dougherty	TELEPHONE NO.	215-563-2274
ANNIVERSARY DATE:	April 20, 2003	FAX NO.	215-561-2168

		5/1/00	4/30/01	4/29/02
Journeyman Base Rate		$31.55	$32.95	$34.35
Health & Welfare	16%	5.05	5.27	5.49
Pension	9.12%	2.88	3.00	3.13
Deferred Income	12%	3.79	3.96	4.12
N.E.B.F.(Gross Payroll)	3%	.95	.99	1.03
Apprenticeship & Training	2%	.63	.66	.69
LMCC/Administrative Fund	1%	.31	.33	.34
N.E.I.F.	1/4 OF 1%	.08	.08	.09
TOTAL COST PER HOUR WITH LMCC/AF & NEIF		$45.24	$47.24	$49.24

SHOP & MAINTENANCE RATE AS PER AGREEMENT

Foreman	2 to 9 Men	$ 2.00	+	Journeyman's Base Rate
General Foreman	10 to 22 Men	$ 3.50	+	Journeyman's Base Rate
Project Foreman	23 Men & Over	$ 5.00	+	Journeyman's Base Rate
Sub-Foreman		$ 1.75	+	Journeyman's Base Rate

NOTE: RATES NOW INCLUDE ALL MEN ON JOB

APPRENTICE RATES:

First Period	30%	0 - 1000 hours	$ 9.47	$ 9.89	$10.31
Second Period	35%	1000 - 2000 hours	11.04	11.53	12.02
Third Period	40%	2000 - 3500 hours	12.62	13.18	13.74
Fourth Period	50%	3500 - 5000 hours	15.78	16.48	17.18
Fifth Period	60%	5000 - 6500 hours	18.93	19.77	20.61
Sixth Period	75%	6500 - 8000 hours	23.66	24.71	25.76

ADDITIONAL INFORMATION:

First & Second Period Apprentices will receive HEALTH & WELFARE and NEBF Benefits ONLY. Check with J.A.T.C. (215-567-6405) for all classifications.

CHECK OFFS:

4% - Vacation (Deducted on all classifications)

7% - Working Dues (Deducted on all classifications)

1 1/2% - Job Recovery Program (Deducted on Journeyman ONLY)

(revised 4/00)

GEOGRAPHICAL JURISDICTIONAL LINES OF LOCAL UNION 98, IBEW

Bucks County: In the area between the following lines.

1. Starting at the Delaware River and following the west limits of the Borough of Bristol, along the continuation of U.S. Highway 13 and under the Pennsylvania Railroad bridge to Route 09113, north on 09113 to Route 152, north along Route 152 to Hulmeville Road, east on Hulmeville Road to Route 344, north on Route 344 to the junction of Spurs 281 and 252, continue north on Spur 252 to Route 09028, west on 09028 to Route 152, north on 152 to TR 532, north on TR 532 to TR 113, north on TR 113 to TR 232 at Anchor Inn, northeast on TR 232 and continue northeast along Route 659 to Route 09060, west on 09060 to Route 402, north on 402 to the Borough line at the southwest corner of the Borough of New Hope. The Borough of New Hope is excluded.

2. Starting at the Delaware River and proceeding southwest along the Plumstead-Solebury and the Plumstead-Buckingham Township lines to Route 09064, northwest 09064 to U.S. Highway 611, south on 611 to the Spur of Route 270, northwest along the Spur to Route 397, southwest on 397 to Route 350, southeast on 350 to Route 395, southwest on 395 to Route 09069, southeast on 09069 to Route 09041, southwest on 09041 to the Montgomery County line.

Delaware County:

That portion east of a line following State Highway 320 from Montgomery County to Marple, then along the Springfield Road to Saxer Avenue, along Saxer Avenue to Powell Road, along Powell Road to State Highway 420 and continuing in a straight line to the Delaware River.

Montgomery County:

That portion southeast of a line following Lower State Road from Bucks County southwest to the Bethlehem Pike (U.S. Highway 309), south on Bethlehem Pike to the Penllyn Pike, Southwest on the Penllyn and Blue Bell Pikes to the Wissahickon Creek, southeast on the Wissahickon Creek to Butler Pike to North Lane near Conshohocken Borough, southeast on North Lane near to the Schuykill River and continuing southeast in a line to Spring Mill Road and southwest on Spring Mill Road to Delaware County.

Philadelphia County:

In its entirety.