



CBA eBOOK

IBEW Locals 102, 164, 400, 456

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IBEW Local 164

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Section I: Inside Construction Pattern Agreement

Inside Pattern Agreement

Preface

In this file you will find the revised version of three different pattern agreement guides and the Construction Wireman/Construction Electrician Addendum:

- (1) Inside Agreement;
- (2) Outside Agreement; and
- (3) Residential Agreement.

This revision replaces the 2008 version of the Pattern Agreement Guides. This year, as in the past the documents are provided in both PDF and Word formats. The PDF file is a secure document that cannot be changed; it can serve as a permanent reference. The Word files can be easily used in developing your local agreements.

The revisions include additional language to the explanation of Category I and II language located in the Foreword of the Guide, and minor typographical corrections.

All language changes are indicated by the insertion of a black bar to the left of those lines that have been changed both in the table of contents and affected article.

The Pattern Agreement Guides have been generally well-received and have led to the submission of better local agreements and more rapid internal analysis. Each guide includes a foreword consisting of definitions for Category I language, Category II language, Optional Language and common provisions, as well as information regarding the submission of agreements.

INSIDE - FOREWORD

Category I provisions, as identified in red in the Table of Contents and in the body of this Guide, are considered Standard Agreement Language by the IBEW International Office and NECA National. By joint recommendation and in written agreement, all Inside Construction Agreements between IBEW Local Unions and NECA Chapters must contain all Category I Language verbatim, i.e., no deviations or changes to these clauses are permitted. Likewise, the agreement may not contain language that is contrary to the intent of the Category I language or circumvents provisions contained in the Category I Language. Additional language that pertains to but does not conflict with the Category I language may follow the language, but is not to be inserted within the language. (This would also apply to Category II and any other verbatim language.) There are also several places where Alternate Language is provided. This Alternate Language is to be used in lieu of, and not in conjunction with, Standard Language.

Category II Language, as identified in blue, reflects provisions which the IBEW International Office recommends but which NECA National has not endorsed. These provisions need to be negotiated locally. If adopted, this language must be inserted verbatim into the collective bargaining agreement.

Optional Language, as identified in purple, is language that is acceptable to the IBEW International and NECA National, is approvable, and may be included in the agreement if the local parties agree. In some cases, language other than the particular language illustrated may be used; however, some of these clauses must be used verbatim.

Sections identified in **black text** are common provisions listed for local labor management consideration. They must be locally negotiated and agreed upon and may be used as provided or modified as determined by the parties.

IBEW Submission Requirements

Six original signed copies of the agreement must be sent to the International Office, Construction and Maintenance Department, for International review and approval. All submitted Agreements must be signed by both parties, including the local union Business Manager. Memoranda of Understanding and other “side agreements” must be submitted for informational purposes.

All Agreements must be submitted on standard letter-size (8.5”x11”) white paper, with black text, and accompanied by a copy of the agreement in Microsoft Word format on a 3-1/2” computer diskette or CD-ROM, an IBEW Form 105 (Agreement Information and Summary Form) and an IBEW Form 654 (Davis-Bacon Fringe Benefit Summary). A Davis-Bacon Form 654 is required for each state in which the agreement applies with all related counties identified. Do not refer to the body of the agreement to identify the counties. However, an attached list to Form 654 identifying the covered counties is acceptable. The Form 654 will be forwarded to the U.S. Department of Labor, Wage and Hour Division, with an I.O. approved agreement for each state, to facilitate the federal recording of your wage and benefit changes.

IBEW agreement approval will be withheld where:

- 1) Deviations exist from Category I and/or II Language, and/or deviations exist in certain Optional Language, and/or there are deviations from IBEW policies;
- 2) Provisions exist of questionable legality; and,
- 3) Provisions exist which are legally indefensible.

NECA Agreement Review Requirements

NECA bylaws require that at least four copies of the original signed agreements and amendments be sent to NECA national for review. All submitted agreements or amendments must be signed by both parties. Documents should be sent on standard letter-size (8.5”x11”) white paper, with black text, and we are asking that it be accompanied by a copy of the agreement in Microsoft Word format on a 3-1/2” computer diskette or CD-ROM. A Davis-Bacon Wage Modification Form must accompany the agreement or amendment. In addition, a Labor Agreement Summary Form must be enclosed for all agreements, except Inside.

Please Note: The IBEW® and NECA have jointly agreed to the meaning and intent of this document. We recognize that there are stylistic inconsistencies in the text, but this was the style in use at the time the various provisions were agreed to by the IBEW® and NECA and, therefore, these provisions are to appear in your agreement as shown in this Guide.

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IBEW® RECOMMENDED INSIDE CONSTRUCTION AGREEMENT GUIDE

Agreement by and between [the] _____ [Chapter of the National Electrical Contractors Association (NECA)] and Local Union No. _____, IBEW.

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] _____ - [Chapter of NECA] and the term "Union" shall mean Local Union No. _____, IBEW.

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

BASIC PRINCIPLES

The Employer 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 agreements herein contained, the parties hereto agree as follows:

ARTICLE I
STANDARD CIR

EFFECTIVE DATE/ CHANGES/GRIEVANCES/DISPUTES

Note: Use STANDARD CIR or MODIFIED CIR Language for Article I. Standard CIR Language is the preferred language endorsed by the IBEW International and NECA National.

MODIFIED CIR starts on page 11.

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect _____, 20____, and shall remain in effect until _____, 20____ unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from through _____ of each year, unless changed or terminated in the way later provided herein.

CHANGES:

Section 1.02(a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

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

(d). Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03. This Agreement shall be subject to change or supplement at any time by 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 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.

GRIEVANCES/DISPUTES:

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

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 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 members of the Committee, two 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. *In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.* (Note: **Italicized is optional and must be negotiated locally.**)

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.

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.

Section 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within _____ working days of its occurrence shall be deemed to no longer exist. (Note: **Italicized is optional and must be negotiated locally.**)

ARTICLE I
MODIFIED CIR
EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

Note: Use STANDARD CIR or MODIFIED CIR Language for Article I.

Note: The MODIFIED CIR Language is Alternate Language to the Standard CIR Language that would still qualify as Category I. The major difference between STANDARD and MODIFIED CIR Language is Section 1.02(d) where MODIFIED Language states that either party can terminate the agreement after serving the other party with a 10-day notice. Also, Section 1.02(e) of the MODIFIED language requires mutual agreement to submit interest arbitration issues to CIR for resolution. Grievances still may be heard at CIR by joint or unilateral submission. STANDARD CIR Language requires the parties to submit all unresolved issues in negotiations and grievances to CIR, jointly or unilaterally.

EFFECTIVE DATE:

Section 1.01. This Agreement shall take effect _____, 20____, and shall remain in effect until _____, 20____ unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from _____ through _____ of each year, unless changed or terminated in the way later provided herein.

CHANGES:

Section 1.02(a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b). Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c). The existing provisions of the Agreement, including this Article, 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, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR), either party or such an Employer, may serve the other 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 Chapter, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(f). When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee

to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(g). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03. This Agreement shall be subject to change or supplement at any time by 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 for approval, the same as this Agreement.

Section 1.04. During the term of this Agreement, 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.

GRIEVANCES/DISPUTES:

Section 1.05. There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select **the Union representatives and the Chapter** (*Note: In the case of independent agreements the word "Chapter" should be replaced by the word "Employer"*) **shall select the management representatives.**

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 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 members of the Committee, two 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.** *In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.* (*Note: Italicized is optional and must be negotiated locally.*)

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.

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.

Section 1.10. *Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within _____ working days of its occurrence shall be deemed to no longer exist.* (Note: *Italicized* is optional and must be negotiated locally.)

ARTICLE II
EMPLOYER RIGHTS/UNION RIGHTS

Section 2.01. Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing at least one Journeyman Wireman.

MANAGEMENT RIGHTS:

Section 2.02. 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.

FOREMAN CALL-OUT BY NAME: *(Optional Language)*

Note: This is Optional Language approved by the IBEW International and NECA National which may be utilized when an Employer wishes to call out a Foreman by name. This is current CIR pattern language. It is approvable, but alternate language may be negotiated and agreed upon at the local level.

Section 2.03. The employer shall have the right to call a Foreman by name provided:

- A) The employee has not quit his previous employer within the past two weeks.**
- B) The employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.**
- C) When an employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.**

WORKERS COMPENSATION INSURANCE:

Section 2.04. For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance, with a company authorized to do business in this state; Social Security; and such other protective insurance as may be required by the laws of the state in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

SURETY BOND:

Section 2.05(a). Each Employer shall furnish a surety bond in the amount of \$_____ to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The bond shall provide that it may not be terminated without 15 days prior written notice to the Employer and the Local Union.

(b). The Labor-Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents.

JOINT-VENTURE:

Section 2.06. Employers engaged in joint-venture jobs shall be considered as a new and separate individual Employer, with all rights herein as they apply to an individual participating Employer. There shall be no transfer of workers between a joint-venture and any or all of the Employers comprising the joint-venture.

UNION RECOGNITION:

Section 2.07(a). The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

(b). The Employer understands that the Local Union's jurisdiction—both trade and territorial—is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

WORK PRESERVATION:

Section 2.08(a). **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 device 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 on-site construction 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, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a 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.**

(b). **As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial**

Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

NON-RESIDENT EMPLOYEES: *(Portability)*

Section 2.09. An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

FAVORED NATIONS: *Note: The IBEW recommends that this language be omitted from all agreements with independent employers.*

Section 2.10. 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 the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.11. No individual connected with an employing concern as owner, manager, superintendent, or partner shall perform any manual electrical work.

Section 2.12. Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the Referral

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Section 2.13. No applicant or employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any electrical work.

Section 2.14. Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

UNION RIGHT TO DISCIPLINE MEMBERS:

Section 2.15. The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

APPOINTMENT OF STEWARDS:

Section 2.16. The Union has the right to appoint Stewards at any shop and/or any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of the faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union.

UNION JOB ACCESS:

Section 2.17. A representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

PICKET LANGUAGE:

Section 2.18(a). 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.

(b). 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.

Section 2.19. There shall be no limit on production of workers or restriction on the safe use of proper tools or equipment, and there shall be no taskwork or piecework.

TOOL LIST:

Section 2.20. Journeyman Wiremen shall provide themselves with the following tools:

(Note: This list is to be negotiated and mutually agreed upon by the local parties.)

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

Section 2.21. The Employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

Section 2.22. The refusal by an individual employee to install, service, or perform work on any sign, fixture, or other equipment which does not bear an IBEW Union Label will not be cause for discipline or discharge of such employees by his Employer nor shall the Union be deemed to have breached this Agreement thereby.

UNION SECURITY:

Section 2.23. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later. *(Note: This clause is not applicable where prohibited by law.)*

AGE-RATIO:

Section 2.24. **On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be 50 years of age or older.**

ANNULMENT/SUBCONTRACTING:

Section 2.25. **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 a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE III

HOURS/WAGES/WORKING CONDITIONS

HOURS: (*Workday/Workweek*)

Section 3.01(a). Eight hours work between the hours of 8 a.m. and 4:30 p.m., with 30 minutes for a lunch period between noon and 12:30 p.m. shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. The normal workday may be varied by no more than two hours by mutual agreement between the Union and the Employer.

FOUR 10-HOUR DAYS: (*Optional language*) *Note: This is the standard language utilized in CIR decisions. Alternative language may be negotiated and agreed upon at the local level.*

Section 3.01(b). The Employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 7 a.m. and 6 p.m., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of 1 ½ times the regular rate of pay.

OVERTIME/HOLIDAYS:

Section 3.02. All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. Sundays and the following holidays shall be paid at double the straight-time rate: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, _____ or days celebrated as such.

Section 3.03. No work shall be performed on Labor Day, except in case of emergency.

PAYDAY:

Section 3.04(a). Wages shall be paid weekly in cash or by payroll check on a local bank not later than quitting time on Friday and not more than three days' wages may be withheld at that time. Any worker laid off or discharged shall be paid his/her wages immediately. In the event the worker is not paid off, as provided above, waiting time at the appropriate rate shall be charged until payment is made. The

Employer will either pay the worker at the jobsite during regular working hours or allow sufficient time during regular working hours to report to the shop to receive payment.

DIRECT DEPOSIT: *(Optional language)*

Note: Alternative language may be negotiated and agreed upon at the local level.

Section 3.04(b). Employees may voluntarily allow for direct electronic deposit of wages on a weekly basis to the bank or credit union of the employee's choice. This manner of payment, once adopted, may not be changed except upon 14-day advance written notification between the employee and Employer with notification copied to the Union.

CLASSIFICATIONS/WAGES:

Section 3.05(a). The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN	\$
JOURNEYMAN TECHNICIAN	100% OF JOURNEYMAN WIREMAN RATE
FOREMAN	
GENERAL FOREMAN	

Note: The differential for other classifications, such as Foreman, may be expressed as either a percentage of the Journeyman rate or as a specific monetary amount.

(Note: USE EITHER SIX (6) PERIOD OR TEN (10) PERIOD LANGUAGE)

APPRENTICE WIREMAN – SIX (6) PERIODS

1ST PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE

(Note: Unindentured Wage Rates should be attached as an Appendix to the agreement.)

(ALTERNATE LANGUAGE - 10-6 MONTH PERIODS)

APPRENTICE WIREMAN - TEN (10) PERIODS

1ST PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE
7TH PERIOD	_____ % OF JOURNEYMAN WIREMAN RATE

8TH PERIOD _____ **% OF JOURNEYMAN WIREMAN RATE**

9TH PERIOD _____ **% OF JOURNEYMAN WIREMAN RATE**

10TH PERIOD _____ **% OF JOURNEYMAN WIREMAN RATE**

(Note: Unindentured Wage Rates should be attached as an Appendix to the agreement.)

FRINGES:

Section 3.05(b). In addition to the above hourly rates, payments shall be made as follows:

1. NEBF 3% of gross labor payroll. (Reference Section 6.01)
2. Health & Welfare Fund *(Alternative: Employee (or) Family Medical Care)*
3. Vacation Fund *Note: Fringes may be expressed as either*
4. Industry Fund *percent of the gross monthly payroll (or)*
5. NEAP *cents per hour for each hour worked or cents per hour for each hour paid.*
6. Local Union Pension
7. Supplemental Unemployment Benefit
8. Apprenticeship & Training
9. NLMCC 1 cent per labor hour worked (Reference Article IX)
10. National Electrical 401k Plan (If negotiated locally by the two parties)

TRAVEL TIME:

Section 3.06(a). No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workers are ordered to report on the job.

(b). The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses.

Section 3.07. When the employee is required to report to a job and required to change jobs during regular work hours, the Employer shall pay for traveling time and furnish transportation.

Section 3.08. When an employee must eat his meals on the job, arrangements shall be made for suitable protected quarters.

UNION DUES DEDUCTION:

Section 3.09. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—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 Bylaws. Such amount shall be certified to

the Employer by the Local Union upon request by the Employer.

RATIO OF FOREMEN TO JOURNEYMEN:

Section 3.10. On any job requiring two or more Journeymen, one shall be designated as Foreman by the Employer. An additional Foreman shall be designated by the Employer for each additional eight Journeymen required on the job. When two or more Foremen are required on any job, one shall be designated by the Employer as the General Foreman. Foremen on one job shall not work on another job except in cases of emergency. This does not apply to a Shop Foreman who may supervise jobs worked out of a shop.

SHOW-UP PAY:

Section 3.11(a). When workers report to the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive two hours' pay. Workers may be required to remain at the jobsite for the hours paid.

(b). When an applicant for employment is referred to an Employer and is rejected for employment, such applicant shall be reimbursed for expenses incurred in reporting to said Employer in an amount equal to two hours' pay at the prevailing rate as provided for in this Agreement.

(c). When workers report and are put to work, they shall receive pay for a minimum of four hours and shall remain on the job unless directed otherwise by the Employer.

SHIFT WORK:

Section 3.12. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. 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' work.

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 10% for seven and one-half (7 1/2) hours' work.

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 15% for seven (7) hours' work.

A lunch period of thirty (30) 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.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

SHIFT CLAUSE: *(Alternate Language #1)*

Note: This Alternate Language may be agreed upon by both parties, placed in the agreement verbatim, and is to be used in lieu of, not in conjunction with, the Standard IBEW/NECA Shift Work Language.

Section 3.12. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

SHIFT CLAUSE: *(Alternate Language # 2)*

Note: This alternate language is to be used where a reduced premium is necessary within the "Standard" format.

Section 3.12. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. 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' work.

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 _____ (an amount to be determined locally, not to exceed 10%) for seven and one-half (7 1/2) hours' work.

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 _____ (an amount to be determined locally, not to exceed 15%) for seven (7) hours' work.

A lunch period of thirty (30) 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.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

SHIFT CLAUSE: *(Alternate Language #3)*

Note: This alternate language is to be used where a reduced premium is needed within the "Alternate" format.

Section 3.12. When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus _____ (an amount to be determined locally, not to exceed 17.3%) for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus _____ (an amount

to be determined locally, not to exceed 31.4%) for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.13. All pipe shall be cut and threaded on the job. Where pipe cutting and threading machines are operated full time, such shall be operated by a Journeyman.

Section 3.14. The Employer agrees to provide a suitable place on the job for the storage of workers' tools and clothes. Heat will be provided when needed. In case of fire on the job, the Employer shall settle all fire loss for the benefit of himself and his employees. Employees required to work outside in rainy weather (only in case of emergency) will be furnished rain gear by the Employer. The Employer's job headquarters on every project must have a completely equipped Class A First Aid Kit at all times.

Section 3.15. The installation, maintenance, connecting, and repairing of all wiring for temporary lighting, heat, or power shall be done by workmen employed under the terms of this Agreement.

Section 3.16. Prefabrication of electrical materials, except standard catalogue items, shall be performed by workmen employed under the terms of this Agreement. Standard catalogue items do not include items made to the special specifications of the Employer or the customer.

Section 3.17. The Employer shall notify the Union 48 hours in advance of any layoff, whenever possible. Saturdays, Sundays,

and holidays are not included.

COPE DEDUCTION:

Section 3.18. The Employer agrees to deduct and transmit to IBEW/COPE an amount of \$_____ from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW-COPE.

These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Section 3.19. On days on which national or state elections are held, all workers covered by this Agreement who are eligible to vote shall be granted two hours time off to vote with pay between the hours of 2:30 p.m. and 4:30 p.m. This will not be applicable when reporting time is paid. In case of emergency, the Employer will be given the option to change the aforesaid hours in order to man the work.

ARTICLE IV
REFERRAL PROCEDURE

Section 4.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03. The Employer shall have the right to reject any applicant for employment.

Section 4.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her

home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

Note: The reference to electronically registered and electronically notified shall be done via the ERTS system already in place. Group I would start at the member's home local. When a member request Group I status in a new local the Business Manager of that new local would verify that the member meets the requirements as stated in the Category I language (no change). Notice would be sent to the new local ERTS administrator by the Business Manager, to enter the member as Group I in the new local. ERTS would then send notice to the former local and the member would sign off saying that he desired to move his Group I status and doing so voluntarily request removal from his former place on Group I at the former Group I local. The Business Manager shall notify the employer of an employee whose group status changes under this provision.

GROUP I (Alternate Language)

Note: The following is the only approvable Alternate Language to Category I - Group I - Referral Procedure language: Groups II, III, and IV are unchanged.

GROUP I. All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business

manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

Note: The reference to electronically registered and electronically notified shall be done via the ERTS system already in place. Group I would start at the member's home local. When a member request Group I status in a new local the Business Manager of that new local would verify that the member meets the requirements as stated in the Category I language (no change). Notice would be sent to the new local ERTS administrator by the Business Manager, to enter the member as Group I in the new local. ERTS would then send notice to the former local and the member would sign off saying that he desired to move his Group I status and doing so voluntarily request removal from his former place on Group I at the former Group I local. The Business Manager shall notify the employer of an employee whose group status changes under this provision.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the collective bargaining agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one year.

Section 4.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of

such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

Section 4.09. "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10. An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 4.11. The Union shall maintain an "Out of Work List" (*Alternative: Available for Work List*) which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Note: This Category II Language is to be utilized when a Local Union wants a provision for applicants to re-register every 30 days.

Section 4.12. An applicant who has registered on the "Out of Work List" (*Alternative: Available for Work List*) must renew his application every 30 days or his name will be removed from the List.

Section 4.13. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.14(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of

their place on the "Out of Work List" (*Alternative: Available for Work List*) and then referring applicants in the same manner successively from the "Out of Work List" (*Alternative: Available for Work List*) in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

Section 4.14(b). An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three* business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list. **The parties may extend this time period up to a maximum of two weeks if necessary.* (Note: Italicized is optional and must be negotiated locally.)

Section 4.15. The only exceptions which shall be allowed in this order of referral are as follows:

(a). When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b). The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.17. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its

business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its

decisions shall be in accord with this Agreement.

Section 4.18. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

REVERSE LAYOFF:

Note: This Category II language provides that employees be laid off from the highest Referral Group first, then the next group follows. Group I applicants would be laid off last.

Section 4.21. When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a). Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this group, then those in Group II, and then those in Group I.

(b). Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

(c). Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in paragraph (a) above.

Worker Recall: (Optional Language)

“This is Optional Language that is approvable by the IBEW and recommended by NECA for use when the local parties agree to adopt a “Journeyman Recall” provision in their local agreement. Where adopted locally, this language will eliminate furloughs. To be approved, any language must include the following provisions:

- 1) Recall applies only to individuals who have actually worked for the employer,*
- 2) The affected employee must be on the referral book or, if a classification other than journeyman, such as CW/CE, available for assignment,*
- 3) The recall provision will apply to the immediate past employer and/or any previous employer that the individual is eligible for unemployment benefits chargeable to that employer, and*
- 4) The recall period cannot exceed the period of time for which an individual is eligible for unemployment benefits chargeable to that employer. NOTE: This time period may vary by state.*
- 5) The recall provision cannot include apprentices.*

Section 4.22. An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

The former employee is in the highest level Group on the referral list containing applicants available for work, regardless of the individual's position on the list; or, if the former employee is a CW/CE, he or she is available for assignment regardless of the individual's position on the list;

(NOTE: The local parties may designate a classification other than CW/CE if appropriate under the particular agreement.)

The recall is made within 30 days from the time of layoff;

(NOTE: The local parties may negotiate a shorter or longer period of recall, provided the recall period does not exceed the standard eligibility period for receiving unemployment benefits in their state .)

The former employee has not quit his most recent employer under this agreement within the two weeks prior to the recall request; And the former employee is not an apprentice.”

(NOTE: The parties may adopt a different time frame.)

ARTICLE V
STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

Section 5.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3 or 4) _____ year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship.

The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 5.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An

active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

**Section 5.12. Each job site shall be allowed a ratio of ____ apprentice(s) for every ____ Journeyman Wiremen(man) .
*(Note: The local parties will determine the job site ratio; however, the ratio shall not be less than two apprentices for every three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)***

Number of Journeymen	Maximum Number of Apprentices/ Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship 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 empowered 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 5.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: _____. (*percent of the gross monthly payroll*) – (*or*) – (*cents per hour for each hour worked or cents per hour for each hour paid.*) This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

**ARTICLE VI
FRINGE BENEFITS**

NEBF:

Section 6.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his 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 appropriate local collection agent.

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

HEALTH AND WELFARE: (*Alternative: EMPLOYEE – or –FAMILY MEDICAL CARE*)

Section 6.02. The individual Employer shall contribute and forward monthly to the Local Union _____ Health and Welfare Trust Fund an amount equal to (_____ % of his gross monthly labor payroll) (or) (_____ cents for each hour ____)* which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Health and Welfare Agreement and Trust. *Note: *Use either a percentage of gross monthly labor payroll or cents per hour for each hour worked or cents per hour for each hour paid.*

VACATION:

Section 6.03. The individual Employer shall contribute and forward monthly to the Local Union _____ Vacation Trust Fund an amount equal to (_____% of his gross monthly labor payroll) (or) (_____ cents for each hour _____)* which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Vacation Agreement and Trust. ***Note: *Use either a percentage of gross monthly labor payroll or cents per hour for each hour worked or cents per hour for each hour paid.***

DEFAULT ON REQUIRED PAYMENTS:

Section 6.04. Individual Employers who fail to remit as provided in Sections 6.02 and 6.03 shall be additionally subject to having this Agreement terminated upon 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 made.

NATIONAL ELECTRICAL ANNUITY PLAN (NEAP): (Optional Language)

Note: Adoption of NEAP is subject to local negotiations and agreement. If the following fund is utilized, this language must be verbatim.

(Note: Regarding contributions; Use the first phrase if the contribution amount is the same for all bargaining unit employees and use the other two phrases if the contribution amount differs by classification. If the contribution amounts differ, either list the classifications and contribution amounts below or refer to the section of the Pattern Agreement Guide where NEAP is listed (Article 3.05B.)

Section 6.05. It is agreed that in accord with the IBEW–District Ten–NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual employer will forward monthly to NEAP's designated collection agent (an amount equal to _____) (or) (the amount set forth below) (or) (the amount set forth in section _____) (the contribution obligation) together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement

terminated upon 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 appropriate collection agent.

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

SUPPLEMENTAL UNEMPLOYMENT BENEFIT:

Section 6.06. The individual Employer shall contribute and forward monthly to the Local Union _____ Supplemental Unemployment Benefit Fund an amount equal to (_____% of his gross monthly labor payroll) (or) (_____cents for each hour _____)* which he is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the Trustees. The payment and payroll report shall be mailed to reach the Trustees or their designated agent not later than 15 calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Supplemental Unemployment Benefit Agreement and Trust. ***Note: *Use either a percentage of gross monthly labor payroll or cents per hour for each hour worked or cents per hour for each hour paid.***

FRINGE BENEFIT REMEDIES:

Section 6.07(a). The failure of an individual Employer to comply with the provisions of Sections 6.01 through 6.06 shall also constitute a breach of this labor agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contribution to such funds which have resulted from the violation.

(b). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with Subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus costs of the litigation which have resulted from the bringing of such court action.

ADMINISTRATIVE MAINTENANCE/RECEIVING TRUST FUNDS: (STATEMENT)

*Note: Funds of this nature come in many varied forms. As such, the IBEW has established the following criteria that **must** be met in order for such a fund to be approved.*

Within the contract clause establishing the Administrative Maintenance/Receiving Trust Fund, the following needs to be clearly stated:

- 1) *the fund is to be administered solely by the Chapter or employers;*

- 2) *the fund may not be used in any manner detrimental to the Local Union or the IBEW; and,*
- 3) *the enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Chapter or Employers and not the Local Union.*

ARTICLE VII
NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

Note: This Category I Language is not required in non-NECA Bargaining Agreements. Employers who are not members of NECA are not participants in this Industry Fund per their Letter of Assent language.

Section 7.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each 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 the individual Employer.

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Note: The Local Union and NECA Chapter should consult legal counsel regarding the requirements for establishing and maintaining a Local LMCC.

Section 8.01. The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communications between representatives of Labor and Management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- 3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- 6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- 9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03. Each employer shall contribute _____ . Payment shall be forwarded monthly, 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. The _____ Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01. The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- 9) to enhance the involvement of workers in making decisions that affect their working lives; and

10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, 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. Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 9.05. The 1 cent-per-hour contribution for the National LMCC is to be paid from the Local LMCC Fund. There will be no increase in the wage/fringe package for this contribution.

ARTICLE X

SAFETY

Section 10.01. There shall be a Joint Safety Committee consisting of three members representing the Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable federal or state laws. Such rules and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 10.02. It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 10.03. Members of the Joint Safety 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 Chapter 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 is eligible to succeed himself.

Section 10.04. Neither the Union, nor any member of the Committee, nor any employee representative performing safety- or health-related functions under this Agreement, shall be liable to any Employer, to any employee, or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

Section 10.05. Two Journeymen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages. Journeymen shall be used in assisting a Journeyman Wireman while splicing cable.

Section 10.06. Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two conductors or between any conductor or ground unless assisted by one Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volts.

Section 10.07. No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

Section 10.08. The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

Section 10.09. The safe work practices that are in effect on utility company property that are more stringent than those in this Agreement shall apply to work performed on that property under the terms of this Agreement.

EMPLOYER'S RESPONSIBILITY:

Section 10.10. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE XI
SUBSTANCE ABUSE

*Note: The following language is the **only** language to be included in the Collective Bargaining Agreement, verbatim, regarding Substance Abuse.*

Section 11.01. The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII
CODE OF EXCELLENCE

*Note: The following language is the **only** language to be included in the Collective Bargaining Agreement, verbatim, regarding the Code of Excellence. Details of the local Code of Excellence program are to be maintained in a separate document.*

Section 12.01. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIII
NATIONAL ELECTRICAL 401K PLAN

(Note: The following language is optional and must be negotiated locally. If utilized, must be verbatim.)

Section 13.01___. It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust (“Agreement and Trust”) as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan (“NEFP”).

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP’s electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)’ trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement. The individual Employer hereby accepts, and agrees to be bound by, the Agreement and Trust.

An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. An individual Employer who fails 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 appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Agreement and Trust shall also constitute a breach of his labor agreement.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

GENDER LANGUAGE

Whenever the male gender is used in this Agreement, the female gender is also intended.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW®

SIGNED:

(NAME OF CHAPTER)

BY _____

TITLE _____

DATE _____

SIGNED:

LOCAL UNION _____, IBEW®

BY _____

TITLE _____

DATE _____

Section II: Portability

Non-Resident Employees (Portability)

Agreement on Employee Portability

Q & A for IBEW-NECA Agreement On Employee Portability

New Jersey Option to the National Portability Agreement

Non-Resident Employees (Portability) **(CAT I Language)**

An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs and assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a Local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Local 102

Article II, Section 12

Local 164

Article II, Section 09(e)

-AND-

Appendix "E" - MOU for Apprentices on Prevailing Wage Work (Not CAT I Language):

When indentured apprentices are not available from Local 164's JATC within two (2) business days of the contractor's request, the contractor shall be allowed, upon notification to Local Union 164, to port in apprentices who are currently in their employ from other Local Union jurisdictions. This is job specific and the apprentices that are ported into Local 164's jurisdiction may not be transferred to another project within Local 164's territory without the Local's approval. The apprentices brought in through portability must be removed when they are replaced by apprentices referred from Local 164's JATC regardless of that apprentice's pay scale.

The apprentices brought into Local 164 through portability must be cleared into Local 164 as per the Agreement on Employee Portability and must be in compliance with the IBEW Local 164 Drug and Alcohol Policy.

Local 400

Article II, Section 07

Local 456

Article II, Section 02(b)

-AND-

Memorandum of Understanding for Apprentices on Prevailing Wage Work (Not CAT I Language)

When indentured apprentices are not available from Local 456's JATC within two (2) business days of the contractor's request, contractors shall be allowed, upon notification to Local Union 456, to port in apprentices currently in their employ from other Local Union jurisdictions. This is job specific unless agreed to by Local Union 456.

Those apprentices brought in through portability must be removed when they are replaced by apprentices referred from Local 456's JATC regardless of that apprentice's pay scale.

Agreement on Employee Portability

This revised agreement, between the International Brotherhood of Electrical Workers ("IBEW") and the National Electrical Contractors Association ("NECA"), shall become effective on January 1, 1997. This agreement shall apply throughout the United States, and, except as provided in paragraph 3, it shall supersede any inconsistent provisions of agreements between Local Unions of the IBEW and Chapters of NECA.

The IBEW and NECA agree as follows:

1. A contractor who is a member of NECA and who is bound by a collective bargaining agreement between one IBEW Local Union and a NECA Chapter may bring up to four bargaining unit employees employed in that Local Union's jurisdiction ("bargaining unit employees") into the jurisdiction of another IBEW Local Union, provided that the contractor is bound by a collective bargaining agreement with that other Local Union covering the work to be performed. No more than four bargaining unit employees may be employed at any one time under this paragraph in the jurisdiction of that other Local Union.

2. A contractor who is a member of NECA and who is bound by a collective bargaining agreement between one IBEW Local Union and a NECA Chapter may bring up to two bargaining unit employees per job from that Local Union's jurisdiction into the jurisdiction of another IBEW Local Union to perform specialty work or service and maintenance work, provided that the contractor is bound by a collective bargaining agreement with that other Local Union covering the work to be performed.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this agreement, a NECA Chapter and an IBEW Local Union may agree that a contractor may bring more bargaining unit employees than permitted by those paragraphs into that Local Union's jurisdiction, provided that the contractor meets all of the qualifications described in paragraphs 1 and 2 of this agreement.

4. A contractor bringing bargaining unit employees into a Local Union's jurisdiction pursuant to paragraphs 1 or 2 of this agreement will provide that Local Union, either before such employees begin working or on the first weekday on which such employees work, with the names and social security numbers of the employees and the location and identity of the job on which they will be or are working.

5. In all other respects, a contractor bringing employees into a Local Union's jurisdiction pursuant to paragraphs 1 or 2 of this agreement will comply with all of the terms of the collective bargaining agreement applicable to the work performed.

6. In times of unemployment in the jurisdiction of a Local Union where the work is to be performed, the traveling contractor shall be allowed to bring in the first two (2) bargaining unit employees. The next two (2) bargaining unit employees shall come from the Local Union where the work is to be performed. The next bargaining unit employee will be from the traveling Local Union, followed by the next bargaining unit employee from the Local Union where the work is performed. This system may continue until the

traveling contractor has a total of no more than four (4) bargaining unit employees in the Local Union jurisdiction.

7. Times of unemployment shall be defined as periods where unemployment exceeds 10% of the bargaining unit employees for a period of three (3) weeks in the Local Union in whose area the work is being performed. Those persons who are on Book 1 and are not available for employment within 48 hours of a request for bargaining unit employees shall not be considered as unemployed. Any questions or interpretations of what constitutes unemployment shall be referred to the IBEW International Vice President and the NECA Regional Director.

8. The purpose of this agreement is to allow a traveling contractor to bring into another jurisdiction a limited number of bargaining unit employees already on the payroll who are knowledgeable of the contractor's work practices and the customer's requirements for start up and completion of the work to be performed. Any bargaining unit employee being assigned into the jurisdiction of another Local Union under this agreement must have been employed by the inside or outside traveling contractor for a period not less than two (2) weeks immediately prior to traveling to the job where the work is to be performed unless a lesser period is agreeable with the receiving Local Union.

9. This agreement is intended to apply only to contractors who are members of NECA, and nothing herein is intended to limit or otherwise affect the right of the IBEW


or its affiliated Local Unions to bargain with any other person, firm, corporation, or entity with regard to subjects similar or identical to those herein.

10. This agreement will not apply to any work performed under the Joint National Agreement for Instrument Technicians, the Outside Utility Construction National Project Agreement, the National Teledata Agreement, or any International Specialty Agreement.

11. This agreement will remain in effect from year to year. Either party may terminate this agreement by providing the other with written notice at least 180 days prior to the next anniversary date of this agreement


Signed this 20th day of December, 1996.

For the International Brotherhood
of Electrical Workers



J. J. Barry
International President

For the National Electrical
Contractors Association



John M. Grau
Executive Vice President

Q & A for IBEW-NECA Agreement On Employee Portability

1. Does the agreement mean only NECA contactors are allowed to bring in four (4) employees?

For legal reasons, the specific agreement is between the IBEW and NECA. Item 6 of the agreement covers non-NECA union contractors that are bound by a collective bargaining agreement covering the work performed. It is the IBEW's position that these non-NECA union contractors will be afforded the same provisions as the NECA contractor.

2. Do the employees have to be Journeymen, Foremen, or General Foremen, or can the employer bring in apprentices?

The agreement speaks for itself. The contractor may bring up to a maximum of four (4) bargaining unit employees for a job. This included bargaining unit employees acting as Foremen and/or General Foremen. If the contractor had four (4) jobs in the jurisdiction of the receiving local union, he or she could have only one (1) bargaining unit employee from the sending local on each job. Apprentices are placed on jobs in their jurisdiction by their own JATC. They are not to be moved under this agreement.

3. Can the incoming employees be shifted from job to job?

Yes.

4. Do the employees have to be employed by the employer prior to being sent in to another jurisdiction and for how long?

The incoming bargaining unit employees must be on the payroll of the inside or outside traveling contractor for a period of at least two (2) weeks immediately before moving into another jurisdiction unless a lesser period is agreeable with the receiving local union.

5. Are the fringe benefits, working dues, etc., paid to the local union where the work is?

Yes. As indicated in the agreement, the incoming contractor is bound by a collective bargaining agreement with the local union where the work is performed.

6. How does the local union where the work is get the necessary papers signed for reciprocity of health and welfare, pension, working dues, etc.

It is the responsibility of the incoming bargaining unit employee to complete the necessary forms required for reciprocity of fringes, etc. However, it is not necessary for the incoming member to physically report to the local unions where the work is be performed, since the necessary information has been provided by the employer.

7. How does the local union where the work is know that proper wages and fringes are paid to the employees?

The local union would have knowledge of wage and fringes paid the same as they do for any contractor that is signatory to their collective bargaining agreement.

8. Is the contractor required to hire any employees through the local union where the work is?

The answer to this question could be either "yes" or "no" depending on the total number of employees needed to perform the work.

9. If a contractor violates the agreement, can he be restricted from using the agreement?

Such a violation would be handled under the appropriate sections of the collective bargaining agreement dealing with disputes. A contractor found in a violation or multi-violations of the agreement by the grievance procedure may be subject to appropriate remedies.

10. Can a contractor based in the jurisdiction of Local A with a shop/office move employees under the Portability Agreement to a job in Local B where he also has a shop/office? The contractor is, of course, signatory to a collective bargaining agreement in both Local A Local B.

No, he cannot. In the example above, the contractor obtains his work force from Local B where the work is and where he also has a shop/office.

11. In Item 2 they refer to specialty work. What is specialty work? Are the two (2) employees part of the four (4) employees in Item 1?

Item 2 in the agreement covers specialty work or service and maintenance work where a contractor is a party to your local collective bargaining agreement. The intent of the paragraph is to cover and maintain a portability practice that has been in existence in most local unions for many years. In this example, the two (2) employees on this type of work are not part of the maximum of four (4) employees in Item 1.

12. How would non-NECA union contractors be able to obtain similar portability provisions?

If the non-NECA contractor is signatory to an agreement that contains a favored nations clause, the contractor could invoke that clause to obtain the four- (4) employee portability provision.

If the local union changes its multi-employer collective bargaining agreement to adopt a new portability language, a non-NECA contractor signatory to a Letter of Assent would then be able to utilize the four- (4) employee portability provision.

It is the IBEW's policy that the portability provision should be made available to all contractors.

13. How does the provision concerning unemployment affect existing work?

If an unemployment situation should come into existence after a traveling contractor comes into a jurisdiction, the terms of the full portability agreement continue to apply to the specific job in question.

EMPLOYER PORTABILITY SELECTION FORM

Contractor Name: _____

Street Address: _____

City, State, and Zip: _____

Phone: _____

Fax: _____

Name of Person Completing form: _____

Title of Person Completing form: _____

We hereby select to work under the following Portability Agreement:

____ New Jersey State

____ National

Note: If no option is selection, the contractor will automatically work under the National Portability Agreement.

Signature: _____

Date: _____

Date Received: _____

Copies of this form must be sent to both of the following:
IBEW Local Union 400, PO Box 1256, Wall Township, NJ 07719

IBEW

NEW JERSEY STATE
ELECTRICAL WORKERS
ASSOCIATION
"CONSTRUCTION DIVISION"

August 30, 2006

To All New Jersey IBEW Contractors

Re: Portability

Dear Sir/Madam:

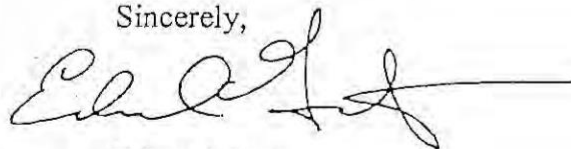
Enclosed is a fully executed copy of the newly adopted New Jersey Option to the National Portability, which will take effect on October 1, 2006. Also enclosed is the Selection form, which must be completed by all contractors, performing work in New Jersey.

Please note if this form is not completed and returned to IBEW Local Union 400 before October 1, 2006 you will automatically be covered under the National Portability Agreement. After September 30, 2007 the Portability option may be changed at any time. That change will be in effect for a minimum of one year.

Further be advised your option may not vary from local to local and you are only permitted one Portability option, which will cover the entire state.

As indicated on the enclosed form, please return same to IBEW Local Union 400, PO Box 1256, Wall Township, NJ 07719.

Sincerely,



Edward Gant
President
IBEW NJSEWA

Edward Gant
PRESIDENT
1113 Blackhorse Pike
Folsom, NJ 08037
609-704-8351

Richard Dressel
VICE-PRESIDENT
205 Robin Rd.
Paramus, NJ 07652
201-265-1700

Pete Geronimo
SECRETARY-TREASURER
PO BOX 1256
WALL, NJ 07719
732-681-7111

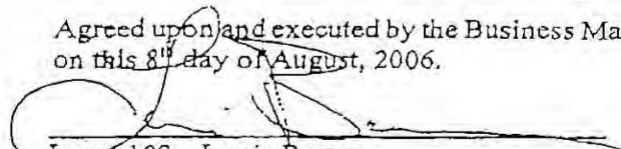
New Jersey Option to the National Portability Agreement

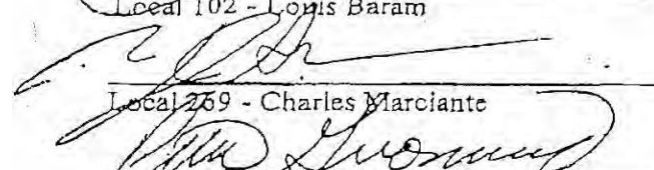
New Jersey Option to the National Portability Agreement effective October 1, 2006

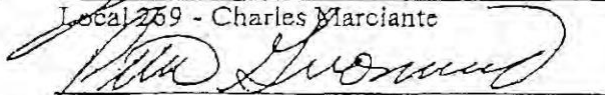
In the spirit of cooperation, Local Unions in New Jersey have agreed on new policies on portability between the Local Unions. This is an option to the National Portability Agreement and is not intended to replace it. A contractor may elect to use either portability agreement (not both) under the terms therein. These policies can only be successful with the cooperation of the Local Unions, contractors and members of our jurisdictions.


1. Total of 8 men per territory - 2 per job, 2nd man from host local.
2. Signatory contractors can bring steady employees referred from New Jersey Locals into their home local under portability.
3. All workers under this agreement must be members of an IBEW NJ construction local.
4. ~~Contractors must call the Local Union where the job is before starting work and fax a portability form provided by the Local Union. The contractor must send benefits timely to the host Local Union (the Local where the job is) in accordance with the Local Union collective bargaining agreement.~~
5. Members must call in within 24 hours of reporting to projects.
6. For emergency work, which occurs when the Local Union cannot be contacted, contractors must report to the Local Union during the next working day with the names and classifications of the employees who are working.
7. Host Local Union bonding will be required on portability.
8. Under the inside agreement, different classification employees may be permitted with the consent of the Business Manager of the Local Union where the work is being performed.
9. When working in a sister Local Union, a minimum of the rate of the host Local Union (the Local where the job is) must be paid to the employee under portability.
10. Any violation by the contractor will result in loss of portability. The adjudication of portability violations will be done by the Local Labor Management Committee.

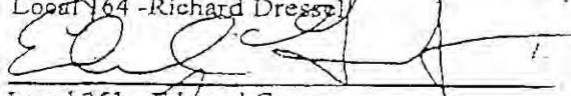
Agreed upon and executed by the Business Managers of the New Jersey IBEW Construction Locals
on this 8th day of August, 2006.

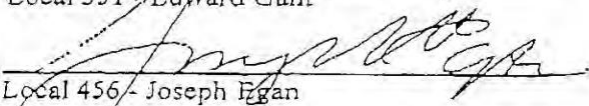

Local 102 - Louis Baram


Local 269 - Charles Marciante


Local 400 - Peter Geronimo


Local 164 - Richard Dressel


Local 351 - Edward Gant


Local 456 - Joseph Egan

Section III: Employer Rights

Management Rights Clause

Right to Reject Referrals

Favored Nations Clause

Statements of Journeyman Responsibility

Prohibition of Journeyman Holding License & Permit

Continuing Education for Journeymen/Foremen

Journeymen Recall

Management Rights Clause **(CAT I Language)**

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.

Local 102

Article II, Section 11

Local 164

Article II, Section 09(a)

-AND-

Article II, Section 2.14: The scheduling of rotating manpower on a jobsite shall be the responsibility of the Employer and the Foreman. **(Not CAT I Language- Part of Emergency Shorter Workweek Provision)**

Local 400

Article II, Section 02

Local 456

Article II, Section 01(c)

Right to Reject Referrals (CAT I Language)

The Employer shall have the right to reject any applicant for employment.

Local 102

Article XIV, Section 03

Local 164

Article IV, Section 03

Local 400

Article IV, Section 03

Local 456

Article VI, Section 03

Favored Nations Clause
(CAT I Language)

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 and conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Local 102

Article II, Section 04(b)

Local 164

Article II, Section 02

-AND-

Article II, Section 04: The Union agrees that it will require all outside firms doing electrical work within this area to comply with all of the terms of this agreement. **(Not CAT I Language)**

Local 400

Article II, Section 08

Local 456

Article II, Section 01(b)

Statements of Journeyman Responsibility

Local 102

2.06 All Journeyman shall install work in accordance with the electrical code of the municipality where this work is being done. No employee shall do work contrary to the code when asked to do so by his superiors, supervisors or Employers.

2.16 Referred applicants for employment shall report to the work site with all certifications, requested in writing by the prospective Employer, necessary for the type of work to be performed and with the proper credentials required to document the individual as a citizen of, or the eligibility for employment within, the USA. Failure to do so shall make the individual ineligible to be hired by the employer.

2.17 All classifications of workers performing work under this Collective Bargaining Agreement are required to have, and must provide proof of, current OSHA 30 training certification.

4.10 No employee shall leave an uncompleted job without proper cause or due notice to the Employer.

Local 164

6.08 No employee shall leave an uncompleted job without proper cause or due notice to Employer.

12.05 A Journeyman Wireman shall be required to make corrections on improper workmanship, for which he is responsible, on his own time and during regular working hours, unless errors were made by order of the Employer, or the Employer's representative.

12.06 All electrical work in this jurisdiction shall be installed in a safe and workmanlike manner and in strict accord with Municipal Rules and Code requirements, also in accord with contract specifications.

24.03 In the Union's and Employer's interest of having the proper image projected to the customer and for the well-being of said employee, the Employer is to require that all workmen be dressed appropriately for their respective job and work situation. This is to include the appropriate use of protective equipment.

24.04 All workmen employed under the terms of this agreement, as a safety precaution, shall wear hardhats when required. The Employer shall furnish said hardhats.

Local 400

2.10(c) Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

2.10(d) Journeyman Wiremen shall be required to make corrections on improper workmanship, for which they are responsible on their own time and during regular working hours, unless done by orders of the Employer, the Employers representative or the Foreman who is responsible for contract specifications. Employers shall notify the Union and/or the job Foreman of workmen who fail to adjust improper workmanship and the Union assumes responsibility for enforcement of this provision.

11.01 In the Unions and the Employers interest of having the proper image projected to the customer and for the well-being of said employee, the Employer is to require that all workmen be dressed appropriately for their respective job and work situation. This is to include the appropriate use of protective equipment, clothing,

hardhats and work shoes for safety purposes. Shorts and sneakers/tennis shoes are not to be worn at any time. The Union agrees that the Employee is to comply with the above requirements.

11.03 All workmen employed under the terms of this Agreement, as a safety precaution, shall wear helmets while performing electrical work. The Employer shall furnish said helmets.

11.04 Any Employee not found in compliance with OSHA safety standards will be subject to disciplinary action, which could include termination.

Local 456

3.25 The Employer agrees that Journeymen and Apprentices shall install all electrical work in accord with state and municipal rules and code requirements, also the contract specifications and in a safe and workmanlike manner.

3.26 A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

Prohibition of Journeyman Holding License & Permit

Local 102

2.01 No workman while he remains subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work. Therefore, he will not be allowed to hold a New Jersey State Electrical License **with** Business Permit. In the Pennsylvania jurisdiction, no workman shall provide electrical service to customers as an independent electrical contractor.

Local 164

2.08 No workman while actively employed or seeking employment through the referral procedure, will be allowed to hold a New Jersey Electrical Contractors License **with** a Business Permit, nor shall he become a contractor for the performance of any electrical work.

Local 400

2.10(a) Employees, except those meeting the requirements of "Employer", as defined herein, shall not contract for any electrical work.

2.10(b) No member of Local Union No. 400, while remaining a member and subject to employment by Employers operating under this Agreement, shall themselves become a contractor for the performance of electrical work. Therefore they shall not be permitted to hold a New Jersey Electrical License with a Business Permit.

Local 456

2.01(a) No member of Local Union No. 456 or any member of the IBEW will be allowed to hold a New Jersey Electrical License with a business permit, nor shall he become a contractor for the performance of any electrical work.

Continuing Education for Journeymen/Foremen

Local 102

18.01 Policy on Continuing Education. Effective September 5, 2011, all Journeymen Wiremen will be required to obtain a minimum of 10 hours of additional trade related training and/or education every 36 calendar months (excluding OSHA 30) through the Local No. 102 JATC.

Local 164

No.

Local 400

3.08(b) No Journeyman shall be appointed as a Foreman, Assistant General Foreman or General Foreman unless he/she has completed a Foreman training course given by Local Union No. 400, IBEW. Journeyman Wiremen who have been employed as Foreman or are working under Portability of Manpower as outlined in Article II, Section 2.07 will not be required to complete a Foreman training course. The Foremen's training course shall be administered jointly, by Local Union No. 400 and the JATC. This course shall be available to all Journeymen working under the terms of this Agreement.

3.08(c) All General Foremen, Assistant General Foremen, Lead Foremen, Foremen and Print Readers on all jobs in this jurisdiction shall be qualified Journeymen.

13.06 Apprentices may operate Lulls if they have an up-to-date- certification training card.

-AND-

Appendix B Continuing Education:

All Journeymen shall complete twelve (12) hours of continuing education over a three (3) year period and carry a card attesting to such.

Twelve (12) hours of continuing education classes shall be administered through the JATC. It will be the responsibility of the Journeyman to attend these classes on his/her own time.

Local 456

No.

Journeyman Recall

Local 102

2.15 An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

- (a) The former employee is in the highest priority Group on the referral list containing applicants available for work, regardless of the individual's position on the list.
- (b) The recall is made within 180 calendar days of layoff.
- (c) The former employee has not quit his most recent employer under this agreement 180 days prior to the recall request
- (d) The former employee is not an apprentice
- (e) The former employee must have been originally referred through Local Union 102's hiring hall.

Local 164

No.

Local 400

No.

Local 456

No.

Section IV: IBEW Rights

Union Recognition/Exclusive Right of Referral

Reservation of Final Approval of CBA

Union Security

Age-Ratio

Picket Language

Union Right to Discipline Members

Union Job Access

Work Preservation Clause

Prohibition of Employer Interest in Non-union Entities

Policy Regarding Use of IBEW/Union Label

Determination of Jurisdiction

Union Recognition/Exclusive Right of Referral

Local 102

2.02 The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of this Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

14.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Local 164

2.01 The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

4.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Local 400

2.06(a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. All IBEW signatory contractors must provide, three days prior to the commencement of work on a project, notification to IBEW Local 400 of the start date of any project performed within its geographic jurisdiction. The notification may be sent via email to jobstart@ibew400.org. In the case of work that is being performed for an emergency situation or when the contractor has fewer than three days' notice before performing the work, same day notification to the Local is adequate.

4.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Local 456

2.05(a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

6.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Reservation of Final Approval of CBA

Local 102

1.03 This Agreement shall be subject to change or supplement at any time by 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 for approval, the same as this Agreement.

Local 164

11.03 This Agreement shall be subject to change or supplement at any time by 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 for approval, the same as this Agreement.

Local 400

1.03 This Agreement shall be subject to change or supplement at any time by 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 for approval, the same as this Agreement.

-AND-

Signature Page “Subject to the approval of the International President, IBEW”

Local 456

1.03 This Agreement shall be subject to change or supplement at any time by 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 for approval, the same as this Agreement.

16.05 This Agreement is subject to approval by the International President of the IBEW and the National Office of NECA.

Union Security

Local 102

2.03(a) All employees shall, as a condition of their employment, on the eighth (8th) day, following the date of their employment or the effective date of this Agreement, whichever is later, apply for membership in, and, if accepted thereafter remain members of the Union in good standing.

2.03(b) All employees who are members of the Union on the effective date of this Agreement or at any time thereafter shall be required to remain members in good standing during the term of this Agreement.

2.03(c) As used in this section "membership in good standing" means the tender, when due, of the periodic dues and initiation fees uniformly required by the Union.

Local 164

3.01 All employees who are not members of the Union shall as a condition of employment, on the 30th day following their employment or following the effective dates of this Agreement, whichever is the later, apply for and, if accepted, become and remain members of the Union.

3.02 All employees who are members of the Union on the effective date of this Agreement or at any time thereafter shall be required to remain members during the term of this Agreement.

3.03 All employees who on the effective date of this Agreement or anytime thereafter are members of the IBEW shall be required as a condition of their employment to maintain their membership in the IBEW during the term of this Agreement.

19.06 The parties hereto agree that, should any portion of this Article be found to be in violation of the National Labor-Management Relations Act of 1947, then, that portion will be deleted automatically, and the parties will confer and agree upon substitute language which will not be in violation thereof. It is further agreed that the parties will in every manner engage in hiring and employment practices within the letter and spirit of the said Act. It is further agreed that, should the said Act at any time be amended, this agreement will be amended so as to provide the most complete union security and union hiring hall practices permitted by the Act.

Local 400

2.11 All Employees who are members of the Union on the effective date of this Agreement or any time thereafter shall be required to remain members in good standing, during the term of this Agreement. Member in good standing means the tender when due of initiation fees and dues regularly required by the Union.

2.17 All Employees shall, as a condition of employment, on the thirtieth (30th) day following the date of their employment or the effective date of this Agreement, whichever is later, apply for membership in, and, if accepted thereafter remain members of the Union in good standing.

Local 456

2.05(c) All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement whichever is later.

16.02 In the event that amendments, modifications or changes are made in existing laws which will permit a different form of Union security than contained in this Agreement or a reestablishment of terms and conditions contained in prior agreements between the parties but no longer permitted by law, such provisions shall be substituted for or otherwise included in as part of the terms of this Agreement.

Age-Ratio (CAT II Language)

On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be (50) years of age or older.

Local 102

No.

Local 164

Article III, Section 05

Local 400

No.

Local 456

Article III, Section 27

Picket Language

Local 102

2.07 This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decides to do so; but no removal shall take place until notice is first given to the Employer involved.

2.08 When such a removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Local 164

12.01(e) It shall not constitute a breach of this Agreement for any employee covered therein to refuse to cross a picket line or to refuse to enter upon the premises of an Employer if such refusal does not constitute a violation of the Taft-Hartley Act.

Local 400

2.14 This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until notice is first given to the Employer involved. When such a removal takes place, the Union or its representative shall direct the workmen on the job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

Local 456

2.03(a) This Agreement does not deny the right of the Union or its representatives to render lawful assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until verbal and written notice is first given to the Employer involved and the Division Chairman.

2.03(b) When such lawful removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for these by the Employer.

Union Right to Discipline Members

Local 102

No.

Local 164

No.

Local 400

No.

Local 456

2.08 The Union has the right to discipline its members for violation of its law, rules and agreements.

Union Job Access

Local 102

4.13 The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

6.02 "...Should any dispute or trouble arise on the job, the workmen on such job shall continue working and the steward shall notify the Business Manager of the Union, who shall proceed to the job and use his best efforts to adjust the trouble at the earliest possible time."

Local 164

No.

Local 400

2.13 A representative of the Union shall be allowed access to any shop or job at any reasonable time, where workers are employed under the terms of this Agreement.

Local 456

2.09(b) Should any dispute or trouble arise on the job, the workmen on such job shall continue to work and the Steward shall notify the Business Manager of the Union, who shall proceed to the job and use his best efforts to adjust the trouble at the earliest possible time.

Work Preservation Clause

Work Preservation Clause -Work Preservation Clause (CAT II Language) 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 device 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 on-site construction 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, wherein the Employer, through its officers, directors, partners, or stockholders, exercises either directly or indirectly, management control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges or violations of this Section shall be considered as a 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.

As a remedy for violations of this Section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or an independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

Local 102

No.

Local 164

Article II, Section 09(b)-(d)

Local 400

No.

Local 456

Article II, Section 11(a)-(c)

Prohibition of Employer Interest in Non-Union Entities

Local 102

No.

Local 164

2.07 The Employer shall not directly or indirectly hold an ownership interest or serve as an officer, director or supervisory employee in any other firm, concern or similar entity which engages in the performance of electrical construction work through employees whose wages, fringe benefits or working conditions are less beneficial than those provided by this agreement. The word "Employer" as used in this paragraph shall include any and all persons having an ownership interest or engaged in the management or supervisory activities of the Employer, except such persons who may have, at such time as the alleged violation of this paragraph has occurred, severed all relationship with or employment by the Employer.

Local 400

No.

Local 456

2.10 The Employer shall not directly or indirectly hold an ownership interest (other than a minority stockholder interest) or serve as an officer, director or supervisory employee in any other firm, concern or similar entity which engages in the performance of electrical contracting work through employees whose wages, fringe benefits or working conditions are less beneficial than those provided by this Agreement. The word "Employer" as used in this paragraph shall include any and all persons having an ownership interest (other than a minority stockholder interest) or engaged in the management or supervisory activities of the Employer except such persons who may have, at such time as the alleged violation of the paragraph has occurred, severed all relationship with, or employment by the Employer. A violation of this paragraph shall be sufficient cause for cancellation of this Agreement.

Policy Regarding use of IBEW/Union Label

Local 102

4.14 The policy of the members of the Local Union is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Local 164

12.08 All employees covered by this Agreement shall have the right to put an IBEW Construction label on all jobs. No contractor shall directly or indirectly remove such labels.

Local 400

No.

Local 456

3.12(a) Wherever possible, the contractor agrees to use only such equipment or material which bears the IBEW Union Label. It is agreed that all electrical equipment and materials shall be handled by the Electrical Contractor and be installed by Electrical workers employed under the terms of this Agreement. Any deviation from this method of procedure is a violation of this Agreement.

3.19(b) The Policy of the members of the Local Union is to promote the use of material and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers. This is fundamental and is to be observed.

Determination of Jurisdiction

“The Employer understands that the Local Union's jurisdiction both trade and territorial is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.”

Local 102

Article XV, Section 04

Local 164

No.

Local 400

Article II, Section 06(b)

Local 456

Article II, Section 05(b)

Section V: Legal Disclaimers/Policy Statements

Separability Clause

Supremacy Clauses

Annulment/Subcontracting

Policy of Non-Discrimination

Policy on Sexual Harassment

Basic Principles

Negotiations/Dispute Resolution Procedures

Employer Qualifications

Substance Abuse Language

Code of Excellence Program

Separability Clause **(CAT I Language)**

Should any provisions of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Local 102

Article XIX, Section 01

Local 164

Article XIX, Section 05

-AND-

Article XIX, Section 06 The parties hereto agree that, should any portion of this Article be found to be in violation of the National Labor-Management Relations Act of 1947, then, that portion will be deleted automatically, and the parties will confer and agree upon substitute language which will not be in violation thereof. It is further agreed that the parties will in every manner engage in hiring and employment practices within the letter and spirit of the said Act. It is further agreed that, should the said Act at any time be amended, this agreement will be amended so as to provide the most complete union security and union hiring hall practices permitted by the Act. (Not CAT I Language)

Local 400

Signature Page

Local 456

Article XVI, Section 04

-AND-

Article XVI, Section 02 In the event that amendments, modifications or changes are made in existing laws which will permit a different form of Union security than contained in this agreement or a reestablishment of terms and conditions contained in prior agreements between the parties but no longer permitted by law, such provisions shall be substituted for or otherwise included in as part of the terms of this Agreement. (Not Cat I Language)

Supremacy Clauses

Local 102

No.

Local 164

2.06 The entire relationship of the parties is fully and exclusively set forth by this Agreement, and by no other means, oral or written. All conditions of employment agreed upon are exclusively set forth herein, and neither the constitution of the IBEW nor the constitution or by-laws of the Union shall be binding upon the Employers, nor shall anything therein contained, except as set forth herein, affect the rights of hiring of prospective employees, or the wages, hours or working conditions of employees of any Employer.

12.11 No employee or Employer shall establish any working conditions, hours or shifts, other than called for in this Agreement.

18.01 This Article is supplementary to the term and conditions of the Agreement heretofore entered into and presently in effect between the parties hereto. Should there be any conflict between the terms of this supplement and any of the terms of the collective bargaining agreement, the terms and provisions of this Article shall prevail. **(Refers to the Trade Jurisdiction Language in the Agreement)**

Local 400

3.03(a) No Employer or Employee shall establish any working conditions, hours or shifts other than called for in this Agreement.

Local 456

16.01 It is understood and agreed that this Agreement contains all of the understanding between the parties, oral and written, and supersedes all agreements heretofore made between the parties covering this type of work. The terms of this Agreement are not, and cannot be varied by any oral understanding.

16.03 It is further understood and agreed that provisions of this Agreement are in no way affected by or subject to any of the provisions of the By-Laws or Working Rules of the Local Union.

Annulment/Subcontracting **(CAT I Language)**

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 article, will be sufficient cause for the cancellation of this 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 Article shall be considered as a 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.

Local 102

Article II, Section 10 (a), (b) & (c)

Local 164

Article II, Section 03

Local 400

Article II, Section 18

Local 456

Article II, Section 04(a), (b) & (c)

Policy of Non-Discrimination

Neither the Employer, the Union or the Employees will in any way authorize, ratify, encourage or otherwise support any act or conduct that would be contrary to the Civil Rights Act of 1964, as amended, or other State or Federal laws providing for Equal Employment Opportunity and prohibiting discrimination because of race, color, national origin, religion, sex or age.

Local 102

Article XVI, Section 02

Local 164

Policy

Statements

Local 400

Article XIV, Section 02

-AND-

“Whenever the male gender is used in this Agreement, the female gender is also intended”

Local 456

Article XIII, Section 02

Policy on Sexual Harassment

The __Division of the Northern New Jersey Chapter, Inc., NECA, and Local Union No. ____, IBEW, as part of our policy of non-discrimination in employment, we maintain there shall be no discrimination in the Employer - Employee relationship on account of sex. Sexual discrimination is interpreted to include harassment, coercion, intimidation, improper gestures, lewd language, or offensive behavior of any kind.

We will not tolerate such sex-based discrimination, and all those working in a supervisory capacity are responsible for assuring that they and all other Employees comply with this policy.

The texts of Federal laws and regulations prohibiting sexual harassment are found in Section 703 of Title VII of the Civil Rights Act of 1964, and Section 1604.11 of the regulations thereof, as well as 41CFR, Chapter 60-20 of Executive Order 11246.

Employees having concerns regarding the policy or regulations are requested to contact their immediate supervisor or the Local Union office.

Local 102

Article XVI, Section 01

Local 164

Policy Statements

Local 400

Article XIV, Section 01

Local 456

Article XIII, Section 01

Basic Principles

The Employer 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 agreements herein contained, the parties hereto agree as follows:

Local 102

Basic Principles, with slight variations

Local 164

Basic Principles, with slight variations

Local 400

Basic Principles

Local 456

Basic Principles

Negotiations/Dispute Resolution Procedures **(CAT I Language)**

Local 102

Article I, Sections 01-09 (Standard CIR Language)

Local 164

Article XI, Sections 01-09 (Standard CIR Language)

-AND-

12.01(a) Any and all grievances, disputes, controversies, stoppages, suspension of work and any and all claims, demands of actions resulting therefrom, shall be settled by the procedure as established in Section 11.2. In order for a request to be considered for this procedure, it shall be initiated in writing within five (5) working days from its occurrence or knowledge of occurrence.

12.01(b) The Business Manager of the Local Union and the Chapter Manager of the Northern New Jersey Chapter of the National Electrical Contractors Association, shall meet within three (3) days in an attempt to solve the grievance, and if an agreement is not forthcoming within five (5) working days, it shall be referred to the Joint Conference Committee, hereinafter referred to.

12.01(c) There shall be a Joint Conference 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, however, it shall meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. It shall attempt to settle any grievances, disputes, or controversies submitted to it as described by paragraph 11.2 within ten (10) working days. A dispute may be settled by a majority vote of the Joint Conference Committee. Such decision shall be final and binding on the parties.

12.01(d) Any and all measurable damages which may be assessed against any party as a result of a breach of this agreement shall not be in excess of fifteen thousand dollars (\$15,000.00), which sum is agreed upon by the parties to this contract as the maximum amount that might constitute total measurable damages for any breach of contract.

19.04 The Agreement shall be subject to amendment or supplement at any time by mutual consent of the parties hereto. Any such amendment or supplement agreed upon shall be reduced to writing signed by the parties hereto, and shall be forwarded to the respective parties by registered mail.

Local 400

Article I, Sections 01-09 (Standard CIR Language)

Local 456

Article I, Sections 01-09 (Standard CIR Language)

Employer Qualifications/ Definition of Employer

Local 102

2.05 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer is a person, firm or corporation having these qualifications, possessing a current New Jersey Electrical License and Business Permit, and when performing work in the state of Pennsylvania possessing the proper documentation, who contracts to do electrical work for others and maintaining a permanent place of business open to the public during business hours with a business telephone, suitable financial status to meet payroll requirements and to meet compensation requirements and employing not less than one Journeyman when performing work within the jurisdiction of Local 102.

Local 164

1.05 It is also understood that certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications, a New Jersey Electrical License and Business Permit, and maintains a permanent place of business and a suitable financial status to meet payroll requirements.

1.06 "Employer" or "Contractor" means any and all members of the Division, and also any and all other electrical contractors who may execute this or a similar agreement with the Union, or may agree in writing to comply with or be bound by its provisions with respect to work performed in the area covered by this Agreement.

Local 400

2.01 Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications, possessing a current New Jersey Electrical License and Business Permit and maintaining a permanent place of business, a suitable financial status to meet payroll requirements, and when not in conflict with IBEW Specialty Agreements. Such Employers when performing any of the 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, when the Employer, through its officers, directors, partners or stockholders, exercise either directly or indirectly, management, control or majority ownership, the terms of this Agreement shall be applicable to all such work.

Local 456

2.02(a) Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications, and maintaining a permanent place of business -- a suitable financial status to meet payroll requirements and to meet compensation requirements for injured workmen and employing at least one Journeyman when the job is in progress.

Substance Abuse Language (CAT I Language)

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy must be subject to all applicable federal, state and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Local 102

Article II, Section 13

Local 164

Article XXII, Section 01

Local 400

Article XII, Section 01

Local 456

Article XIII, Section 03

Code of Excellence Program **(CAT I Language)**

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

Local 102

Article XVII, Section 01

Local 164

Article XXIII, Section 01

Local 400

Article XV, Section 01

Local 456

Article XIV, Section 01

Section VI: Referral

Reverse Layoff

Repeated Discharge

Referral Re-Registration

Short Call

Exceptions to Order of Referral

Miscellaneous Referral Language

Reverse Layoff **(CAT II Language)**

When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section X.xx(x) is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in paragraph (a) above.

Local 102

No.

Local 164

Article IV, Section 20, Subsections (a), (b) & (c)

Local 400

No.

Local 456

Article VI, Section 16, Subsections (a), (b) & (c)

Repeated Discharge **(CAT I Language)**

An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Local 102

Article XIV, Section 16(b)

Local 164

Article IV, Section 13(b)

Local 400

Article IV, Section 13(b)

Local 456

Article VI, Section 09(b)

Referral Re-registration **(CAT II Language)**

An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Local 102

Article XIV, Section 12

Local 164

No.

Local 400

No.

Local 456

Article VI, Section 07

Short Call
(CAT I Language)

“An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.”

Local 102

Article XIV, Section 13

Local 164

Article IV, Section 12

Local 400

Article IV, Section 12

Local 456

Article VI, Section 08

Exceptions to Order of Referral (CAT I Language)

“The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority groups, if any, shall first be exhausted before such overage reference can be made.”

Local 102

Article XIV, Section 15 (a), (b)

Local 164

Article IV, Section 14 (a), (b)

Local 400

Article IV, Section 14 (a), (b)

Local 456

Article VI, Section 10 (a), (b)

Miscellaneous Referral Language

Local 102

2.16 Referred applicants for employment shall report to the work site with all certifications, requested in writing by the prospective Employer, necessary for the type of work to be performed and with the proper credentials required to document the individual is a citizen of, or the eligibility for employment within, the USA. Failure to do so shall make the individual ineligible to be hired by the employer.

2.17 All classifications of workers performing work under this Collective Bargaining Agreement are required to have, and must provide proof of, current OSHA 30 training certification.

Local 164

5.22 Referred applicants for employment reporting to work without a referral slip, any certifications necessary for the type of work to be performed and without proper paperwork documenting his or her ability to work within the USA shall not be accepted as an employee. The referred individual, if failing to produce the required documents/certifications, would be eligible for hire by the contractor if he or she is subsequently referred to that employer and is able to produce the required documentation.

19.07 The Union shall have the power to adopt and enforce reasonable and nondiscriminatory rules and regulations for the conduct of the foregoing referral procedure.

19.08 The Employer shall not maintain its own out-of-work list.

Local 400

No.

Local 456

2.06 All referrals shall report to work with a referral slip and with proper paperwork documenting the ability to work within the USA or they shall not be accepted as an employee. They shall also report with any additional certifications requested, in writing, by the prospective employer.

Section VII: Work Rules

Employer Ability to Work with Tools

Temporary Requirements

Travel Time/Arrangements

Employer Furnished Equipment, Tools, etc.

Tool List/Responsibility for Maintenance, Loss, etc.

Use of Vehicle (Personal/Company)

Transfer of Employees

Additional Restrictions on Work or Use of Tools

Terms & Conditions Specific to Photovoltaic Work

Employer Ability to Work with Tools

Local 102

2.09 Only one non-bargaining unit employee of a firm (Employer) shall be permitted to work with the tools and then only when at least one Journeyman is employed.

Local 164

12.02 The Employer will be permitted to work with the tools when employing one or more Journeymen. This section, when Article II, Section 11 is invoked, does not permit the Employer to perform electrical work to circumvent the securing of an additional Journeyman through the referral to satisfy emergency workweek provisions. Under no circumstances shall any situation arising on a project result in additional cost to the Employer as a result of emergency workweek provisions due to unforeseen job conditions.

Local 400

2.09(a) Within five days from the date of execution of this Agreement, the Employer shall have the right to designate, in writing, one person having a substantial financial interest in his employ, as a "Designated Employee". The Union shall have the right, before accepting such designation, to demand an affidavit, sworn by the Employer signatory hereto, specifying the exact nature of the aforesaid financial interest. Such "Designated Employee", but no other person, during the period of this Agreement, except employees covered by this Agreement, shall be permitted to work with the tools but only when at least one Journeyman from the host local is working on the job. The "Designated Employee" shall pay all benefits and all associated working dues.

Local 456

3.18(b) Only one member of a firm (Employer) shall be permitted to work with the tools and then only when at least one Journeyman is employed.

Temporary Requirements

Local 102

4.07 It shall be the work of Journeymen and Apprentices to assemble, erect and place in position all electrical apparatus, including installation and maintenance (see definition of maintenance in Appendix A) for, temporary power and light, setting of motors, starting boxes and compensators, transformers, etc., on all new construction work or work in addition to an electrical system which is already installed...

15.01 The Employer recognizes the IBEW as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring, including installation and maintenance (see definition of maintenance in Appendix A) of, temporary power and light and electrical equipment used in construction, alteration and repair of buildings, structures, bridges, street and highway work, tunnels, subways, shafts, damns, river and harbor work, airports, mines, all electrical raceways for electrical wires and cables, fiber optics, alternative electrical generating systems including but not limited to all solar panels, wind turbines, geo-thermal, photo-voltaic (PV), thin film, flexible PV and any other form of voltage generating systems, all related work in any way associated with the installation of supports, racking systems, ballasts, PV modules and thin film, all types of electrical raceways including but not limited to any and all materials associated with the installation of these and any Electrical Generating Systems whether it be conventional or alternative and such other work as by custom has been performed by members of the IBEW when determined to be within the Inside branch in accordance with Section 4 below.

15.02 All electrical work as defined in Section 15.01 and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workmen covered by this Agreement.

Local 164

12.09 Employees covered by the terms of this Agreement shall work on the installation or maintenance of temporary light or power, elevator work, telephone work, sound pictures, television, utility company maintenance work, bake-outs, tunnel maintenance, compressed air work, breweries, fixture work and radio stations.

16.01 The installing, maintaining, connecting and shifting or repairing of all wiring for temporary lighting and power for the maintenance of pumps, fans, electrical welding apparatus, stress relief apparatus and blowers and all other electrical equipment in new buildings in the course of construction, old buildings undergoing alterations, subways, and bridges, under construction shall be performed by Journeymen Wiremen who are employed by a recognized Licensed Electrical Contractor.

16.02 When an electrical contract has been signed and the job has been manned by an Electrical Contractor, said contractor shall maintain the temporary light, and power system with Journeymen Wiremen.

16.03 When temporary lights are installed in stairways, hallways, gauge lights, or watchmen's lights, and are used for safety purposes only, and are properly protected with guards and on circuits separate from other temporary wiring no maintenance will be necessary.

16.04 All hours before 8:00 A.M. and during the noon hour from 12:00 to 12:30 P.M. and after job hours 4:30 P.M., Saturdays, Sundays and all holidays that are observed by this Local Union, shall be paid for at the rate of time and one half during the life of temporary installation unless specified elsewhere. If practical, when all temporary light and power work is satisfied, the employee shall perform other work as long as all OSHA safety regulations are observed. If the work is deemed safe by the Business Manager, the Employee shall be required

to perform it. If the journeyman is instructed by his Employer to perform work on other than the temporary installation during these hours, he shall receive time and one-half (1-1/2) the straight time rate of pay.

16.05 Permanent wiring on all light or power shall require no maintenance.

16.06 All overtime on temporary light and power shall be evenly allotted to Journeymen working on the job.

16.07 The Employer shall not be required to provide stand-by personnel for temporary light and power beyond normal work hours at his own expense unless as a condition of the contract. If stand-by is requested by any other trade, the Employer will provide personnel provided the Employer is reimbursed for the cost of providing such services. On electrical jobs above \$1,500,000.00(effective 5/29/17) the lights and power shall be off until a man is on the job for temporary and the Employer is paid.

16.08 All dedicated outlets for battery chargers and power scaffolds should be wired to timers.

16.09 All switches operating temporary light and power, shall be operated and maintained by an electrician only. All main switches controlling temporary light and power, shall be enclosed in a cabinet provided with a lock and two (2) keys. These keys shall be in the possession of the temporary light man and the Foreman.

16.10 On all jobs when a temporary installation for light and power is required, notification shall be forwarded to the Local Union Office.

16.11 If more than one Journeyman Wireman is required before the hour of 8:00 A.M., between the hours of 12:00 Noon and 12:30 P.M., after the hour of 4:30 P.M. or on Saturdays, Sundays or Holidays, a separate safety temporary light man will not be required.

16.12 All temporary light and power used by another contractor shall be maintained as per this Article XVI on all jobs requiring same before the hour of 8:00 A.M. and after the hours of 4:30 P.M. and including Saturdays, Sundays and all recognized holidays.

16.13 On all jobs where a temporary light and power installation is being used between the hours of 4:30 P.M. and 8:00 A.M. and on Saturdays, Sundays and Holidays, and any contractor uses any light or power at any time on the job, which is not supplied by the temporary light and power system, it will constitute sufficient cause to remove all temporary light and power installations and the union may refuse to reinstall same unless there is compliance with the terms of this Agreement.

16.14 Temporary light and power on all work classified as foundation work, a four-shift system shall prevail. There shall be a 30-hour week at the prevailing scale of wages, to be worked 6 hours a day on shifts. The shifts from Monday to Saturday inclusive (except the holidays recognized by the Local Union) shall be paid for at the prevailing scale. For Sundays, double time shall be paid. All time in excess of the regular shifts of 6 hours shall be paid for at the rate of time and one-half (1 ½).

18.03 Schedule of Work Coming Under the Jurisdiction of the IBEW "... All installations & maintenance of electrical equipment required for temporary light, heat and power...Temporary Heating Plants..."

24.08 All main feeders and risers for temporary light and power shall be properly fastened with insulators where necessary and installed so as to eliminate hazard to life, limb and property.

24.09 All wiring for temporary light and power shall be installed in accordance with the New Jersey State

Construction Safety Code, the National Electrical Code and New Jersey State Licensing Act and OSHA.

Local 400

3.13(a) The installation and maintenance of temporary light and power shall be performed by Journeymen Wiremen who are employed by an Electrical Contractor. There shall be no requirement for temporary heat unless claimed by another trade.

3.13(b) Where wiring for temporary light and/or power is installed on a job, no standby maintenance will be required during regular working hours 7:00 am to 4:30 pm.

3.13(c) In other than the regular working period, 7:00 am to 4:30 pm, Monday through Friday. Maintenance requested by any other contractor on temporary light and/or power, shall be performed by Journeymen Wiremen employed by an Electrical Contractor.

3.13(d) All work related to temporary light and power performed Monday through Saturday outside the regular working period shall be paid at one and one-half the straight time rate of pay. All work related to temporary light and power performed on Sunday and Holidays shall be paid at double the straight time rate of pay.

3.13(e) When temporary lights are installed in stairways, hallways, gauge and/or watchmen lights and are used for safety purposes only, and are properly protected with guards and on circuits separate from temporary wiring, no maintenance shall be required.

3.13(f) Permanent wiring on all light and/or power shall require no maintenance.

3.13(g) The Employer shall not be required to provide stand-by personnel for temporary light and/or power beyond normal work hours at his own expense. If stand-by is requested by another trade, the Employer will provide the personnel provided the Employer is reimbursed for the cost of providing such services.

3.13(h) All overtime on maintenance of temporary light and/or power shall be allotted evenly to Journeymen on the job.

3.13(i) All main switches controlling temporary light and/or power shall be enclosed in a cabinet and provided with a lock and two (2) keys.

3.13(j) When temporary heat is required on a 24 hour a day basis and the wiring is of a temporary nature, it shall be maintained by three (3) consecutive eight (8) hour shifts, Monday to Friday inclusive and shall be paid at straight time. When less than three (3) shifts, the work performed before the hour of 7:00 am and after the hour of 4:30 pm on Monday through Saturday shall be paid at the rate of one and one half the straight time rate of pay. Sundays and Holidays shall be paid at double the straight time rate of pay.

3.13(k) When a stationary or automatic heating boiler is wired permanently no maintenance shall be required.

3.13(l) All electrical equipment shall be maintained by electricians employed under this Agreement.

13.06 Schedule of Work Coming Under the Jurisdiction of the IBEW "... All installations & maintenance of electrical equipment required for temporary light, heat and/or power...."

Local 456

3.17 Only Journeymen electricians shall work on the installation or maintenance of temporary light, or power, stress relief, elevator work, telephone work, utility company maintenance and compressed air work.

3.35(a) The installation and maintenance of temporary light, heat and power shall be performed by Journeymen electricians who are employed by an electrical contractor under the terms of this Agreement. On overtime when electricians are assigned to the maintenance of temporary installations, they will also be able to perform normal construction duties.

3.35(b) The Employer shall not be required to provide stand-by personnel for temporary light and power beyond normal work hours at his own expense unless as a condition of the contract. If stand-by is requested by any other trade, the Employer will provide the personnel provided the Employer is reimbursed for the cost of providing such services. On electrical jobs above \$1,000,000.00, the lights and power shall be off until a man is on the job for temporary and the Employer is paid.

3.35(c) All main switches controlling temporary lights, heat and power, shall be enclosed in a cabinet provided with lock and two (2) keys. These keys shall be in the possession of the electrical contractor and electrician on the job. Trailers and extension lights shall consist of one (1) socket with a suitable guard, one (1) attachment plug and not to exceed 30 feet in length of flexible approved cable, which may be placed in various sockets or receptacles by trades using them. All main feeders and risers for temporary light, heat and power shall be installed in a safe and workmanlike manner so as to eliminate hazard to life, limb and property.

3.35(d) Safety, watchmen and night lights shall be enclosed with a lock type guard and shall be wired in such a manner so as to remain in service after the general source of electrical supply being used for construction purposes has been disconnected.

3.35(e) On all jobs where a temporary installation for light, heat and power is required, notification shall be forwarded to the Local Union Office.

3.35(f) Workmen assigned to Maintenance of Temporary Light, Heat and Power, under the terms of this Agreement, shall check the temporary installation at 8:00 AM and 12:30 PM as a safety precaution and to see that the installation is in proper working condition. They shall also perform other work within their capabilities when no maintenance is required on the temporary installation.

12.02 All electrical work as defined in Section 1 and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workmen covered by this agreement.

12.04 Schedule of Work Coming Under the Jurisdiction of the IBEW "...All installations & maintenance of electrical equipment required for temporary light, electric heat and power..."

Travel Time/Arrangements

Local 102

3.07 If an employee is requested to change jobs during the normal working hours of a day, and does so as permitted by this Agreement, car fare must be paid by the Employer at the rate per mile specified by the most recent IRS Guidelines, unless transportation is furnished by the Employer.

3.08 The Employer shall furnish board and lodging to any employee required to remain outside the jurisdiction of this Local overnight.

4.09 No workman shall use his personal vehicle in connection with his services for any Employer, unless permission of the Union Office is first obtained. If approved, the employee shall receive a stipend of \$15 per day or the current IRS mileage compensation standard, whichever is greater. This compensation shall not be subject to gross labor payroll.

4.20 Any employee asked to drive an Employer's motor vehicle must hold a valid driver's license.

Local 164

5.21 Any employee required to use his own vehicle for jobbing or transferring to another job during working hours shall be paid at the current I.R.S. guidelines for mileage.

Local 400

3.06(a) For jobbing only, the Employer shall pay for traveling time and furnish transportation within the area covered by this Agreement. On work outside this area, the Employer shall furnish transportation, board and all necessary expenses.

3.06(b) When an Employee is permitted by his Employer to drive company vehicle to and from his residence, such Employee shall not use said vehicle to the detriment of the working hours and working conditions of this Agreement.

3.06(d) When the employee is required to report to a job and required to change jobs during regular work hours, the Employer shall pay for traveling time and furnish transportation or shall be paid at the current IRS guidelines for mileage.

Local 456

3.05 When workmen are required to perform work outside the jurisdiction of the Union where a higher Total Package rate prevails, they shall be paid the higher Total Package rate.

3.10 Workmen not reporting at the shop or office of the Employer shall be on the job ready to begin work at the scheduled starting time and shall stop work at the scheduled quitting time on all jobs within the jurisdiction of the Union. On any and all transfers of men from shop to job or job to job, if transportation is not furnished by the Employer, mileage or car fare shall be paid at the rate per mile specified by the most recent IRS Guidelines. On work outside the jurisdiction of the Union (or pay car fare as indicated above), board and all other necessary expenses. Workmen using their own transportation shall be prohibited from transporting any tools, equipment or materials other than their own tools.

3.21 No workman covered by this Agreement shall move the Employer's tools, equipment or material from shop to job – job to job – job to shop, and in no case shall he use his automobile, truck or any personal vehicle in the service of the Employer except as specified in Article III, Section 10 of this Agreement.

Employer Furnished Equipment, Tools, etc.

Local 102

Tools

4.06 "... Employers shall furnish a metal gang box provided with a lock to insure the safe keeping of all tools."

4.08 The Employer agrees to furnish all necessary equipment and maintain same in safe condition for the proper erection and installation work or rigging and moving of all electrical equipment which the Union feels capable of handling on any job, where such Employer has the majority electrical installation contract, except where provided for by agreement of the International Office of the IBEW with other trades.

Rain Gear

4.19 The Employer shall supply all safety equipment and rain gear when needed. A first aid kit shall be provided on all jobs. When drinking water is not readily available, it shall be provided by the Employer.

Safety Equipment

4.19 The Employer shall supply all safety equipment and rain gear when needed. A first aid kit shall be provided on all jobs. When drinking water is not readily available, it shall be provided by the Employer.

Drinking Water

4.19 "...When drinking water is not readily available, it shall be provided by the Employer."

Local 164

Tools

12.03(a) "... No employee shall furnish any special tools such as large wrenches (over 14 inches), stocks and dies, vises, gasoline torches, hacksaw blades, etc. Such must be furnished by the contractor..."

Locker/Shanty

12.03(a) "...The contractor shall also furnish a suitable locker or shanty-trailer..."

12.03(b) No tools, materials or equipment shall be housed by the contractor in that portion of the locker shanty that has been allocated for the accommodation of the men's wearing apparel and their tools.

First Aid Kit

12.03(a) "The contractor shall also furnish... a First Aid kit..."

Rain Gear

12.03(a) "...The contractor shall also furnish ... all necessary rain gear on all jobs."

Hard Hats

24.04 All workmen employed under the terms of this agreement, as a safety precaution, shall wear hardhats when required. The Employer shall furnish said hardhats.

Drinking Water

24.06 Drinking water shall be provided by the Employer when it is not readily available.

Local 400

Tools

2.15 All Journeymen shall report to work with the following tools, and these tools only, in A-1 condition. The Employer has the right to inspect these tools upon hiring at any time during the course of employment in the presence of the Steward...The employer shall furnish all the other necessary tools or equipment.

3.12(a) "...Employers shall furnish a toolbox or shanty provided with a lock to insure the safe keeping of all tools...."

Locker/Shanty

3.12(a) "...Employers shall furnish a toolbox or shanty provided with a lock to insure the safe keeping of all tools.... No tools, materials, or equipment shall be housed by the contractor in that portion of the locker shanty that has been allocated for their accommodations of the men's wearing apparel and their tools or used to eat."

3.12(b) On jobs where it is practical, the Employer shall furnish a heated shanty in the winter, and suitable place for workmen to eat and change their clothes.

Drinking Water

3.12(c) The Employer shall supply portable drinking water and cups.

First Aid Kit

11.08 A First Aid kit shall be provided on every job as issued by the Employer.

Rain Gear

11.08 A First Aid kit and rain gear shall be provided on every job as issued by the Employer.

Hard Hats

11.03 "...The Employer shall furnish said helmets."

Local 456

Tools

3.10 ...Workmen using their own transportation shall be prohibited from transporting any tools, equipment or

materials other than their own tools.

3.19(a) The Electrical Contractor shall be required to purchase all electrical material that meets the requirements of the Local Inspection Bureau and/or bears the stamp of approval of the National Electrical Code for use on the job for installation by Journeymen electricians.

3.21 No workman covered by this Agreement shall move the Employer's tools, equipment or material from shop to job- job to job- job to shop, and in no case shall he use his automobile, truck or any personal vehicle in the service of the Employer except as specified in Article III, Section 10 of this Agreement.

3.22 All Employers shall furnish all tools except those listed in Appendix "A", which shall be furnished by the workmen.

3.23 Workmen 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 storing of such tools or equipment.

3.24(a) The Employer shall provide a suitable place for the keeping of workmen's tools and clothing as required by New Jersey Law, and shall be held responsible for the loss of these by reportable theft or fire.

3.34 On all jobs employing three (3) crews or more workmen, the Employer shall provide a tool and material crib manned by a Journeyman who shall be responsible for the care of all company tools, equipment and materials, the repair of such tools and equipment, and shall perform any other work that may be practical and incidental to job progress within the confines of the crib.

Drinking Water/Toilet Facilities

3.24(b) The Employer shall furnish and maintain an adequate supply of fresh drinking water as per OSHA. Also, the Employer shall supply clean toilet facilities for their employees working under the terms of this Agreement as per OSHA.

First Aid Kit

4.01(b) A proper Safety Kit and First Aid Kit are to be provided on every job and in every shop, as per OSHA.

Tool List/Responsibility for Maintenance, Loss, etc.

Local 102

List

4.06 Journeymen and Apprentices shall be required to provide themselves with the customary kit of tools for their classification of work as listed below:

1.	Hacksaw frame	14.	8 inch level (magnetic)
2.	9 inch side cutter plier with insulated handles	15.	Plumb bob
3.	Channellock pliers (I-420 and I-440)	16.	Voltage tester (wiggins or equal)
4.	Long nose plier	17.	Flashlight (continuity tester)
5.	Diagonal plier	18.	Lockable tool box
6.	Small, medium and large screwdriver	19.	Tool pouch
7.	Phillips head screwdriver	20.	Crescent wrench
8.	Pocket knife	21.	Tri-tap handles
9.	Awl	22.	Allen wrenches (1/4", 3/8", 1/2")
10.	Hammer	23.	Wire Strippers
11.	Key hole saw	24.	Center Punch
12.	6 foot rule (wood)	25.	3/8" roto split (Employer to provide blades)
13.	25' collapsible tape		

NOTE: All pliers to have insulated handles

Responsibility/Liability

2.08 When such a removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

4.06 "Employers are liable for the loss of members tools through fire, or theft by breaking and entering, but the maximum amount of loss shall not exceed \$500.00. Tool loss is limited to only those tools which were required for the job. Employees shall immediately report the loss of tools through fire or theft to the Employer. Employers shall furnish a metal gang box provided with a lock to insure the safe keeping of all tools."

Ladders

No.

Moving Tools between Jobs

4.09 No workman shall use his personal vehicle in connection with his services for any Employer, unless permission of the Union Office is first obtained. If approved, the employee shall receive a stipend of \$15 per day or the current IRS mileage compensation standard, which is greater. This compensation shall not be subject to gross labor payroll.

Local 164

List

APPENDIX "A": List of tools required by Journeyman on the job.

Spin type wrenches 1/8" to 1/2"	Channel locks
Center punch and awl	Hacksaw frame 12"
Set Allen wrenches up to 1/2"	Open end wrenches 1/4" to 1"
Torpedo level – 9"	Compass saw
6' folding rule	Screwdrivers (Philips 142 stubby hold on)
Claw hammer	Tap wrench up to 1/4"
Crescent wrench 10"	Electricians' knife
Needle nose pliers	Voltage tester 110 to 550
Side cutters 8" minimum	2 cell "D" flashlight & pencil

Responsibility/Liability

12.04 Contractors are liable for the loss of employee's tools through fire or theft caused by breaking and entering with the maximum amount not to exceed \$500.00. Employees shall immediately report the loss of tools through fire or theft to the proper local authorities and the Union. (See Appendix "A" for list of tools required by Journeymen on the job). Workers requesting payment for the loss of tools must file a police report, a copy of which must be submitted to the Employer, indicating theft or break-in before payment is made to the employee.

Ladders

No.

Moving Tools between Jobs

12.03(a) "No Journeyman, or Apprentice, shall move material from job to job, or job to shop on his own time..."

Local 400

List

2.15 All Journeymen shall report to work with the following tools, and these tools only, in A-1 condition. The Employer has the right to inspect these tools upon hiring and at any time during the course of employment in the presence of the Steward. If the employee does not comply with the tool requirement he is subject to discipline.

The Employer shall furnish all other necessary tools or equipment.

Latest Code Book	3/8" drive socket set (from 3/8" to 3/4")	Set of screwdrivers (4"-6"-8"-10")
6" Diagonal cutting pliers	1/4" to 3/4" box wrenches	6" Philips screwdriver

8" or 9" side cutting pliers	Chain wrench 1" to 3"	Plumb Bob
Channel Lock pliers (2 pair)	Electrician's Knife	½" Wood chisel
Long-nosed pliers	6' Rule or 25' steel tape	Hacksaw frame
½" to 1-1/4" pipe reamer	Awl/Center Punch	Wire Strippers
Set of small & large allen wrenches	Claw hammer	Adjustable square
Set of tap handles up to ¼"	Compass saw (handle only)	Tool carrier
Small level 9" (pouch type)	Flashlight/Continuity Tester	10" crescent wrench
Roto-split (frame only)	Pencil and Kiel	600 volt tester

NOTE: All pliers to have insulated handles

Responsibility/Liability

2.14 This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary. When such a removal takes place, the Union or its representative shall direct the workmen on the job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

3.12(a) The Employer shall be responsible for the loss of any workmen's tools due to fire, or theft, caused by breaking and entering, but the liability shall not exceed \$600.00. Employers shall report such loss to the Business Manager of the Union. Employers shall furnish a toolbox or shanty provided with a lock to insure the safe keeping of all tools. Workmen requesting payment for loss of tools must file a police report indicating theft or break-in before payment is made by the Employer. No tools, materials, or equipment shall be housed by the contractor in that portion of the locker shanty that has been allocated for their accommodations of the men's wearing apparel and their tools or used to eat.

Ladders

No.

Moving Tools Between Jobs

No.

Local 456

List

APPENDIX A

Journeyman and 5th period (4th year) and 6th period (5th year) Apprentices shall report to work with the

following tools in A-1 condition.

The Contractor has the right to inspect tools upon hiring and at any time during the course of employment.

If the employee does not comply with the tool requirement, he is subject to dismissal. Below are listed the minimum tools required for employment:

1.	Latest code book including supplements	2.	Electrician's knife
3.	6' rule	4.	8" or 9" side cutting pliers
5.	Long nosed pliers	6.	Channel lock pliers (1 pair)
7.	Diagonal cutting pliers 6"	8.	Complete set of screw drivers from "stubby" - 10"
9.	Large and small phillips screw drivers	10.	Center punch
11.	Hacksaw frame	12.	Electricians bit brace
13.	Electricians bit extension	14.	1/2" and 1" pipe reamer
15.	Compass saw	16.	Electricians claw hammer
17.	2 pound ball peen hammer	18.	14" pipe wrench
19.	Chain wrench 1" to 3" (optional)	20.	1/2" and 1" wood chisels
21.	Small level - pouch type	22.	Plumb bob
23.	Adjustable square	24.	Awl
25.	Small crescent wrench	26.	Medium crescent wrench
27.	Set of Allen wrenches	28.	Wire strippers
29.	Set of tap handles	30.	Fuse pullers
31.	Set of box or socket wrenches up to 3/4"	32.	Voltage Tester 110 - 550

NOTE: All pliers to have insulated handles

Responsibility/Liability

2.03(b) When such lawful removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for these by the Employer.

3.24(a) The Employer shall provide a suitable place for the keeping of workmen's tools and clothing as required by New Jersey Law, and shall be held responsible for the loss of these by reportable theft or fire.

Appendix "A" "...Any tools lost will not be replaced by the Contractor. However, the Contractor will replace any cutting tools if worn out or broken during the course of employment...."

Ladders

3.12(b) No uninsulated ladders shall be used on any project.

Moving Tools between Jobs?

3.10 "... Workmen using their own transportation shall be prohibited from transporting any tools, equipment or materials other than their own tools."

3.21 No workman covered by this Agreement shall move his own or the Employer's tools or material from shop to job - job to job - job to shop, and in no case shall he use his automobile, truck or any personal vehicle in the service of the Employer except as specified in Article III, Section 10 of this Agreement.

Use of Vehicle (Personal/Company)

Local 102

3.07 If an employee is requested to change jobs during the normal working hours of a day, and does so as permitted by this Agreement, car fare must be paid by the Employer at the rate per mile specified by the most recent IRS Guidelines, unless transportation is furnished by the Employer.

4.09 No workman shall use his vehicle in connection with his services for any Employer, unless permission of the Union Office is first obtained. If approved, the employee shall receive a stipend of \$15 per day or the current IRS mileage compensation standard, whichever is greater. This compensation shall not be subject to gross labor payroll.

4.20 Any employee asked to drive an Employer's motor vehicle must hold a valid driver's license.

Local 164

5.21 Any employee required to use his own vehicle for jobbing or transferring to another job during working hours shall be paid at the current I.R.S. guidelines for mileage.

12.12 The Contractor will be permitted to use his own truck and driver to load material for delivery to the job site. The driver may unload the materials at the job site.

Local 400

3.06(b) When an Employee is permitted by his Employer to drive company vehicle to and from his residence, such Employee shall not use said vehicle to the detriment of the working hours and working conditions of this Agreement.

3.06(d) When the employee is required to report to a job and required to change jobs during regular work hours, the Employer shall pay for traveling time and furnish transportation or shall be paid at the current IRS guidelines for mileage.

Local 456

3.10 Workmen not reporting at the shop or office of the Employer shall be on the job ready to begin work at the scheduled starting time and shall stop work at the scheduled quitting time on all jobs within the jurisdiction of the Union. On any and all transfers of men from shop to job or job to job, if transportation is not furnished by the Employer, mileage or car fare shall be paid at the rate per mile specified by the most recent IRS Guidelines. On work outside the jurisdiction of the Union, the Employer shall furnish transportation or pay mileage or carfare as indicated above, board and all other necessary expenses. Workmen using their own transportation shall be prohibited from transporting any tools, equipment or materials other than their own tools.

3.21 "... in no case shall he (workman covered by this Agreement) use his automobile, truck or any personal vehicle in the service of the Employer except as specified in Article III, Section 10 of this Agreement."

Transfer of Employees

Local 102

4.12 There shall be no transfer of workmen from one shop to another shop, except with the consent of the Union and then only when applicants on the referral list do not possess the required skills. Additional men shall not be brought on the job for any overtime work until the workmen already employed on that job have been offered such overtime work. All overtime work, when possible, shall be equally divided with the men on the job.

Local 164

No.

Local 400

2.09(c) The Employer shall not lend, or cause to be lent, any workman in his employ to another Employer, except by permission of the Business Manager of the Union and then only when qualified applicants are not available under referral procedure.

Local 456

No.

Additional Restrictions on Work or Use of Tools

Local 102

2.17 All classifications of workers performing work under this Collective Bargaining Agreement are required to have, and must provide proof of, current OSHA 30 training certification.

Local 164 * Local 164 has a Drug-Free Workforce Policy*****

2.05 The Contractor further agrees that he shall notify any general contractor, builder or owner with whom he may enter into any agreement calling for the work, labor or services of employees covered by this principal agreement as to the provisions set forth in same, and such agreement shall incorporate by reference the provisions of this contract, which shall be binding and operative and have the same force and effect upon such general contractor, builder or owner.

6.05 Employers shall notify the Business Manager prior to performing work on Saturdays, Sundays or holidays. The notification may be sent via fax, email or telephone.

6.11 No Foreman or Journeyman shall report to the office of the Contractor before or after working hours, to transact business pertaining to the job he is working on, or any other job.

12.06(a) All copper, angle iron, brackets and hangers shall be bent, drilled and shaped on the job, wherever possible.

12.06(b) All nipples shall be cut and threaded on the job when it is possible to do so with the use of a hand stock and die or a pipe-threading machine. However standard nipples from 1-1/4" in diameter and larger up to 12" long shall be use

12.06(c) Where power hacksaws, drill presses, pipe cutting and threading machines are used, such shall be operated by an employee covered by this Agreement. However, the Employer shall have the right to use any and all tools and devices which have been jointly approved by the Union and the Contractors which shall be operated by employees under the terms of this Agreement.

12.06(d) The handling and moving of all transformers, electrical materials, motors, electrical apparatus, conduits, etc., shall be done by employees covered by this Agreement.

12.06(e) Maintenance of all bake-outs, arc welding apparatus, stress relief apparatus and the filtering of all transil oil shall be done by journeymen wiremen.

12.06(f) No employee shall connect any electrical motors, apparatus, etc., not erected, installed or placed in position and aligned by an employee covered by this Agreement. Any equipment in which the motor is directly connected and is an integral part of such equipment shall be connected by the electrical workers.

12.06(g) All chasing, channeling and drilling of holes (core boring) necessary to complete electrical work shall be done by employees covered by this Agreement.

12.06(h) All meter boards shall be built by employees covered by this Agreement.

12.06(i) All inserts, templates and anchor bolts for electrical equipment shall be installed by employees covered

by this Agreement.

12.06(j) All conduits must be bent and threaded on the job by employees covered by this Agreement.

12.07 The Local Union office must be notified of any work to be done for a Utility Company.

12.10 No motor vehicles or power conveyances are to be used for pulling in wire or cable; power or hand winches shall be used for this purpose.

12.13 All Cad welding, thermal welding, bonding, insulators and terminations by whatever means to the third rail, including bonding of return systems, shall be performed by employees covered under this Agreement.

24.05 No outdoor installations shall be permitted in damp, icy or wet weather on the following outside equipment and apparatus: pot heads 440 volts or over, transil oil filtering, splices and connections on cables 440 volts or over.

Local 400

2.09(b) Should any member of a firm, partnership or corporation (Employer) be related in any way to an Employee, such employee shall not be employed by the Employer unless at least one other Journeyman who is not related, is employed by said Employer at the same time. This requirement shall be applicable also on any overtime work.

2.16(b) In no case shall any workman employed under this Agreement be required to wire or connect any electrical equipment not placed in position by an employee or employees, employed pursuant to the terms of a Collective Bargaining Agreement with a recognized Union.

3.08(h) On jobs having a Foreman, workmen are not to take directions or orders, or accept layout of any job from anyone except the Foreman.

3.08(i) “.... In no case shall a Superintendent handle tools or perform any manual labor whatsoever on the job except in emergencies.”

3.11 When pipe cutting and threading machines are used, such shall be operated by, a Journeyman, 3rd, 4th, or 5th year apprentice.

11.05 On energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together. All rubber gloves and blankets shall be inspected to the voltage as required by the job, but in no case shall be less than 10,000 volts and stamped by an approved UL Lab not more than three (3) months before use.

11.06 Radiation: On any job where workmen are exposed to radio-active materials and/or radiation in excess of one-tenth of the maximum permissible limits (MPL), as established by the International Commission Radiation Protection and as determined by a Qualified Radiation Control Monitor on the job, the workmen shall be rotated without discrimination and same limitations shall not be cause for discharge.

11.07 In all energized circuits in manholes carrying 600 volts or over, two (2) Journeymen must be employed, of which a minimum of one safetyman must be above. Also, no Employee covered by this Agreement, shall, nor shall the Employer, direct or permit any such employee to enter a manhole for any purpose before such

employee personally tests the manhole and pumps out any gases which safety requires be eliminated.

Local 456 * Local 456 has a Drug-Free Workforce Policy*****

3.13 The parties agree to the use of the Captive Piston Type Powder Activated Tool by Journeymen Wiremen who have become qualified to use said tool and who have been issued an operator's permit for its use by the manufacturer. The Labor Management Committee shall decide which Power Activated Tools are considered safe to use, and no such tools shall be used until so approved by the said Committee.

3.17 Only Journeymen electricians shall work on the installation or maintenance of temporary light, or power, stress relief, elevator work, telephone work, utility company maintenance and compressed air work.

3.18(a) Should any member of a firm, partnership or corporation operating under the terms of this Agreement, be related in any way to a workman covered by this Agreement, such workman shall not be employed by that firm, partnership or corporation, unless at least one other non-related Journeyman is employed by such firm, partnership, or corporation at the same time. This requirement shall be applicable also on any overtime work.

3.18(b) Only one member of a firm (Employer) shall be permitted to work with the tools and then only when at least one Journeyman is employed.

3.19(a) The Electrical Contractor shall be required to purchase all electrical material that meets the requirements of the Local Inspection Bureau and/or bears the stamp of approval of the National Electrical Code for use on the job for installations by Journeyman electricians.

3.19(c) In no case shall any Journeyman electrician be required to wire or connect any electrical apparatus, not fabricated, erected, installed or placed in position consistent with the rightful jurisdiction of the IBEW.

3.20(a) All electrical work within the property line on any operation shall be performed by workmen covered by this agreement.

3.20(b) All tools and material relating to electrical work shall be handled by electrical workers.

3.21 No workman covered by this Agreement shall move the Employer's tools, equipment or material from shop to job- job to job- job to shop, and in no case shall he use his automobile, truck or any personal vehicle in the service of the Employer except as specified in Article III, Section 10 of this Agreement.

3.29 Power hoisting devices such as derricks, cranes, etc., that are to be used on any job for the purpose of assembling or installing of electrical materials, apparatus, or other electrical equipment shall be done by Journeymen electricians covered under this Agreement.

3.30 Maintenance on all arc welding apparatus, stress relief apparatus, heating apparatus, bake-outs and the filtering of all transformer oil shall be done by Journeymen electricians.

3.31(a) Whenever the splicing of lead cables is to be performed, heat resistant gloves must be furnished by the Employer and proper protection against the weather conditions shall be furnished by the Employer. Whenever a cable splicer requires assistance, each such cable splicer shall be assisted by a Journeyman electrician.

3.31(c) In all cases, welding to be performed by a Journeyman electrician.

3.32 When work is performed on any equipment, busway, or feeders on voltages in excess of 600 volts, there

shall be a high voltage glow stick and gloves present throughout this period. Lockout and tagging procedures shall be performed on all shutdown by Journeymen electricians. All above work shall be performed by Journeymen electricians.

3.33 In manhole work, two (2) Journeymen must be employed, of which a minimum of one safety man must be above. Also, no employee covered by this Agreement, shall, nor shall the Employer direct or permit any such employee to enter a manhole for any purpose before such employee personally tests the manhole and pumps out any gases which safety requires to be eliminated.

Terms & Conditions Specific to Photovoltaic Work

Local 102

Memorandum of Understanding between IBEW Local 102 & the Northern New Jersey Chapter, NECA

“For the purpose of performing photovoltaic work on privately owned solar installations, a “Solar Handler” rate shall be established at a rate equal to 75% of the current Journeyman Wireman rate (this is to include all benefits). The “Solar Handler” shall be permitted to perform the following work only: the handling of solar panels; the installation of racking and panels; and the installation of underground conduit.”

Local 164

No.

Local 400

13.06 SCHEDULE OF WORK COMING UNDER THE JURISDICTION OF THE IBEW

Driving of Lulls & Track Machines for the movement of electrical material including solar panels & racking material.

Apprentices may operate Lulls if they have an up-to-date certification training card.

Alternative electrical generating systems including but not limited to all solar panels, wind turbines, geo-thermal, Photo Voltaic, thin film, flexible PV and any other form of voltage generating system.

All related work in any way associated with the installation of supports, racking systems, ballasts, Photovoltaic Modules and thin film. All types of electrical raceways including but not limited to any and all materials associated with the installation of these and any Electrical Generating System whether it be conventional or alternative.

Solar Projects

16.01 The first Journeyman onsite will be a Foreman at 115%.

16.02 Foremen are allowed to carry material and direct the workers except for the General Foreman or Assistant General Foreman.

16.03 When you have 2 Foremen one will become the Lead Foreman at 117%.

16.04 The Lead Foreman and Foremen are allowed to have up to 15 JW under them for the installation of the racking system and solar panels including the string wiring of the solar panels.

16.05 At 33 JW including the Foremen the Lead Foreman will become the General Foreman at 127% with all other Foremen at 115%. In the year 2020 the General Foreman will be 130%

16.06 At 66 JW including all the Foremen and General Foreman you will need an AGF at 119%. In the year 2020 the AGF will be 120%

16.07 (a) Driving of Lulls and Track machines for moving of electrical material including solar panels and racking material will be done by qualified employees.

16.07 (b) Foremen are not permitted to drive the Lulls or Track machines unless there are less than 10 Journeyman

on site.

Solar Racking Ground Hand

17.01 The Business Manager will have the option to allow the installation of Solar Support Systems also known as the Racking System to be done at 80% of the “A” Journeyman Wireman rate of pay.

17.02 The crew composition chart and Foremen premiums for projects employing Solar Racking Ground Hands shall be identical to those reflected in Article XVI.

17.03 All Foremen except the General Foremen are allowed to carry material and direct the workers for the installation of the racking.

17.04 Foreman are allowed to have 15 JW under them not including themselves.

17.05 When you have 2 Foremen one will become the Lead Foreman at 117%.

17.06 The installation of solar panels, wiring, electrical conduit or any part that requires an electrical license is not included in the Solar Racking Ground Hand work scope.

17.07 At 33 JW including Foremen the Lead Foreman will become the General Foreman with Foremen at 115%.

All other “A” Agreement rules apply

Local 456

3.01(c) “... In instances where work cannot be performed during the regular workweek due to inclement weather conditions, makeup time for solar work may be performed by those workmen on the job on Saturdays at the straight time rate of pay for the first eight (8) hours.”

17.01 On **solar installations** there shall be allowed up to a 3 to 1 ratio of apprentices to journeymen for handling (uncrating, moving, and placing on the roof), installation and ballasting of solar panels.

Section VIII: Premium Pay

Overtime/Holidays

High Time Premium

Live Work Premium/Restrictions

Hazmat Premium

Lay Out Premium

Maintenance Work

“Off-Shift” Premiums

Misc. Language re: Premium (incl. paid break periods)

Shift Differential

Shift Language Questions & Answers

Overtime/Holidays

Local 102

3.05(a) “Any employee notified to report to work shall be paid at least two hours time. If required to report outside of regular working hours, he shall be paid at the prevailing overtime rate....”

3.05(b) Cable Splicers shall be guaranteed a full day’s employment except on Saturdays, Sundays and Holidays, on which days they will be guaranteed two hours show up time at the prevailing overtime rate.

4.02(a) Work performed before and after the normal workday, Monday through Saturday, shall be paid at the rate of one and one half times the straight time wage rate.

4.02(b) On all industrial maintenance work as defined in Appendix B of this Agreement, overtime shall be paid at one and one half times the regular straight time wage rate. Work performed on holidays as per Section 4.04 and Sundays is to be paid at double the regular straight time wage rate.

4.04 Work performed outside the regularly scheduled working hours, except as stated in Section 4.02, on Sundays and the following holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day, shall be paid for at double the regular rate of pay.

4.05 No work shall be performed on Labor Day except in the case of emergency and then only after permission is granted by the Business Manager of the Union.

4.12 “....Additional men shall not be brought on the job for any overtime work until the workmen already employed on that job have been offered such overtime work. All overtime work, when possible, shall be equally divided with the men on the job.”

5.07 All types of Foremen and Sub-Foremen shall be paid for holidays listed in Article IV, Section 4.02 provided they work the regular workday prior to and the regular workday following the holiday if work is available. However, double time shall be the maximum amount paid.

Local 164

6.02 All hours before the established 8:00 A.M. and after 4:30 P.M. including Saturday shall be paid at one and one-half (1-1/2) the straight time rate of pay, except if Section 6.01(b) is implemented in which case it will be the new starting and quitting times. Sundays and all holidays that are observed by this agreement shall be paid for at the rate of double the straight time rate of pay.

6.05 Employers shall notify the Business Manager prior to performing work on Saturdays, Sundays or holidays. The notification may be sent via fax, email or telephone.

6.06 All work performed between 12 Noon and 12:30 P.M. shall be paid for at the rate of one and one-half (1-1/2) the straight time rate of pay.

6.07 All overtime work shall, if possible, be equally and impartially divided among the employees on the job. Additional manpower required for overtime shall not be transferred to the job until all the manpower employed on the job has been offered such overtime. When Article II, Section 11 is invoked (Emergency Shorter

Workweek), no overtime shall be worked unless an emergency situation arises, or until the Employer has satisfied the provision of Article II, Section 11.

6.09 All overtime work on the following holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, Christmas Day and any other holidays that might be sanctioned by the Building Trades Council shall be paid for at the rate of double the straight time rate of pay. In the event that it is necessary for a Contractor to call in men to do any work after 4:30 P.M., on weekdays, and where said men have completed their day's work and have gone home, men returning to this or any other job shall receive no less than 4 hours pay at one and one-half (1-1/2) the straight time rate of pay. This rule applies Monday to Saturday. Sundays and recognized Holidays shall be paid at double the straight time rate of pay.

6.12 The Foreman requirements and work status on overtime work shall be based on the number of people required for overtime. Example: If three (3) men are needed, one shall be designated Foreman and may work with the tools.

8.01 There shall be Foremen or General Foremen on jobs provided by Article V, Sections 3, 4, 5, and 6. All classifications of Foreman shall receive payment for the 8 holidays listed in Article 6.09 of this agreement except if they fall on a Sunday. The holiday pay is to be exempt from benefit payments however, these paid holidays are to be deducted from the ten (10) days allowed to be paid without benefits attached as per the definition of Gross Labor Payroll.

16.06 All overtime on temporary light and power shall be evenly allotted to Journeymen working on the job.

Local 400

2.12 "...The Employer shall make sure the overtime is distributed equally as possible to all Journeymen on the job. A minimum of 2 hour's notice shall be required to the Steward on scheduled overtime. The Steward shall be consulted in the assignment of all overtime...."

3.02(a) All work performed outside of the regularly scheduled hours and on Saturdays will be paid at time and one-half of the regular straight-time rate. Sundays and the following holidays shall be paid at double the straight-time rate: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday it will be observed on the following Monday. No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union.

3.02(b) In no case shall men not working on the job during the regular working hours be placed on overtime work, while any of the regular crew are not working. No work shall be performed on jobs under construction on premium time hours without notifying the Business Manager of the Union.

3.08(d) All General Foremen, Assistant General Foremen Lead Foreman and Foremen shall be paid for holidays as stated in Article III, Section 3.02(a) of this Agreement, when said holidays occur during the regular workweek. On a 4-10's job, Foreman's holiday pay will be paid for 10 hours.

3.09(c) In the event that it is necessary for a contractor to call in workmen to do any work after said workmen have completed their days work and have gone home, workmen returning to this or any other regular construction job shall receive no less than four (4) hours pay at the prescribed overtime rate. This applies to weekends and holidays at any time.

3.13(h) All overtime on maintenance of temporary light and/or power shall be allotted evenly to Journeymen on the job.

Local 456

3.03(a) All work performed before or after the normal workday, Monday through Saturday shall be paid at time and one-half. All other hours worked as well as Sunday, New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veterans Day, Thanksgiving Day, and Christmas Day, or days on which they are publicly observed shall be paid at the rate of double time, which shall be the maximum amount paid.

3.03(b) No work shall be performed on Labor Day except in an emergency or by special permission of the Business Manager.

3.03(c) The contractor or his representative shall notify the Business Manager when any overtime work is to be performed.

3.03(d) Except for breakdown emergencies, a minimum notice of two (2) hours shall be given to the men to work overtime. However, men shall not be discriminated against for refusing to work overtime.

3.08(b) In the event that it is necessary for a contractor to call in workmen to do any work and after said workmen have completed their days work and have gone home, workmen returning to this or any other regular construction job shall receive no less than four (4) hours of pay at the prescribed overtime rate. This also applies to weekends and holidays.

3.15(d) All foremen shall be paid for all holidays mentioned in Article 3.03(a) of this agreement, including all applicable fringe benefits, provided that they fall or are celebrated during the work week prescribed in Article 3.03(a). When the regular foreman on the job fails to report on days proceeding or following designated holidays as stated in Article 3.03(a), the regular foreman shall be paid for the holiday, not the temporary foreman assigned to the job. Foreman shall not lose any time due to inclement weather. Foreman shall stay on the job and ready to work or be transferred to another inside job for that day or days. Regular foreman's rate of pay will be maintained.

High Time Premium

Local 102

No.

Local 164

5.08 On jobs where employees are required to work from trusses, scaffolds, frames, ladders, poles, etc., at a distance of 40 feet or more from the ground floor, except when on a man-lift, they shall be paid an additional 22% for such work.

5.09 All radio towers, transmission tower work and work on smokestacks shall be paid for at the rate of 22% per hour over the regular wage scales.

Local 400

3.05(c) On jobs where workmen are required to work as follows:

- Fifty feet or more above the ground or protective decking with open spaces beneath the worker(s).
- Fifty feet or more above the ground in a Bucket Truck.

The said workman shall be paid two dollars (\$2.75) per hour in addition to their regular rate of pay. This does not apply to the construction of pole and steel tower transmission lines or to work from OSHA approved scaffolds.

3.05(d) All radio towers and work on smokestacks shall be paid at the rate of Twenty-Five Percent (25%) per hour over the regular rate of pay.

Local 456

3.28(b) On jobs where workmen are required to work from trusses, scaffolds, ladders, etc., at a distance of forty (40) feet or more from the ground or floor, or under air pressure, over conveyors or moving equipment or machinery, or other hazardous conditions, they shall be paid an additional 10% for such work.

3.28(c) Men assigned to work under the conditions of 3.28(a) and 3.28(b) between the hours of 8:00 AM and 12:00 Noon shall receive not less than four (4) hours premium pay. Men assigned to work between the hours of 12:30 PM to 4:30 PM shall receive not less than four (4) hours premium pay for such work.

Live Work Premiums/Restrictions

Local 102

4.18 Two (2) Journeymen must be employed on all live work of 440 volts or over. Live work of 440 volts or over should only be performed under extreme emergency conditions.

Local 164

5.07 On jobs where employees are required to work on live work of 440 or 480 volts, they shall be paid an additional 10% for such work. No work is to be performed on live voltage over "480 volts".

24.05 No outdoor installations shall be permitted in damp, icy or wet weather on the following outside equipment and apparatus: pot heads 440 volts or over, transil oil filtering, splices and connections on cables 440 volts or over.

Local 400

11.05 On energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together. All rubber gloves and blankets shall be inspected to the voltage as required by the job, but in no case shall be less than 10,000 volts and stamped by an approved UL Lab not more than three (3) months before use.

11.07 In all energized circuits in manholes carrying 600 volts or over, two (2) Journeymen must be employed, of which a minimum of one safetyman must be above...

Local 456

3.28(a) Two (2) Journeymen must be employed on all live work of 440 volts or over and be paid an additional 10% for such work.

3.28(c) Men assigned to work under the conditions of 3.28(a) and 3.28(b) between the hours of 8:00 AM and 12:00 Noon shall receive not less than four (4) hours premium pay. Men assigned to work between the hours of 12:30 PM to 4:30 PM shall receive not less than four (4) hours premium pay for such work.

3.32 When work is performed on any equipment, busway, or feeders on voltages in excess of 600 volts, there shall be a high voltage glow stick and gloves present throughout this period. Lockout and tagging procedures shall be performed on all shutdown by Journeymen electricians. All above work shall be performed by Journeymen electricians.

Hazmat Premium

Local 102

3.03 The Sub-Foreman rate shall be paid to Certified Hazmat Employees on OSHA Certified Hazmat jobs. Hazmat jobs will include the working with or the removal of asbestos materials.

Local 164

No.

Local 400

No.

Local 456

No.

Lay Out Premium

Local 102

No.

Local 164

5.02 On any job where not more than one Journeyman is employed and where such Journeyman lays out his own job from plans, such Journeymen shall receive 15% per hour 2016-2017, 16% per hour 2017-2018, 17% 2018-2019, more than the regular Journeyman's rate of wages for an eight hour day. (On the agreement anniversary date in 2018 this premium rate shall be increased to 16% and in 2019 it shall be increased to 17%).

Local 400

3.08(k) On jobs where the electrical work is less than \$100,000.00 there will be no Plan Reader or Foreman unless three (3) or more Journeymen are employed on such job. However, on jobs where the cost of the electrical work is \$100,000.00 or more, the first Journeyman who is responsible for reading plans and laying out shall be classified as a Plan Reader while so employed.

Local 456

No.

Maintenance Work

Local 102

4.02(b) On all industrial maintenance work as defined in Appendix A of this Agreement, overtime shall be paid at one and one half times the regular straight time wage rate. Work performed on holidays as per Section 4.04 and Sundays is to be paid at double the regular straight time wage rate.

APPENDIX A: DEFINITION OF MAINTENANCE

1. Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery and equipment within the limits of the plant property.
 - 1(a). The word “renovation”, used within the terms of this Agreement and in connection with maintenance, is work required to restore by replacement or by revamp of parts of existing facilities.
2. All work performed by the contractor on existing equipment and machinery, including all associated work on a given plant shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units, including all associated work. It is understood that this concept would not include replacement of an entire process line in a plant in order to increase production, but rather would apply to such individual items as compressors, pumps, furnaces, towers, etc.
3. Addition of spare machinery or equipment may be done under the maintenance agreement provided it is for debottlenecking purposes.
4. Changes to existing units for reasons of feed stock changes or fuel changes shall be maintenance.
5. Regarding buildings and structures, part of the plant property, these buildings would, of necessity, have to be kept in serviceable condition; however, construction of new additional buildings and structures would be of a new construction nature and National and/or Local Construction Agreement would prevail.
6. This Appendix covers only the maintenance and renovation of existing structures and equipment and energized voltages of 480 volts or less. Branch circuits and secondary panels, transformers and generator supplies of 480 volts or less. Any are in or on the premises of any structure that is not occupied or used for a specific purpose will not be considered renovation, but new work and will fall under the regular agreement. Any new structure that is not completely occupied will fall under the regular agreement. The rewire of the interior of any structure damaged by fire or explosion will fall under the regular agreement.
7. This Appendix does not cover cable splicing or substation work which must be done in the same manhole, sub-station or close proximity to energized high voltage cables or equipment.

Local 164

No.

Local 400

No.

Local 456

No.

“Off-Shift” Premiums

Local 102

3.02(a) At the request of the end user, any eight (8) consecutive hours of work starting between the hours of 10 AM and 10 PM may be performed at 110% of the regular straight time rate of pay. This “off shift” schedule must be a minimum of three (3) days in duration and cannot be used in combination with any other shift.

3.02(b) By mutual consent of the Employer and the Union, an “Off Shift” work week may be instituted consisting of four (4) consecutive ten (10) hour days, with the “Off Shift” starting between the hours of 10:00 AM and 10:00 PM, Monday through Thursday or Tuesday through Friday, and shall be performed at 110% of the regular straight time rate of pay, with a half hour allowed for a lunch period.

Local 164

Memorandum of Understanding “At the request of the end user, any eight (8) consecutive hours of work starting between 10 A.M. and 10 P.M., Monday through Friday, may be performed at 110% of the regular straight time rate of pay. The “off-shift” must be a minimum of three (3) days in duration and cannot be used in combination with any other shift. A “four-tens” schedule consisting of any ten (10) consecutive hours of work starting between 10 A.M. and 10 P.M., Monday through Thursday, may be performed at 115% of the regular straight time rate of pay. In the instance that the “four-tens” scheduled is employed, the “off-shift” must be a minimum of four (4) days in duration and cannot be used in combination with any other shift. Workers not employed from the start of the “off-shift” schedule shall be paid at the prevailing straight time overtime rate until they start a week on the project employing the “off-shift” rate and remain on the project for the minimum duration of the particular schedule employed.”

Local 400

3.16 At the request of the end user, any eight (8) consecutive hours of work starting between 10AM and 10PM may be performed at 108% of the regular straight time rate of pay. This “off shift” schedule must be a minimum of three (3) days in duration and cannot be used in combination with any other shift Monday through Friday. An “Off Shift” work week may be instituted consisting of four (4) consecutive ten (10) hour days, with the “Off Shift” starting between the hours of 10:00 AM and 10:00 PM, Monday through Thursday or Tuesday thru Friday.

Local 456

3.03(i) At the request of the end user, any eight (8) consecutive hours of work starting between 9AM and 9PM Monday through Friday, may be performed at 108% of the regular straight time rate of pay. The off-shift schedule must be a minimum of (3) days in duration and cannot be used in combination with any other shift.

Misc. Language re: Premiums (incl. paid break periods)

Local 102

4.02(b) On all industrial maintenance work as defined in Appendix A of this Agreement, overtime shall be paid at one and one half times the regular straight time wage rate. Work performed on holidays as per Section 4.04 and Sundays is to be paid at double the regular straight time wage rate.

Local 164

6.06 All work performed between 12 Noon and 12:30 PM shall be paid for at the rate of one and one-half (1-1/2) the straight time rate of pay.

16.15 Temporary light and power on all work classified as foundation work, a four-shift system shall prevail. There shall be a 30-hour week at the prevailing scale of wages, to be worked 6 hours a day on shifts. The shifts from Monday to Saturday inclusive (except the holidays recognized by the Local Union) shall be paid for at the prevailing scale. For Sundays, double time shall be paid. All time in excess of the regular shifts of 6 hours shall be paid for at the rate of time and one-half (1-1/2).

Local 400

3.03(b) After any Ten (10) hours worked, all workmen shall be given a thirty (30) minute paid break.

3.13(d) All work related to temporary light and power performed Monday through Saturday outside the regular working period shall be paid at one and one-half the straight time rate of pay. All work related to temporary light and power performed on Sunday and Holidays shall be paid at double the straight time rate of pay.

Local 456

3.01(d) When workmen work more than six (6) hours after the lunch period, they shall be allowed a thirty (30) minute meal break and every five (5) hours thereafter without any loss of pay.

3.05 When workmen are required to perform work outside the jurisdiction of the Union where a higher Total Package rate prevails, they shall be paid the higher Total Package rate.

Shift Differential **(CAT I LANGUAGE)**

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

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 10% for seven and one-half (7 1/2) hours' work.

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 15% for seven (7) hours' work.

A lunch period of thirty (30) 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.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Local 102

Article IV, Section 22

Local 164

Article VII, Section 01

Local 400

Article III, Section 10

Local 456

Article III, Section 03(h)



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April 26, 2004

MEMORANDUM

TO: All Administrative Maintenance Fund Contributors

FROM: Roger Simonds, Administrator

SUBJECT: L. U. #164 Collective Bargaining Interpretation

On April 21, 2004, Star-Lo Electric, Inc. and Local Union #164 reached a settlement concerning **temporary power and light** provisions as related to the **shift clause** sections of the collective bargaining agreement. Predicated upon that settlement, a contractor **may** elect to use the shift clause to cover temporary power and light requirements as prescribed in the contract, **if he so chooses**. Contractors must comply with the current provisions of Article VII (Shift Work) and any other applicable Articles and Sections of the collective bargaining agreement.

I hope this clarifies the use of temporary power and light provisions when applied to shift work. If you should have additional questions, please give me a call.

cc: B. Jones, District One NECA Field Representative
W. Earp, District Three IBEW Representative
R. Dressel, Local Union #164, IBEW, Business Manager



THE COUNCIL ON INDUSTRIAL RELATIONS FOR THE ELECTRICAL CONTRACTING INDUSTRY

OFFICE OF THE SECRETARY • 1125 15th Street, N. W. • WASHINGTON, D. C. 20005

December 10, 1998

Mr. Frank Neary
Business Manager
Local Union 400, IBEW
Hwy. No. 138, P.O. Box 1256
Wall, NJ 07719

Mr. Roger Simonds
Chapter Manager
Northern New Jersey Chapter, NECA
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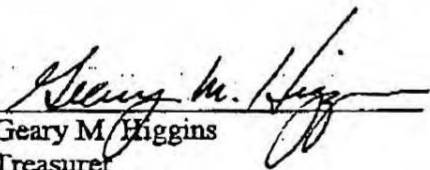
Gentlemen:

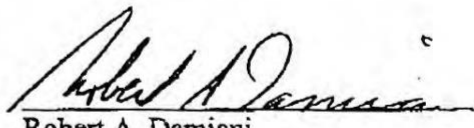
This letter is in response to your written request dated November 28, 1998 for an interpretation of the Category I Shift Clause. Specifically, your question asks:

“When multiple shifts are being worked, on one project under one contract, is each shift treated as a separate job for the purpose of crew make-up requirements or is the cumulative number of employees working on all shifts used to determine crew make-up requirements?”

The answer to your question on crew make-up requirements when working under the Standard Category I Shift provision is as follows:

When the Category I Shift provisions are being utilized on any job, the supervision requirements for any one particular shift are determined by the number of employees assigned to that particular shift.


Geary M. Higgins
Treasurer


Robert A. Damiani
Secretary

RAD:ck
cc: L. Rossa, IVP
M. Barry, Ex. Dir.
NECA

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NORTHERN N. J. CHAPTER, NECA

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Biff Jones

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MEMORANDUM OF UNDERSTANDING

WHEN SO ELECTED BY THE CONTRACTOR, MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION MAY BE WORKED. THE FIRST SHIFT SHALL BEGIN AT 8:00 A.M. ON MONDAY AND THE LAST SHIFT FOR THE WEEK SHALL BEGIN AT 12:30 A.M. ON SATURDAY. THERE IS NO "SHIFT DIFFERENTIAL" ON WEEKENDS AND THE ESTABLISHED OVERTIME RATES ARE TO BE USED.

THIS MEMORANDUM SHALL REMAIN IN EFFECT UNTIL THIS INTERPRETATION IS MUTUALLY ALTERED, IN ANY WAY, BY THE IBEW AND NECA.

Wyatt Earp
Wyatt Earp
IBEW Representative

W.H. Jones III
William Jones, III
NECA Representative

Agreed to on July 7, 2000

Shift Language: Questions & Answers

The following are GENERAL interpretations of Category I “Shift Language” as viewed by the Northern New Jersey Chapter, Inc., NECA, Inc. These interpretations are based on the area agreements currently in place. Other agreements may cast different interpretations to the language at hand.

1. **What are the requirements for a shift?**

- a. Must be at least 5 days in duration.
- b. Work may occur as a second or third shift without having a first shift.
- c. In order to have a first shift, you must also have a second or third shift. Day shift cannot be worked alone.

2. **What are the requirements for manpower?**

- a. One (1) or more men constitute a shift.
(There may be times, which may or may not be set forth in the agreement, when prudence requires more than one man for safety reasons.)

3. **What are the requirements for Foremen?**

Your existing contract language dictates numbers of foremen required. Each shift should be treated as a separate job.

4. **How are the “Shift Rates” and “Overtime Rates” of pay calculated?**

Assume a \$20.00 regular hourly rate of pay for all of the following:

1st shift (day shift) – 8 hours actual work.

- a. 8 hours at regular rate of pay $\$20.00 \times 8 = \160.00
- b. Shift Rate is $\$160.00 / 8 = \20.00 per hour
- c. Overtime Rate is $\$20.00 \times 1\frac{1}{2} = \30.00 per hour

2nd shift (swing shift) – 7½ hours actual work.

- a. 8 hours at regular rate of pay plus 10% premium.
 $\$20.00 \times 8 \times 1.10 = \176.00
- b. Shift Rate is $\$176.00 / 7\frac{1}{2} = \23.47 per hour
- c. Overtime Rate is $\$23.47 \times 1\frac{1}{2} = \35.20 per hour

3rd shift (graveyard shift) – 7 hours actual work.

- a. 8 hours at regular rate of pay plus 15% premium.
 $\$20.00 \times 8 \times 1.15 = \184.00
- b. Shift Rate is $\$184.00 / 7 = \26.29 per hour
- c. Overtime Rate is $\$26.29 \times 1\frac{1}{2} = \39.44 per hour

5. **How are additional premiums calculated? (High Time, Tower Work, Hazard)**

- a. These premiums are added to the applicable rates of pay for the shift work just as the premiums for the shift are added.

Assume 2nd shift as above with 10% premium for high time.

2nd shift (swing shift) – 7½ hours actual work.

- i. 8 hours at regular rate of pay plus 10% shift premium plus 10% high time premium is $\$20.00 \times 8 \times 1.10$ (shift) $\times 1.10$ (high) = $\$193.60$
 - ii. Shift Rate is $\$193.60 / 7\frac{1}{2} = \25.81 per hour
 - iii. Overtime Rate is $\$25.81 \times 1\frac{1}{2} = \38.71 per hour
- b. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum paid for any hour worked.

6. **What 5 days constitute a shift?**

Generally, five (5) consecutive work days, excluding Saturdays, Sundays, and Holidays constitute a shift. The shift starts as designated by the employer.

7. **What are men paid if they work before or after a scheduled shift?**

- a. Men working prior to the start of a scheduled shift shall be paid at the prevailing overtime rate.
- b. Generally, after the completion of a schedule shift men are paid 1½ times the “shift hourly” rate. However, only the first four (4) hours on a Saturday shall be paid at the 1½ rate.

Double the straight time rate shall be the maximum paid for any hour worked.

8. **What will be the rate of pay for work performed on a Saturday, Sunday and/or a Holiday? i.e. for work performed between 8:00 AM Saturday and 8:00 AM Monday?**

All work performed during this period would be compensated at the prevailing overtime rate with the following exceptions:

- a. The first four (4) hours of overtime worked after the third shift on a Saturday morning would be compensated at time and one-half the third shift hourly rate.
- b. Where holiday pay is provided for in the Labor Agreement, such pay may be required in addition to the holiday overtime hours worked.
- c. Where the hours of the day are changed to meet local requirements.

Section IX: Hours/Workweek

Work Week & Start/Quit Times

“Four Tens” Language

Shift Differential

“Work Sharing” Language

Work Week & Start/Quit Times

Local 102

Ordinary Work Week

4.01 Eight hours work between 7:00 AM and 3:30 PM with thirty minutes for a lunch period shall constitute the regular work day. Five such days, Monday through Friday inclusive shall constitute the work week. The recognized lunch period shall be from 12:00 Noon to 12:30 PM with the only exception being the unloading of material, in which case a half hour lunch period may be taken between 12:00 Noon and 1:00 PM.

Alternate Work Week

4.03(a) At the direction of the Employer and with prior notification to the Union, the starting and quitting time of a normal established work day of eight (8) hours for the individual Employer may be set or changed between hours of 6:00 AM and 4:30 PM. The flexible start time shall also apply to the second or third shift as well.

4.03(b) By mutual consent of the Employer and the Union, a work week may be instituted consisting of four (4) consecutive ten (10) hour days, between the hours of 6:00 AM and 6:30 PM, Monday through Thursday, with one half hour allowed for a lunch period.

“Off Shift” Schedule

3.02(a) At the request of the end user, any eight (8) consecutive hours of work starting between the hours of 10 AM and 10 PM may be performed at 110% of the regular straight time rate of pay. This “off shift” schedule must be a minimum of three (3) days in duration and cannot be used in combination with any other shift.

3.02(b) By mutual consent of the Employer and the Union, an “Off Shift” work week may be instituted consisting of four (4) consecutive ten (10) hour days, with the “Off Shift” starting between the hours of 10:00 AM and 10:00 PM, Monday through Thursday or Tuesday through Friday, and shall be performed at 110% of the regular straight time rate of pay, with a half hour allowed for a lunch period.

For Referrals

3.05(a) When the Local Union has been given previous days notice for manpower requirements, any employee reporting to work on the first day more than two (2) hours past the normal starting time for that job or if previous notice is not given, said employee shall have up to three (3) hours to report to the job, said employee shall only be paid for the portion of time actually on the job and not the full eight (8) hours pay.

Locker Jobs

No.

Local 164

Ordinary Work Week

6.01(a) Eight (8) hours shall constitute a workday, starting at 8 A.M. to 12 Noon, and from 12:30 P.M. to 4:30 P.M., Monday to Friday inclusive. Five days, 40 hours, shall be the workweek.

Alternate Work Week

6.01(b) The normal established work day of eight hours may be changed to permit a 7:00 A.M. or 7:30 A.M. starting time at the discretion of the Employer and with notification to the Local Union. Lunch will be from 12:00 Noon to 12:30 P.M. The altered workday must be implemented for a minimum duration of five (5) days.

For Referrals

5.12 Any employee reporting to the job by 9:00 A.M. on the day of referral shall receive wages commencing at 8:00 A.M.

“Off Shift” Schedule

Memorandum of Understanding “At the request of the end user, any eight (8) consecutive hours of work starting between 10 A.M. and 10 P.M., Monday through Friday, may be performed at 110% of the regular straight time rate of pay. The “off-shift” must be a minimum of three (3) days in duration and cannot be used in combination with any other shift. A “four-tens” schedule consisting of any ten (10) consecutive hours of work starting between 10 A.M. and 10 P.M., Monday through Thursday, may be performed at 115% of the regular straight time rate of pay. In the instance that the “four-tens” scheduled is employed, the “off-shift” must be a minimum of four (4) days in duration and cannot be used in combination with any other shift. Workers not employed from the start of the “off-shift” schedule shall be paid at the prevailing straight time overtime rate until they start a week on the project employing the “off-shift” rate and remain on the project for the minimum duration of the particular schedule employed.”

Locker Jobs

6.04 On locker jobs, workmen shall not report at the locker before 7:45 A.M., and shall leave the locker at 8:00 A.M., 12:30 P.M. and 4:30 P.M., also, sufficient time shall be allowed before 12 Noon and 4:30 P.M. for the men to pick up tools and material and report to their lockers at the respective quitting time. If Section 6.01(b) is implemented the reporting and start times shall be amended accordingly to comply with the new starting and quitting times.

Additional Language/Restrictions

6.03 Employees shall not report at the shop more than 15 minutes prior to the established start of the workday.

6.11 No Foreman or Journeyman shall report to the office of the Contractor before or after working hours, to transact business pertaining to the job he is working on, or any other job.

6.14 When workmen work more than five (5) hours after the lunch break, and for every five (5) hours thereafter, they shall be allowed a thirty (30) minute meal break.

Local 400

Ordinary Work Week

3.01(a) Eight hours work between the hours of 7 am and 4:30 pm with thirty minutes for a lunch period between noon and 12:30 pm shall constitute a workday. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the workweek. However, when the Building Trades as a group observe a shorter workday, then this provision shall be immediately open for reconsideration.

Alternate Work Week

Within the confines of 3.01(a).

“Off Shift” Schedule

3.16 At the request of the end user, any eight (8) consecutive hours of work starting between 10AM and 10PM may be performed at 108% of the regular straight time rate of pay. This “off shift” schedule must be a minimum of three (3) days in duration and cannot be used in combination with any other shift Monday through Friday. An “Off Shift” work week may be instituted consisting of four (4) consecutive ten (10) hour days, with the “Off Shift” starting between the hours of 10:00 AM and 10:00 PM, Monday through Thursday or Tuesday thru Friday.

Locker Jobs

No.

Venue

3.06(c) Workmen shall not report to the Employers shop more than fifteen (15) minutes prior to their prescribed start time. When workmen are directed to report directly to a job they shall be on the job and ready to work at the prescribed start time.

Additional Language/Restrictions

3.03(b) After any ten (10) hours worked, all workmen shall be given a thirty (30) minute paid break.

Local 456

Ordinary Work Week

3.01(a) Eight hours work between the hours of 8:00 AM and 4:30 PM with a thirty minute lunch period between 12:00 Noon and 12:30 PM shall constitute a normal workday. Forty hours within five regular workdays -- Monday through Friday inclusive -- shall constitute the workweek. The only exceptions shall be those as noted elsewhere in this Agreement.

Alternate Work Week

3.01(b) Upon mutual agreement between the Employer and the Union, the starting time of the normal workday may be moved forward to either 7:00 AM or 7:30 AM with half hour lunch period between 12:00 Noon and 12:30 PM. Any dispute arising under this Section is to be resolved in accordance of Article I, Section 1.6 of this Agreement.

Venue

3.03(e) All workmen shall appear at the job or locker in sufficient time in the morning to be ready to start work at the established starting time and at the completion of meal time. They shall also be ready to leave the locker at the established quitting time.

“Off Shift” Schedule

3.03(i) At the request of the end user, any eight (8) consecutive hours of work starting between 9am and 9pm Monday through Friday, may be performed at 108% of the regular straight time rate of pay. The off-shift schedule must be a minimum of (3) days in duration and cannot be used in combination with any other shift.

Late Start/Early Quit Deductions

3.03(f) When men arrive late or leave early from work, they shall be notified immediately by their supervising Foreman for whatever time is being deducted from their pay as a result of being late or leaving early.

School Fire Alarm Installment

3.03(g) When an Employer has a contract to install a "Fire Alarm Detection System" in an existing building, and the work must be done during the school session, the job can start at any time the students leave the school, and the first eight (8) hours of work will be paid for at the straight time rate of pay, Mondays through Fridays.

Additional Language/Restrictions

3.09 Employees shall report to the shop or locker no earlier than fifteen (15) minutes prior to the starting time and shall leave the shop or locker at the established starting time. Employees not reporting at the shop of the Employer, shall be on the job ready to commence work no earlier than fifteen (15) minutes prior to the starting time on all jobs within the jurisdiction of the Union and cease work at the scheduled quitting time. The Employer shall give the workmen sufficient time to return all tools to shop or locker.

3.10 Workmen not reporting at the shop or office of the Employer shall be on the job ready to begin work at the scheduled starting time and shall stop work at the scheduled quitting time on all jobs within the jurisdiction of the Union. On any and all transfers of men from shop to job – all transportation shall be furnished by the Employer. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.

“Four Tens” Language

Local 102

3.02(b) By mutual consent of the Employer and the Union, an “Off Shift” work week may be instituted consisting of four (4) consecutive ten (10) hour days, with the “Off Shift” starting between the hours of 10:00 AM and 10:00 PM, Monday through Thursday or Tuesday through Friday, and shall be performed at 110% of the regular straight time rate of pay, with a half hour allowed for a lunch period.

4.03(b) By mutual consent of the Employer and the Union, a work week may be instituted consisting of four (4) consecutive ten (10) hour days, between the hours of 6:00 AM and 6:30 PM, Monday through Thursday, with one half hour allowed for a lunch period.

Local 164

6.13 Four-Ten Language: By mutual consent of the Employer and the Union, a work week may be instituted consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 AM and 6:30 PM, Monday through Thursday with one-half hour allowed for a lunch period.

Local 400

3.01(c) By mutual consent of the Employer and the Union, a workweek may be instituted consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 AM and 6:30 PM, Monday through Thursday with one-half hour allowed for a lunch period. After ten (10) hours Monday through Thursday and all the workday on Friday and on Saturday, overtime shall be paid at the rate of time and one-half the regular rate of pay. Sundays and Holidays shall be paid at the rate of double the regular rate of pay.

3.16 At the request of the end user, any eight (8) consecutive hours of work starting between 10AM and 10PM may be performed at 108% of the regular straight time rate of pay. This “off shift” schedule must be a minimum of three (3) days in duration and cannot be used in combination with any other shift Monday through Friday. An “Off Shift” work week may be instituted consisting of four (4) consecutive ten (10) hour days, with the “Off Shift” starting between the hours of 10:00 AM and 10:00 PM, Monday through Thursday or Tuesday through Friday.

Local 456

3.01(c) By mutual consent of the Employer and the Union, a workweek may be instituted consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 AM and 6:30 PM, Monday through Thursday, with one-half hour allowed for a lunch period.

After ten (10) hours Monday through Thursday and all of the workday on Friday and on Saturday, overtime shall be paid at a rate of one and one-half times the regular rate of pay. All other hours worked, including Sundays and Holidays, shall be paid for at the rate of double time.

Shift Differential (CAT I LANGUAGE)

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

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 10% for seven and one-half (7 1/2) hours' work.

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 15% for seven (7) hours' work.

A lunch period of thirty (30) 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.

There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Local 102

Article IV, Section 22

Local 164

Article VII, Section 01

Local 400

Article III, Section 10

Local 456

Article III, Section 03(h)

Work Sharing Language (incl. Mandatory Vacation)

Local 102

No.

Local 164

2.10 Emergency Shorter Workweek Provision - When the employment situation such that it is imminent that Article II, Section 11 will be invoked, a meeting of the Joint Administration and Audit Committee shall be called to take steps first to alleviate the situation. This Committee shall be comprised of three (3) Employers and three (3) Union members. This Committee shall have authority to take alternative steps to help employment. This committee shall be given total authority to monitor the employment levels in the local union on a monthly basis.

2.11 When at any given time the verified unemployment reaches fifteen percent (15%) of the inside work force, based on the employment of the prior six (6) consecutive month period, based on any and all records of the referral office and that of the Supplemental Unemployment Benefit Fund (S.U.B.F.), when requested by the Joint Administrative and Audit Committee, a meeting of the Joint Administrative and Audit Committee may be requested by the Business Manager of Local Union No. 164, IBEW or the Division Chairman of the Hudson/Bergen/Essex Division, NECA, to discuss the problem and recommend steps to alleviate the situation. When the verified available unemployed reaches twenty-five (25%) of the above established inside work force, all employees shall, within fourteen (14) days after notice from the Joint Administration and Audit Committee, go to a four (4) day, eight (8) hour per day work week. Notification of the starting and stopping of this change of work time shall be by bulletin of the Joint Administration and Audit Committee. The work week shall consist of five (5) days Monday through Friday, with all Journeymen working four (4) days per week on a rotating schedule. However, an Employer may have the option of placing his Journeymen on a six (6) hour work day. Staggered starting times of the work crew may be utilized to fulfill a standard eight (8) hour work day. Foremen and General Foremen may, at the Employer's discretion, be excluded from the shorter work week requirements. The shorter work week shall remain in effect until the Joint Administration and Audit Committee advised that unemployment has reached twenty-one percent (21%) or less of the inside work force. This Committee shall meet as needed to monitor the effects of these emergency provisions.

2.12 When Article II, Section II is in effect, and an additional Journeyman (men) has been secured through the referral system an Employer may, upon approval of the Joint Administration and Audit Committee Co-Chairpersons, select a Journeyman to be temporarily excluded from the shorter work week provisions who is actively performing a specialized task for the customer or job. This Journeyman will be expected to take off one (1) day for each week he was excluded from the rotating schedule. Additionally, the Foreman to Journeyman ratios of Article VIII shall be altered, as follows shall read up to ten (10) Journeymen.

2.13 On any job employing four (4) or less Journeymen, the Emergency Shorter Workweek provisions may be invoked at the Employer's discretion.

2.14 The scheduling of rotating manpower on a jobsite shall be the responsibility of the Employer and the Foreman.

2.15 When Article II, Section II is invoked, the Journeyman wage rate will be reduced by ten percent (10%) to make up for overall productivity loss and additional costs incurred by the Employer.

2.16 The conditions provided for in the Emergency Shorter Workweek provision shall pertain only to inside construction and no form of maintenance work.

2.17 Once the verification of unemployment has reached a level of fifteen percent (15%), an independent consulting auditor shall be retained by the Supplemental Unemployment Benefit Fund (S.U.B.F.) to monitor the referral ledgers and the unemployment statistics given by the Supplemental Unemployment Benefit Fund (S.U.B.F.) for compliance of the employee eligibility and overall verification of the union's available inside work force.

In order to be eligible for participation, individuals cannot be on worker's compensation, state or private disability or any other subsidized medical deferment and cannot be concurrently working in any other local jurisdictions.

2.18 Additional Sections of this Agreement affected by the provisions of the Emergency Shorter Workweek are:

- Article IV - Referral Procedure, Section 12 (addition)
- Article VI - Hours and Overtime, Section 8 becomes 9 etc.
- Article XII - Working Rules and Conditions, Section 1 (addition)

2.19 If the Emergency Shorter Workweek provisions contained in Article II, Sections 10-18 have been invoked for a period of six (6) months or more the Committee will meet, as needed, for an additional three (3) months to consider ways to correct the unemployment situation. However, after this total nine (9) month period has elapsed, if either party is not satisfied, for any reason, with the results of the program, they may unilaterally terminate these sections permanently from the agreement. As agreed by the Negotiating Committees for Local Union No. 164, IBEW and the Hudson/Bergen/Essex Division, NECA on 8/11/98.

12.02 The Employer will be permitted to work with the tools when employing one or more Journeymen. This section, when Article II, Section 2 is invoked, does not permit the Employer to perform electrical work to circumvent the securing of an additional Journeyman through the referral to satisfy emergency workweek provisions. Under no circumstances shall any situation arising on a project result in additional cost to the Employer as a result of emergency workweek provisions due to unforeseen job conditions.

19.08 The Employer shall not maintain its own out-of-work list.

Local 400

3.01(b) It will be mandatory for everyone employed under this Agreement to take a two (2) week vacation within a 12 month period.

Local 456

3.02(a) When 15% or more of the Journeymen normally employed under the terms of this Agreement are unemployed continuously for a period of four weeks the Labor Management Committee shall meet on forty-eight (48) hours notice by the Union to take steps to relieve the unemployment crises.

3.02(b) In the event that there shall be any disagreement as to the number of Journeymen unemployed, same shall be referred to the Labor-Management Committee. It is understood and agreed, however, that Journeymen employed as maintenance men by stores, factories, municipalities, and other establishments and on work other than that covered by this Agreement, shall not be included in the quota to determine the aforementioned 15% unemployed.

3.02(c) When there are less than 10% of the Journeymen normally employed under the terms of this Agreement

who are unemployed for a two (2) week period, a meeting of the Labor Management Committee shall be called within forty-eight (48) hours notice.

Section X: Special Employee Categories

Foreman (Classifications, Rights & Premiums)

Layout Man/Plan or Print Reader

Foreman Call-By-Name

Steward Language

Cable Splicers

Tool & Material Man

Solar Handler/Solar Racking Ground Hand

Apprentice Ratios

Supervision of Apprentices

Employment of Unindentured Workers

Joint Apprenticeship and Training Committee

Apprentice Availability

Enhanced Apprentice Portability

Temporary Employees

CE/CW

Crew Composition Charts

Foreman (Classifications, Rights & Premiums)

Local 102

5.01 The first person on all jobs shall be a Journeyman Wireman. On jobs with two (2) or more employees, one (1) shall be a Foreman. The Foremen and Sub-Foremen shall be employed with respect to the number of Journeymen employed on any job. (See Crew Composition Charts)

5.02 In addition to the foregoing formula, there shall be an additional Sub-Foreman for each additional 10 Journeymen or fraction thereof.

5.03 At no time shall a Foreman or Sub-Foreman be required to supervise more than 10 Journeymen.

5.04 No class of Foremen shall take charge of more than one job at any one time when there are more than one other Journeyman employed.

5.05 All classifications of Foreman may perform work, handle material and unload deliveries.

5.06 No Foreman or Journeyman shall report to the office of a contractor before or after working hours to transact business pertaining to the job he is working on, or any other job, unless paid.

5.07 All types of Foremen and Sub-Foremen shall be paid for holidays listed in Article IV, Section 4.04 provided they work the regular workday prior to and the regular workday following the holiday if work is available. However, double time shall be the maximum amount paid.

5.08 Once established, the highest classification of General Foreman shall receive a minimum of forty (40) hours pay per week, with full benefits at their prescribed rate of pay, excluding personal time off while on vacation

Local 164

1.08 "Foreman" is an individual who supervises other Journeymen and Apprentices in a crew or gang as per Appendix "B" (Crew Composition Matrix) of the Collective Bargaining Agreement.

5.03 On any job where there are two (2) Journeymen one shall be designated as Foreman and shall receive 15% per hour more than the regular Journeyman's rate of wages for an eight-hour day. (On the agreement anniversary date in 2018 this premium rate shall be increased to 16% and in 2019 it shall be increased to 17%).

5.04 On any job where a Foreman supervises seven (7) or fewer Journeymen, he shall work with the tools. A Sub-foreman when required shall work with the tools while supervising 6 or fewer Journeymen. Such Foreman and Subforeman shall receive 15% more per hour than regular Journeyman's rate of wages for an eight-hour day. (On the agreement anniversary date in 2018 this premium rate shall be increased to 16% and in 2019 it shall be increased to 17%).

5.05(a) On a job where there are three (3) or more Foremen there shall be a General Foreman. General Foreman shall receive 26% per hour more than the regular Journeyman's rate of wages for an eight-hour day.

5.05 (b) General Foreman with 150 Journeyman or more shall receive 135% more than regular Journeyman.

5.06 An Assistant General Foreman is one who works under the supervision of the General Foreman and has a Foreman under his supervision. Foreman shall receive 15% per hour more than the regular journeyman's rate of wages for an eight-hour day. An Assistant General Foreman shall receive 22% per hour more than the regular journeyman rate of wages for an eight-hour day.

6.12 The Foreman requirements and work status on overtime work shall be based on the number of people required for overtime. Example: If three (3) men are needed, one shall be designated Foreman and may work with the tools.

8.01 There shall be Foremen or General Foremen on jobs provided by Article V, Sections 3, 4, 5, and 6. All classifications of Foreman shall receive payment for the 8 holidays listed in Article 6.09 of this agreement except if they fall on a Sunday. The holiday pay is to be exempt from benefit payments however, these paid holidays are to be deducted from the ten (10) days allowed to be paid without benefits attached as per the definition of Gross Labor Payroll.

8.02 On any job where there are up to ten (10) Journeymen employed, there shall be a Foreman and an additional Foreman for every ten (10) Journeymen employed or fraction thereof.

8.03 On any job where there are fifty (50) Journeymen employed, there shall be an Assistant General Foreman and another Assistant General Foreman for every additional forty (40) Journeymen employed or majority fraction thereof.

8.04 No Foreman shall handle two jobs if they are both in active progress at the same time.

8.05 On jobs having a Foreman, employees shall not take directions or orders, or accept the layout on any job from anyone except the Foreman. A Foreman may receive instructions from the Employer or superintendent. Employees violating this rule shall be removed from the job.

8.06 No Foreman of any job shall work as a mechanic on another job, unless referred by the Business Manager

8.07 No Foreman on any job shall work as a Journeyman on overtime work.

8.08 On all jobs, the Employer agrees that the General Foreman, the Assistant General Foreman and the Foreman shall be procured as required by Article IV. However, the Employer shall have the right to select and transfer Foremen in his employ from one job to another with notification of such transfer to the Business Manager.

8.09 All General Foremen, Assistant General Foremen and Foremen on all jobs in this jurisdiction must be Qualified Journeymen with the power to hire and fire, subject to the approval of the Employer.

8.10 All of the Subforeman, after the second Foreman, will act wholly in a supervisory role. Sub Foremen in the first two crews shall handle the tools when there are six (6) or fewer Journeymen under his/her supervision.

8.12 Foremen are permitted to unload deliveries by hand. When performing this task, the foreman shall place the unloaded materials in an immediate staffing area and shall not distribute the material on the jobsite.

Local 400

3.08(a) On any job requiring 3 or 4 Journeymen, one shall be designated as Foreman. When you have five (5) total

journeymen on the job, the Foreman shall receive the Foreman 5-10 rate. After seven (7) Journeymen are employed under a Foreman, such Foremen shall not work with the tools. At no time shall a Foreman have more than ten (10) Journeymen directly under his supervision. The second Foreman will be a working Sub-Foreman with up to 5 JW in their crew before they shall become a non-working Foreman. Each Foreman after the second Foreman shall not be permitted to work with tools. Foremen are allowed to unload material from delivery trucks by hand.

On jobs such as satellite stores, shopping centers and similar situations, a working Foreman in third and subsequent crews may be permitted at the discretion of the Union. When deemed necessary in order to protect the industry on any given job, crew sizes and ratios may be increased by mutual agreement of the Employer and the Business Manager.

3.08(b) No Journeyman shall be appointed as a Foreman, Assistant General Foreman or General Foreman unless he/she has completed a Foreman training course given by Local Union No. 400, IBEW. Journeyman Wiremen who have been employed as Foreman or are working under Portability of Manpower as outlined in Article II, Section 2.07 will not be required to complete a Foreman training course. The Foremen's training course shall be administered jointly, by Local Union No. 400 and the JATC. This course shall be available to all Journeymen working under the terms of this Agreement.

3.08(c) All General Foremen, Assistant General Foremen, Lead Foremen, Foremen and Plan Readers on all jobs in this jurisdiction shall be qualified Journeymen.

3.08(d) All General Foremen, Assistant General Foremen, Lead Foreman and Foremen shall be paid for holidays as stated in Article III, Section 3.02(a) of this Agreement, when said holidays occur during the regular workweek. On a 4-10's job, Foreman's holiday pay will be paid for 10 hours.

3.08(e) After two (2) Foremen are employed on any job, the General Foreman shall not direct a crew of workmen.

3.08(f) No Foreman in a supervisory capacity shall leave an uncompleted job, without proper cause, or due notice to the Employer and the approval of the Business Manager.

3.08(g) General Foremen, Assistant General Foremen, Lead Foreman, Foremen and Plan Readers shall be designated in accordance with the following schedule: (see Crew Composition Charts)

3.08(h) On jobs having a Foreman, workmen are not to take direction or orders, or accept layout of any job from anyone except the Foreman.

3.08(i) The superintendent of any firm or Contractor shall give instructions to the Senior Foreman only. In no case shall a Superintendent handle tools or perform manual labor whatsoever on the job except in emergencies.

3.08(j) No Foreman on one job shall at the same time supervise or perform work on another job, except in cases of emergencies, unless his assigned job is shut down for a period of three or more days or cleared by the Business Manager.

3.08(k) On jobs where the electrical work is less than \$100,000.00 there will be no Plan Reader or Foreman unless three (3) or more Journeymen are employed on such job. However, on jobs where the cost of the electrical work is \$100,000.00 or more, the first Journeyman who is responsible for reading plans and laying out shall be classified as a Plan Reader while so employed.

3.08(l) The Employer shall have the right to name and/or assign the worker of his choice to be or replace a

Foreman on a job in the employ of said Employer.

Local 456

3.14(a) On any job where there are two (2) Journeymen, one shall be designated as Foreman and shall receive 15% more per hour than the Journeyman's rate of wages.

3.14(b) General Foreman (101+JW), General Foreman (21-100 JW) and Assistant General Foreman: Shall be paid 39%, 30%, and 20% respectively more than the Journeyman's rate of wages. When more than ten (10) Journeymen are employed and a second Foreman is required, the first Foreman shall receive the Assistant General Foreman's rate. When twenty-one (21) Journeymen are employed on a job, a General Foreman shall be appointed and he shall supervise one crew of men. He shall remain in that capacity for the duration of said job unless removed for reasons satisfactory to the Employer and the Union. When thirty (30) Journeymen are employed on a job, the General Foreman shall then supervise Foremen only and in no case shall he have supervision over any Journeymen. When forty (40) or more Journeymen are employed, there shall be an Assistant General Foreman, and an additional Assistant General Foreman shall be employed for each additional forty (40) Journeymen employed. General Foremen and Assistant General Foremen shall have supervision over all Foremen only. When one hundred and one (101) Journeymen are employed, the General Foreman shall receive the higher General Foreman rate.

3.15(a) Foreman: On any job, Foremen shall receive 15% per hour more than the regular Journeyman's rate of wages. He shall have direct supervision over not more than ten (10) Journeymen. He shall not handle tools when there are six (6) or more Journeymen under his supervision. On jobs requiring additional Foremen, each Foreman shall work with the tools until he has supervision over six (6) Journeymen at which time he will perform supervisory duties only. Additional working Foremen shall not be permitted until all present crews are filled to the ten (10) Journeymen capacity.

3.15(b) No Foreman on one job shall perform or supervise work on another job. When he is under the supervision of a General Foreman or Assistant General Foreman he shall take orders from them alone.

3.15(c) All Foremen, when serving in that capacity, and have qualified for the job after a period of five (5) days, shall receive a minimum weekly pay equivalent to five (5) days at straight time rate of pay stated herein until terminated.

3.15(d) All Foremen shall be paid for all holidays mentioned in Article 3.03(a) of this agreement, including all applicable fringe benefits, provided that they fall or are celebrated during the work week prescribed in Article 3.03(a). When the regular Foreman on the job fails to report on days proceeding or following designated holidays as stated in Article 3.03(a), the regular Foreman shall be paid for the holiday, not the temporary Foreman assigned to the job. Foreman shall not lose any time due to inclement weather. Foreman shall stay on the job and be ready to work or be transferred to another inside job for that day or days. The regular Foreman's rate of pay will be maintained.

3.15(e) Foremen are permitted to unload deliveries by hand. He shall place unloaded materials in immediate staging area and shall not distribute the material.

Layout Man/Plan or Print Reader

Local 102

No.

Local 164

5.02 On any job where not more than one Journeyman is employed and where such Journeyman lays out his own job from plans, such Journeymen shall receive 15% per hour 2016-2017, 16% per hour 2017-2018, 17% 2018-2019, more than the regular Journeyman's rate of wages for an eight hour day. (On the agreement anniversary date in 2018 this premium rate shall be increased to 16% and in 2019 it shall be increased to 17%).

Local 400

3.08(c) All General Foremen, Assistant General Foremen, Lead Foreman, Foremen and Print Readers on all jobs in this jurisdiction shall be qualified Journeymen.

3.08(g) See Crew Composition Charts

3.08(k) On jobs where the electrical work is less than \$100,000.00 there will be no Plan Reader or Foreman unless three (3) or more Journeymen are employed on such job. However, on jobs where the cost of the electrical work is \$100,000.00 or more, the first Journeyman who is responsible for reading plans and laying out shall be classified as a Plan Reader while so employed.

Local 456

No.

Foreman Call-By-Name

Local 102

2.14 The Employer shall have the right to call Foreman by name provided:

- (a) The employee has not quit his previous Employer within the past two weeks.
- (b) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- (c) When an employee is called as a Foreman he must remain as a Foreman for 200 hours or must receive a reduction in force.

Local 164

1.08 "Foreman" is an individual who supervises other Journeymen and Apprentices in a crew or gang as per Appendix "Bew Composition Matrix) of the Collective Bargaining Agreement.

8.11 Foreman Call By Name- The Employer shall have the right to call Foremen, as defined in Article I, Section 11, by name provided:

- (a) The Employee has not quit his previous Employer within the last two weeks.
- (b) The Employer shall notify the Business Manager in writing of the name of the individual who is requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- (c) Then an Employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

Local 400

2.03 The Employer shall have the right to call Foremen by name provided:

- (a) The Employee has not quit his previous Employer within the last two weeks.
- (b) The Employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
- (c) When an Employee is called as a Foreman, he must remain as a Foreman for 680 hours or must receive a reduction in force.
- (d) A "Foreman" is an individual who supervises other Journeymen and Apprentices in a crew or gang as per Article III, Section 08(g) (Crew Composition Matrix) of the Collective Bargaining Agreement.

Local 456

3.16 The Employer shall have the right to call Foreman by name provided:

- a. The employee has not quit his previous Employer within the past two weeks.
- b. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the Group I referral.
- c. When an employee is called as a Foreman he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

Steward Language

Local 102

6.01 The Union reserves the right to place a steward at any shop or on any job where workmen are employed under the terms of the Agreement.

6.02 No steward shall be discriminated against by any Employer because of his faithful performance of duties as a steward. Should any dispute or trouble arise on the job, the workmen on such job shall continue working and the steward shall notify the Business Manager of the Union, who shall proceed to the job and use his best efforts to adjust the trouble at the earliest possible time.

6.03 The Union agrees to notify each Employer whenever a steward has been appointed at any shop or job as provided. When a steward has been appointed on a job, he shall remain on such job until next to the last man, unless decided otherwise by the Business Manager of the Union.

Local 164

9.01 The Union has the right to appoint Stewards at any shop and/or any job where workers are employed under the terms of this Agreement. The Employer shall be notified and furnished in writing, at the time of the appointment, the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at the shop or on the job. No Steward shall be discriminated against by any Employer because of the faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. The Steward shall remain in the employ of the individual Employer for the duration of the appointed job until not more than three Journeymen are left on the job, unless decided otherwise by the Business Manager of the Union. However, Stewards are subject to termination for cause.

Local 400

2.12 The Union shall have the right to appoint a Steward at any shop and/or any job where workers are employed under the terms of this Agreement. Such Steward shall be allowed sufficient time during regular working hours to see that the terms and conditions of this Agreement are observed at his shop or no his job. However, the steward will perform all the duties of a Journeyman Wireman. At no time, shall a steward be discriminated against, by an Employer, because of his faithful performance of duties as Steward. The Employer shall make sure the overtime is distributed equally as possible to all Journeymen on the job. A minimum of 2 hour's notice shall be required to the Steward on scheduled overtime. The Steward shall be consulted in the assignment of all overtime. The Shop Steward shall remain in the employ of the individual Employer for the duration of the appointed job until not more than two (2) Journeymen are left on the job, unless decided otherwise by the Business Manager of the Union.

2.15 "...The Employer has the right to inspect these tools upon hiring and at any time during the course of employment in the presence of a Steward...."

Local 456

2.09(a) The Union reserves the right to place a steward at any shop or on any job where workmen are employed under the terms of this Agreement. Such a steward shall be allowed sufficient time during working

hours to see that the provisions of this Agreement are complied with at his shop or on his job. He shall not be discriminated against by any Employer because of faithful performance of his duties. However, the job steward will perform all the duties of a Journeyman electrician.

2.09(b) Should any dispute or trouble arise on the job, the workmen on such job shall continue to work and the steward shall notify the Business Manager of the Union, who shall proceed to the job and use his best efforts to adjust the trouble at the earliest possible time.

2.09(c) The Union agrees to notify each Employer whenever a steward has been appointed. Said job and shop stewards shall remain in the employ of the individual Employer for the duration of the job or until that Employer has not more than three Journeymen left on the job or in the shop unless removed by mutual agreement between the employer and the Business Manager for just cause. Said shop or job steward shall be designated after one or more work workmen are employed in the shop or on the job.

Cable Splicers

Local 102

3.01(a) and Wage Sheet

3.05(b) Cable Splicers shall be guaranteed a full day's employment except on Saturdays, Sundays and Holidays, on which days they will be guaranteed two hours show up time at the prevailing overtime rate.

4.17 When splicing lead cables, two splicers will be required.

Local 164

5.01(a) and Wage Sheet

Local 400

3.05(a) and Wage Sheet

Local 456

3.04(a) and Wage Sheet

3.31(a) Whenever the splicing of lead cable is to be performed, heat resistant gloves must be furnished by the Employer and proper protection against weather conditions shall be furnished by the Employer. Whenever a cable splicer requires assistance, each such cable splicer shall be assisted by a Journeyman electrician.

3.31(b) Cable splicers shall be guaranteed a full day's employment except on Saturdays, Sundays and Holidays, on which days they will be guaranteed two hours show-up time at the appropriate rate of pay.

Tool & Material Crib Man

Local 102

No.

Local 164

No.

Local 400

No.

Local 456

3.34 On all jobs employing four (4) crews or more (40 JM), the Employer shall provide a tool and material crib manned by a Journeyman who shall be responsible for the care of all company tools, equipment and materials, the repair of such tools and equipment, and shall perform any other work that may be practical and incidental to job progress within the confines of the crib.

Solar Handler/Solar Racking Ground Hand

Local 102

Memorandum of Understanding between IBEW Local 102 & the Northern New Jersey Chapter, NECA

“For the purpose of performing photovoltaic work on privately owned solar installations, a “Solar Handler” rate shall be established at a rate equal to 75% of the current Journeyman Wireman rate (this is to include all benefits). The “Solar Handler” shall be permitted to perform the following work only: the handling of solar panels; the installation of racking and panels; and the installation of underground conduit.”

Please Note: The 75% rate was selected because it was the equivalent of the Journeyman Laborer’s Rate. Moving forward the rate will be pegged to the Laborer’s Rate.

Local 164

No.

Local 400

Solar Projects

16.01 The first Journeyman onsite will be a Foreman at 115%.

16.02 Foremen are allowed to carry material and direct the workers except for the General Foreman or Assistant General Foreman.

16.03 When you have 2 Foremen one will become the Lead Foreman at 117%.

16.04 The Lead Foreman and Foremen are allowed to have up to 15 JW under them for the installation of the racking system and solar panels including the string wiring of the solar panels.

16.05 At 33 JW including the Foremen the Lead Foreman will become the General Foreman at 127% with all other Foremen at 115%. In the year 2020 the General Foreman will be 130%

16.06 At 66 JW including all the Foremen and General Foreman you will need an AGF at 119%. In the year 2020 the AGF will be 120%.

16.07 (a) Driving of Lulls and Track machines for moving of electrical material including solar panels and racking material will be done by qualified employees.

16.07 (b) Foremen are not permitted to drive the Lulls or Track machines unless there are less than 10 Journeyman on site.

Solar Racking Ground Hand

17.01 The Business Manager will have the option to allow the installation of Solar Support Systems also known as the Racking System to be done at 80% of the “A” Journeyman Wireman rate of pay.

17.02 The crew composition chart and Foremen premiums for projects employing Solar Racking Ground Hands shall be identical to those reflected in Article XVI.

17.03 All Foremen except the General Foremen are allowed to carry material and direct the workers for the installation of the racking.

17.04 Foreman are allowed to have 15 JW under them not including themselves.

17.05 When you have 2 Foremen one will become the Lead Foreman at 117%.

17.06 The installation of solar panels, wiring, electrical conduit or any part that requires an electrical license is not included in the Solar Racking Ground Hand work scope.

17.07 At 33 JW including Foremen the Lead Foreman will become the General Foreman with Foremen at 115%.

All other "A" Agreement rules apply

Local 456

No.

Apprentice Ratios

Local 102

7.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen (man). (The local parties will determine the job site ratio, however the ratio shall not be less than two apprentices for every three Journeyman or fraction thereof. Should the parties agree to a ratio higher than the minimum two to three the following table must be modified to reflect a larger number of allowable apprentices.)

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

Local 164

10.12 Each job site shall be allowed a ratio of 2 apprentices for every 3 Journeymen Wiremen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

Local 400

5.12 Each job site shall be allowed a ratio of 2 apprentices for every 3 Journeymen Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc.	etc.

The first person assigned to any job site shall be a Journeyman Wireman.

Local 456

5.12(a) Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen (man).

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4

The first person assigned to any job site shall be a Journeyman Wireman.

17.01 On **solar installations** there shall be allowed up to a 3 to 1 ratio of apprentices to journeymen for handling (uncrating, moving, and placing on the roof), installation and ballasting of solar panels.

Please Note: (In all agreements) “A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single separate job site.”

Supervision of Apprentices (CAT I LANGUAGE)

“An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.”

-AND-

Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement

Local 102

Article VII, Section 13-14

Local 164

Article X, Section 13

Local 400

Article V, Section 13

Local 456

Article V, Section 13

Employment of Unindentured Workers

Local 102

7.10 "...Before being employed, the unindentured person must sign a letter of understanding that with the JATC and the employer- agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that **they are not to work on wage and hour (prevailing wage) job sites....**"

Local 164

10.10 "...Unindentured workers shall be used to meet job site ratios **except on wage-and-hour (prevailing wage) job sites....**"

Local 400

5.10 "...Unindentured workers shall be used to meet job site ratios **except on wage-and-hour (prevailing wage) job sites....**"

Local 456

5.10 "...Unindentured workers shall be used to meet job site ratios **except on wage-and-hour (prevailing wage) job sites....**"

Joint Apprenticeship and Training Committee **(CAT I LANGUAGE)**

There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.)

All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3 or 4) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Local 102

Article VII, Section 01-05

Local 164

Article X, Section 01-05

Local 400

Article V, Section 01-05

Local 456

Article V, Section 01-05

Apprentice Availability **(CAT I LANGUAGE)**

“Apprentices shall be hired and transferred in accordance with the apprenticeship”

-AND-

“The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.”

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Local 102

Article XIV, Section 20 **and** Article VII, Sections 08-10

Local 164

Article IV, Section 19 **and** Article X, Sections 08-10

Local 400

Article IV, Sections 19 **and** Article V, Sections 08-10\

Local 456

Article VI, Sections 15 **and** Article V, Sections 08-10

Enhanced Apprentice Portability

Local 102

No.

Local 164

APPENDIX “E” Memorandum of Understanding for Apprentices on Prevailing Wage Work

When indentured apprentices are not available from Local 164’s JATC within two (2) business days of the contractor’s request, the contractor shall be allowed, upon notification to Local Union 164, to port in apprentices who are currently in their employ from other Local Union jurisdictions. This is job specific and the apprentices that are ported into Local 164’s jurisdiction may not be transferred to another project within Local 164’s territory without the Local’s approval. The apprentices brought in through portability must be removed when they are replaced by apprentices referred from Local 164’s JATC regardless of that apprentice’s pay scale.

The apprentices brought into Local 164 through portability must be cleared into Local 164 as per the Agreement on Employee Portability **and** must be in compliance with the IBEW Local 164 Drug and Alcohol Policy.

Local 400

No.

Local 456

Memorandum of Understanding for Apprentices on Prevailing Wage Work

When indentured apprentices are not available from Local 456’s JATC within two (2) business days of the contractor’s request, the contractor shall be allowed, upon notification to Local Union 456, to port in apprentices who are currently in their employ from other Local Union jurisdictions. This is job specific unless agreed to by Local Union 456.

The apprentices brought into Local 164 through portability must be removed when they are replaced by apprentices referred from Local 456’s JATC regardless of that apprentice’s pay scale.

Temporary Employees **(CAT I LANGUAGE)**

“If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.”

Local 102

Article XIV, Sections 06-07

Local 164

Article IV, Sections 06-07

Local 400

Article IV, Sections 06-07

Local 456

Article VI, Sections 05

CE/CW

Local 102

Memorandum of Understanding Regarding the Scope of Work in the CE/CW Agreement (effective June 1, 2015)

This Memorandum of Understanding amends Article II of the Construction Electrician/Construction Wireman Agreement (“Agreement”) to allow the following work, located within the geographic jurisdiction of IBEW Local 102, to be performed under the terms and conditions contained within the Agreement without any limitations based upon square footage calculations:

- Free standing medical centers (out-patient only, not on hospital property) with the presence of an “A” Foreman;
- fitness and recreation centers not located on controlled sites or corporate campuses
- self-storage and mini-storage centers

The remainder of Article II and the Agreement shall remain in force as established and adopted by the participating New Jersey IBEW Locals.

Local 164

No.

Local 400

Memorandum of Understanding Regarding the Scope of Work in the CE/CW Agreement (effective June 1, 2015)

This Memorandum of Understanding amends Article II of the Construction Electrician/Construction Wireman Agreement (“Agreement”) to allow the following work, located within the geographic jurisdiction of IBEW Local 400, to be performed under the terms and conditions contained within the Agreement:

- Self-Storage and mini-storage centers up to 25,000 square feet;
- Fitness and recreation centers up to 25,000 square feet; and
- Delete language “affiliated with a hospital” under the Category “Healthcare/Medical Building Facilities.”

The remainder of Article II and the Agreement shall remain in force as established and adopted by the participating New Jersey IBEW Locals.

Local 456

No.

Crew Composition Charts

Local 102

5.01

Journeyman	Foremen	Sub-Foreman	General Foreman
1-3	1		
4-10	1	1	
11-20	1	1	
21-30		2	1
31-40		3	1
41-50		4	1
51-60		5	1
61+		6	1

Local 164

Appendix B

Total Number of Journeymen	General Foremen	Asst. General Foremen	Non-Working Supervisory Foremen	Working Foremen	Journeymen
1				1	
2				1	1
3				1	2
4				1	3
5				1	4
6				1	5
7				1	6
8				1	7
9			1		8
10			1		9
11			1		10
12			1	1	10
13			1	1	11
14			1	1	12
15			1	1	13
16			1	1	14
17			1	1	15
18			1	1	16
19			1	1	17
20			2		18
21			2		19
22			2		20
23	1		2		20
24	1		3		20
25	1		3		21
26	1		3		22
27	1		3		23
28	1		3		24
29	1		3		25
30	1		3		26
31	1		3		27
32	1		3		28
33	1		3		29
34	1		3		30
35	1		4		30
36	1		4		31
37	1		4		32
38	1		4		33
39	1		4		34
40	1		4		35
41	1		4		36
42	1		4		37
43	1		4		38
44	1		4		39
45	1		4		40
46	1		5		40
47	1		5		41
48	1		5		42
49	1		5		43
50	1	1	5		43
51	1	1	5		44
52	1	1	5		45
53	1	1	5		46
54	1	1	5		47

Local 400**3.08(g)**

Total # of Journeymen	General	Assistant GF	Lead Foreman	Foremen 5-10 JW	Foremen 3-4 JW	Plan Reader * see Art. 3.08(k) (k)	JW
1	0	0	0	0	0	1	0
2	0	0	0	0	0	1	1
3	0	0	0	0	1	0	2
4	0	0	0	0	1	0	3
5	0	0	0	1	0	0	4
6	0	0	0	1	0	0	5
7	0	0	0	1	0	0	6
8	0	0	0	1	0	0	7
9	0	0	0	1	0	0	8
10	0	0	0	1	0	0	9
11	0	0	0	1	0	0	10
12	0	0	1	1	0	0	10
13	0	0	1	1	0	0	11
14	0	0	1	1	0	0	12
15	0	0	1	1	0	0	13
16	0	0	1	1	0	0	14
17	0	0	1	1	0	0	15
18	0	0	1	1	0	0	16
19	0	0	1	1	0	0	17
20	0	0	1	1	0	0	18
21	0	0	1	1	0	0	19
22	0	0	1	1	0	0	20
23	0	0	1	2	0	0	20
24	1	0	0	3	0	0	20
25	1	0	0	3	0	0	21
26	1	0	0	3	0	0	22
27	1	0	0	3	0	0	23
28	1	0	0	3	0	0	24
29	1	0	0	3	0	0	25
30	1	0	0	3	0	0	26
31	1	0	0	3	0	0	27
32	1	0	0	3	0	0	28
33	1	0	0	3	0	0	29
34	1	0	0	3	0	0	30
35	1	0	0	4	0	0	30
36	1	0	0	4	0	0	31
37	1	1	0	4	0	0	31
38		1	0	4	0	0	32
39	1	1	0	4	0	0	33

40	1	1	0	4		0	34
41	1	1	0	4		0	35

For each additional ten (10) Journeymen, one (1) additional Foreman shall be added. For each additional forty (40) Journeymen, one (1) additional Assistant General Foreman shall be added.

Local 400**Solar Manpower and Foreman Schedule**

Total JW's	General Foreman 127%	Assistant G.F. 119%	Lead Foreman 117 %	Foreman 115%	Journeyman
1	0	0	0	1	0
2	0	0	0	1	1
3	0	0	0	1	2
4	0	0	0	1	3
5	0	0	0	1	4
6	0	0	0	1	5
7	0	0	0	1	6
8	0	0	0	1	7
9	0	0	0	1	8
10	0	0	0	1	9
11	0	0	0	1	10
12	0	0	0	1	11
13	0	0	0	1	12
14	0	0	0	1	13
15	0	0	0	1	14
16	0	0	0	1	15
17	0	0	1	1	15
18	0	0	1	1	16
19	0	0	1	1	17
20	0	0	1	1	18
21	0	0	1	1	19
22	0	0	1	1	20
23	0	0	1	1	21
24	0	0	1	1	22
25	0	0	1	1	23
26	0	0	1	1	24
27	0	0	1	1	25
28	0	0	1	1	26
29	0	0	1	1	27
30	0	0	1	1	28
31	0	0	1	1	29
32	0	0	1	1	30
33	1	0	0	2	30
34	1	0	0	3	30
35	1	0	0	3	31
36	1	0	0	3	32
37	1	0	0	3	33
38	1	0	0	3	34
39	1	0	0	3	35

40	1	0	0	3	36
41	1	0	0	3	37
42	1	0	0	3	38
43	1	0	0	3	39
44	1	0	0	3	40
45	1	0	0	3	41
46	1	0	0	3	42
47	1	0	0	3	43
48	1	0	0	3	44
49	1	0	0	3	45
50	1	0	0	4	45
51	1	0	0	4	46
52	1	0	0	4	47
53	1	0	0	4	48
54	1	0	0	4	49
55	1	0	0	4	50
56	1	0	0	4	51
57	1	0	0	4	52
58	1	0	0	4	53
59	1	0	0	4	54
60	1	0	0	4	55
61	1	0	0	4	56
62	1	0	0	4	57
63	1	0	0	4	58
64	1	0	0	4	59
65	1	0	0	4	60
66	1	1	0	4	60
67	1	1	0	5	60
68	1	1	0	5	61

Local 456

Appendix B

Total Manpower (Apprentices not included)	Journeyman	Working Foreman	Foreman	Assistant General Foreman	General Foreman (supervise 1 crew)	General Foreman (supervise Foremen only)
1	1					
2	1	1				
3	2	1				
4	3	1				
5	4	1				
6	5	1				
7	6		1			
8	7		1			
9	8		1			
10	9		1			
11	10		1			
12	10	1		1		
13	11	1		1		
14	12	1		1		
15	13	1		1		
16	14	1		1		
17	15	1		1		
18	16	1		1		
19	17		1	1		
20	18		1	1		
21	19		1		1	
22	20		1		1	
23	20	1	1		1	
24	21	1	1		1	
25	22	1	1		1	
26	23	1	1		1	
27	24	1	1		1	
28	24	1	2		1	
29	25	1	2		1	
30	26	1	2			1
31	27		3			1
32	28		3			1
33	29		3			1
34	30		3			1
35	30	1	3			1
36	31	1	3			1

37	32	1	3			1
38	33	1	3			1
39	34	1	3			1
40	34	1	3	1		1
41	35	1	3	1		1
42	36	1	3	1		1
43	37		4	1		1
44	38	1	3	1		1
45	39	1	3	1		1
46	40		4	1		1
47	40		4	1		1
48	41		4	1		1
49	42		4	1		1
50	43		4	1		1
51	44	1	4	1		1
52	45	1	4	1		1
53	46	1	4	1		1
54	47		5	1		1
55	48		5	1		1
56	49		5	1		1
57	50		5	1		1
58	50	1	5	1		1
59	51	1	5	1		1
60	52	1	5	1		1
61	53	1	5	1		1
62	54	1	5	1		1
63	55	1	5	1		1
64	56	1	5	1		1
65	57	1	5	1		1
66	58		6	1		1
67	59		6	1		1
68	60		6	1		1
69	61		6	1		1

Section XI: Pay Provisions

General Pay Provisions

Show-up Pay

Layoff/Termination Pay

Additional Guaranteed Pay & Hours (incl. Holidays)

General Pay Provisions

Local 102

3.10 Employees shall be paid weekly by check or in currency at the Employer's option, with the employee's consent, the employer may also issue weekly pay through direct deposit. In no case shall more than three (3) working days pay be withheld at the end of the pay period. Any employees not paid during the regular working hours on the job shall not return to work until paid unless otherwise directed by the union office.

3.12 When employees receive their wages, they shall receive a receipt from the Employer for Social Security, Unemployment Insurance and Withholding Tax.

Local 164

5.01(a) "...*** All work performed in Local 164's jurisdiction must be paid at Local 164's rate. All working assessments and fringe benefits must be remitted to Local Union No. 164."

5.10 All employees shall be paid in currency or by check, at the discretion of the Employer not later than 3:00 P.M. on Wednesday, which is the recognized payday. In no case shall more than two days' pay be held back at the end of the week. One day grace period shall be allowed if a holiday falls on Monday, Tuesday or Wednesday.

5.18 When men are laid off they must be paid immediately. Otherwise waiting time at the regular rate will be charged until all wages due are paid. If a man is fired, the Employer has three business days to get the paycheck delivered to the union offices.

5.19 No employee shall return to work on the day following his regular pay day, who has not received his wages for the previous week and waiting time will become effective as per Article V, Section 18.

5.20 When employees receive their wages they shall receive a receipt from the Employer for Social Security, Unemployment Insurance, Withholding Tax, Unemployment Lay-off slip and Employees Personal Fund.

Local 400

3.04(a) The payroll period shall end on Sunday. Wages shall be paid weekly in currency, by check or, by mutual consent between the Employer and employee, by direct deposit not later than quitting time on Wednesday. However, if a holiday falls on a Tuesday or Wednesday payment may be made on Thursday. If an Employer issues a check for wages and it, is returned by the bank due to non-sufficient funds, that Employer shall no longer be permitted to pay by check, but shall pay wages weekly in currency and shall reimburse each affected Employee for all fees they incur as a result of the check(s) written against non-sufficient funds. In that instance, the Employee must furnish the Employer with a receipt documenting the fees for reimbursement.

3.04(b) When workmen are laid off on the job, they shall be paid all wages due immediately. The workmen shall be notified at least ½ hour prior to quitting time and be allowed sufficient time at his regular wages to gather his belongings, plus travel time to the employers shop, if the Employee is to be paid at the shop. If a workman is laid off due to lack of work, he shall receive not less than a full day's pay for the day which the layoff occurs. In the event the Employee is not paid, waiting time at the regular rate shall be charged with double time for Sunday. No man will return to work until payment is made.

3.04(c) Any workman reporting to work and being laid off, not having been notified the day previous such layoff, unless the Employer notifies the office of the Business Manager on the day of the layoff, if the Employee is absent, shall receive not less than four (4) hours wages in order to gather his/her tools and personal

belongings and shall be paid in full immediately. In the event the Employee is not paid off, waiting time at the regular rate shall be charged until payment is made. No workman shall be employed for less than one (1) day.

3.04(d) Payroll benefit reports shall be forwarded to the Union on the same day employees receive their pay. A duplicate copy shall be forwarded with benefit checks when due in accordance with this Agreement.

3.04(e) A listing of all deductions and contributions shall be included on all pay stubs or equivalent, presented to employees on their regularly scheduled payday.

Local 456

3.03(f) When men arrive late or leave early from work, they shall be notified immediately by their supervising Foreman for whatever time is being deducted from their pay as a result of being late or leaving early.

3.05 When workmen are required to perform work outside the jurisdiction of the Union where a higher Total Package rate prevails, they shall be paid the higher Total Package rate.

3.06 Wages shall be paid in check or currency on the job or at the shop, with voucher showing all information before regular time to stop work. The workweek and payroll week shall end at midnight Sunday for all contractors. In no case shall more than three days pay be withheld. If a holiday falls on a Monday, Tuesday or Wednesday, then payday can be on Thursday.

Show-up Pay

Local 102

3.05(a) Any employee notified to report to work shall be paid at least two hours time. If required to report outside of regular working hours, he shall be paid at the prevailing overtime rate. When required to work, Section 3.04 will prevail. When the Local Union has been given previous days notice for manpower requirements, any employee reporting to work on the first day more than two (2) hours past the normal starting time for that job or if previous notice is not given, said employee shall have up to three (3) hours to report to the job, said employee shall only be paid for that portion of time actually on the job and not the full eight (8) hours pay.

3.06 No workman shall be employed for less than what constitutes one day's pay, and when laid-off, shall receive not less than a day's pay unless terminated and provided with a termination slip.

Local 164

5.13 Any employee who has reported ready for work, when ordered to do so by the Employer and is not allowed to start, shall be entitled to two hour's wages. Any employee newly hired and not allowed to start shall receive two hour's wages.

Local 400

3.09(a) Any Employee who starts to work at the prescribed start time of the workday, when directed to do so by the Employer or the Foreman, and is directed to stop work due to weather conditions, lack of materials or other causes beyond their control, shall receive two (2) hours pay. Workmen who continue working after 12:30 pm shall receive a full days pay unless leaving work on their own accord.

3.09(b) When workmen are directed to report to a job and they do not start work due to weather conditions, lack of materials or other causes beyond their control, they shall receive two (2) hours pay unless notified before their prescribed start time.

3.09(c) In the event that it is necessary for a contractor to call in workmen to do any work after said workmen have completed their days work and have gone home, workmen returning to this or any other regular construction job shall receive no less than four (4) hours pay at the prescribed overtime rate. This applies to weekends and holidays at any time.

Local 456

3.08(a) When workmen are directed to report to a job and do not start to work due to weather conditions, lack of material, or other causes beyond their control, they shall receive payment for not less than two (2) hours per day. However, unless interrupted by inclement weather, all men working beyond 10:00 AM shall be employed until 12:00 Noon. If work is resumed at 12:30 PM, they shall be employed until 4:30 PM, unless interrupted by inclement weather.

3.08(b) In the event that it is necessary for a contractor to call in workmen to do any work and after said workmen have completed their days work and have gone home, workmen returning to this or any other regular construction job shall receive no less than four (4) hours of pay at the prescribed overtime rate. This also applies to weekends and holidays.

Layoff/Termination Pay

Local 102

3.04 Whenever any employee is employed for any percent of four (4) hours, such employee shall be paid for four (4) hours time at the specified rate. In the event of more than four (4) hours employment, the employee shall receive the specified rate for the full day unless terminated and provided with a termination slip. When working under Section 3.02, this section will prevail.

3.06 No workman shall be employed for less than what constitutes one day's pay, and when laid-off, shall receive not less than a day's pay unless terminated and provided with a termination slip.

3.09 When employees are laid off on the job, they shall be allowed one-half hour's time to pick up their tools.

3.11 When employees are laid off they must be paid immediately, or with the approval of the Business Manager, pay must be delivered on or before the next business day to the main union hall. Otherwise waiting time at the regular rate will be charged until all wages due are paid. When employees are discharged, with notification to the Local Union, pay and termination slip must be delivered to the Local Union's main office within three (3) business days (including the day of termination). All employees laid off or terminated for any reason must be given a termination of employment slip or said slip must be faxed to the Local Union's main office the day of the termination.

Local 164

5.15 On any job where a man starts to work at 12:30 P.M. he shall not be laid off until 4:30 P.M.

5.16 On any job where an employee starts to work or receives two hours shape up pay, he shall not be laid off until 4:30 P.M.

5.17 When employees are laid off on the job they shall be allowed 15 minutes to pick up their tools

5.18 When men are laid off they must be paid immediately. Otherwise waiting time at the regular rate will be charged until all wages due are paid. If a man is fired, the Employer has three business days to get the paycheck delivered to the union offices.

Local 400

2.09(d) The Employer shall have the right to discharge any Employee for just cause (such as being under the influence of drugs or alcohol or fighting). The Employer shall notify the Business Manager of the Union of any such termination and paycheck(s) will be made available for the Employee(s) at the Local Union office the following workday. When a workman is discharged, he shall be paid for the time he has worked and be allowed ½ hour time at his regular wages to gather his tools and personal belongings.

3.04(b) When workmen are laid off on the job, they shall be paid all wages due immediately. The workmen shall be notified at least ½ hour prior to quitting time and be allowed sufficient time at his regular wages to gather his belongings, plus travel time to the employers shop, if the Employee is to be paid at the shop. If a workman is laid off due to lack of work, he shall receive not less than a full day's pay for the day which the layoff occurs. In the event the Employee is not paid, waiting time at the regular rate shall be charged with double time for Sunday. No man will return to work until payment is made.

3.04(c) Any workman reporting to work and being laid off, not having been notified the day previous such layoff, unless the Employer notifies the office of the Business Manager on the day of the layoff, if the Employee is absent, shall receive not less than four (4) hours wages in order to gather his/her tools and personal belongings and shall be paid in full immediately. In the event the Employee is not paid off, waiting time at the regular rate shall be charged until payment is made. No workman shall be employed for less than one (1) day.

Local 456

3.07 When workmen are laid off, they shall be paid all wages due immediately. If the layoff is made on job, the workmen shall be allowed ½ hours' time in order to gather his tools and personal belongings, and shall be paid all his wages immediately. In the event he is not paid off, waiting time shall be paid for at the employee's regular straight time rate until payment is made. If an employee is discharged for cause, the Employer shall deliver the paycheck to the Union Hall on or before the next business day.

3.11 The Employer shall notify the Business Manager of the Union when laying off any workmen.

Additional Guaranteed Pay & Hours (incl. Holidays)

Local 102

3.04 Whenever any employee is employed for any percent of four (4) hours, such employee shall be paid for four (4) hours time at the specified rate. In the event of more than four (4) hours employment, the employee shall receive the specified rate for the full day unless terminated and provided with a termination slip. When working under Section 3.2, this section will prevail.

3.05(a) Any employee notified to report to work shall be paid at least two hours time. If required to report outside of regular working hours, he shall be paid at the prevailing overtime rate. When required to work, Section 3.4 will prevail. When the Local Union has been given previous days notice for manpower requirements, any employee reporting to work on the first day more than two (2) hours past the normal starting time for that job or if previous notice is not given, said employee shall have up to three (3) hours to report to the job, said employee shall only be paid for that portion of time actually on the job and not the full eight (8) hours pay.

3.06 No workman shall be employed for less than what constitutes one day's pay, and when laid-off, shall receive not less than a day's pay unless terminated and provided with a termination slip.

Cable Splicers

3.05(b) Cable Splicers shall be guaranteed a full day's employment except on Saturdays, Sundays and Holidays, on which days they will be guaranteed two hours show up time at the prevailing overtime rate.

4.17 When splicing lead cables, two splicers will be required.

Foremen

5.07 All types of Foremen and Sub-Foremen shall be paid for holidays listed in Article IV, Section 4.04 provided they work the regular workday prior to and the regular workday following the holiday if work is available. However, double time shall be the maximum amount paid.

5.08 Once established, the highest classification of General Foreman shall receive a minimum of forty (40) hours pay per week, with full benefits at their prescribed rate of pay, excluding personal time off while on vacation.

Local 164

5.12 Any employee reporting to the job by 9:00 A.M. on the day of referral shall receive wages commencing at 8:00 A.M.

5.14 Any employee starting to work on any workday shall receive not less than four hours pay.

5.15 On any job where a man starts to work at 12:30 P.M. he shall not be laid off until 4:30 P.M.

5.16 On any job where an employee starts to work or receives two hours shape up pay, he shall not be laid off until 4:30 P.M.

6.10 In the event that it is necessary for a Contractor to call in men to do any work after 4:30 P.M., on weekdays, and where said men have completed their day's work and have gone home, men returning to this or any other job shall receive no less than 4 hours pay at time and one-half (1-1/2). This rule applies Monday to Saturday. Sundays

and recognized Holidays at double-time.

Foremen

8.01 There shall be Foremen or General Foremen on jobs provided by Article V, Sections 3, 4, 5, and 6. All classifications of Foreman shall receive payment for the 8 holidays listed in Article 6.09 of this agreement except if they fall on a Sunday. The holiday pay is to be exempt from benefit payments however, these paid holidays are to be deducted from the ten (10) days allowed to be paid without benefits attached as per the definition of Gross Labor Payroll.

Local 400

3.04(b) "...If a workman is laid off due to lack of work, he shall receive not less than a full day's pay for the day which the layoff occurs. In the event the Employee is not paid, waiting time at the regular rate shall be charged with double time for Sunday. No man will return to work until payment is made."

3.04(c) Any workman reporting to work and being laid off, not having been notified the day previous such layoff, unless the Employer notifies the office of the Business Manager on the day of the layoff, if the Employee is absent, shall receive not less than four (4) hours wages in order to gather his/her tools and personal belongings and shall be paid in full immediately. In the event the Employee is not paid off, waiting time at the regular rate shall be charged until payment is made. No workman shall be employed for less than one (1) day.

3.09(a) "...Workmen who continue working after 12:30 p.m. shall receive a full days pay unless leaving work on their own accord."

3.09(b) When workmen are directed to report to a job and they do not start work due to weather conditions, lack of materials or other causes beyond their control, they shall receive two (2) hours pay unless notified before their prescribed start time.

3.09(c) In the event that it is necessary for a contractor to call in workmen to do any work after said workmen have completed their days work and have gone home, workmen returning to this or any other regular construction job shall receive no less than four (4) hours pay at the prescribed overtime rate. This applies to weekends and holidays at any time.

Foremen

3.08(d) All General Foremen, Assistant General Foremen, Lead Foreman and Foremen shall be paid for holidays as stated in Article III, Section 3.02(a) of this Agreement, when said holidays occur during the regular workweek. On a 4-10's job, Foreman's holiday pay will be paid for 10 hours.

Local 456

3.08(b) In the event that it is necessary for a contractor to call in workmen to do any work and after said workmen have completed their days work and have gone home, workmen returning to this or any other regular construction job shall receive no less than four (4) hours of pay at the prescribed overtime rate. This also applies to weekends and holidays.

Foremen

3.15(d) All foremen shall be paid for all holidays mentioned in Article 3.03(a) of this agreement, including all

applicable fringe benefits, provided that they fall or are celebrated during the work week prescribed in Article 3.03(a). When the regular foreman on the job fails to report on days proceeding or following designated holidays as stated in Article 3.03(a), the regular foreman shall be paid for the holiday, not the temporary foreman assigned to the job. Foreman shall not lose any time due to inclement weather. Foreman shall stay on the job and ready to work or be transferred to another inside job for that day or days. Regular foreman's rate of pay will be maintained.

Cable Splicers

3.31(b) Cable splicers shall be guaranteed a full day's employment except on Saturdays, Sundays and Holidays, on which days they will be guaranteed two hours show-up time at the appropriate rate of pay.

Section XII: Collections & Funds/Assessments

Bond Language

Fund Payment/Collection Procedures

COPE

Working Dues

Insurances/Government Requirements

JATC Contribution

NEIF Language

AMF Language

NLMCC Language

NEBF Language

TDB Language

Annuity Language

Health & Welfare Language

Local Pension Language

Personal/Vacation Fund Language

Supplemental Fund Language

Miscellaneous Fund Language

Gross Labor Payroll (GLP)

“Alumni” Agreement

Bond Language

Local 102

3.13(a) Each Employer covered by this Agreement shall post a Bond of a Surety Company authorized to do business in New Jersey and Pennsylvania, and listed in the Department of the Treasurer Listing of approved sureties (Department Circular 570) as of the most recent June 29th issuance of such a list, guaranteeing the payment of all wages and fringe benefits. In the case of resident Employers, the bond shall be triple the amount of the highest weekly payroll, including fringe benefits, in the previous calendar year or current payroll, whichever is higher. In the case of the out of town Employers, the bond shall be triple the amount of the average anticipated weekly payroll including fringe benefits for the current calendar year. However, in either case, the amount of said bond shall be not less than \$25,000.00 and shall be posted prior to commencing work. All out of town Employers anticipating work in the area shall post their bond prior to commencing such work. It is understood that any Bond posted pursuant to the provision by a resident Employer shall be applicable to any employee who is employed by a resident Employer outside the territorial jurisdiction of I Union No. 102 and within the territorial jurisdiction of another IBEW Local Union.

3.13(b) The Employer shall reserve the right to provide a cash equivalent or a letter of credit with a bank in lieu of posting a surety bond, guaranteeing the payment of all wages and fund contributions earned by the employee. The amount of cash equivalent or letter of credit shall be determined by the amount of one week's wages and sixty (60) days of fund contributions due on behalf of the employees and the Union, multiplied by the anticipated work force to be employed and shall remain in force until forty five (45) days after completion of the job.

3.13(c) Forty five (45) days after the completion of the job and after all wages and fund contributions have been paid; the cash equivalent or letter of credit will be returned to the respective Employer. If wages and/or fund contributions are due, the Union, using the cash equivalent or letter of credit, shall pay all delinquencies and refund the balance to that Employer.

Local 164

5.11 Effective immediately, each Employer covered by this Agreement shall post a Bond of a surety company authorized to do business in New Jersey, guaranteeing the payment of all wages and fringe benefits. The Bond shall be four times the amount of the highest weekly payroll, including fringe benefits, in the previous calendar year or current payroll, whichever is higher, with a minimum bond of \$25,000.00. In the case of Employers who did not perform work the previous year, the Bond shall be four times the highest anticipated weekly payroll, including fringe benefits, for the current calendar year with a minimum bond of \$25,000.00. The bond provided herein shall be non-cancelable except by permission of the Union and shall provide for immediate payment of all wages due workmen who are employed under the terms of this agreement.

Employers may, if they so desire, furnish a cash Bond in the form of a cashiers check made payable to a Bank, selected by the Local Union, authorizing said Bank to hold said money in escrow and to pay the same to any employee or employees, or trustees under any fringe benefit plan, to whom such Employers may be obligated to make such payment under the provisions of this agreement, and are in default thereof. Said escrow agreement shall continue in effect during the period of this contract and of any other renewal agreement hereof unless, and until the Employer terminates his business as an electrical contractor, in which event, the said bank shall be at liberty, upon written consent of the Union, to return said escrow monies. In the event that the bank is required to make payment of all or any part of said escrow monies under the provisions hereof, the Union is authorized and shall have the right to withhold the services, of any and all employees of any such Employer until said Employer has paid to the bank, in continuance of the escrow agreement, the full amount of monies thus paid by the bank.

Local 400

2.05(a) Each Employer covered by this Agreement shall post a bond with a surety company listed in the Department of the Treasury's listing of approved sureties (Department Circular 570) as of the most recent June 29th issuance of such list. In the case of out-of-town Employers, the bond shall be triple the amount of the highest anticipated weekly payroll including fringe benefits, for the current calendar year. However, in either case, the amount of said bond shall not be less than \$20,000.00 and shall be posted prior to commencing work. All out-of-town Employers shall post their bond prior to commencing such work. In those cases where a chronic delinquency exists, the Union may require increasing the face amount of the bond and/or the accompanying of the fringe benefit checks with the Employees paycheck. The fringe benefit checks are to be made out payable to the respective funds along with the contribution forms. The Union will accept all responsibility to collect the fringe checks and forms from the Employers.

2.05(b) The Local Union shall reserve the right, whenever it deems necessary, to demand a cash bond, guaranteeing the payment of all wages and fund contributions earned by the Employee. The amount of said bond shall be determined by the amount of wages and fund contributions due on behalf of the employees and the Union multiplied by the anticipated workforce to be employed for a period of 30 days, and shall remain in force until forty-five (45) days after completion of the job. Forty-five (45) days after the completion of the job and after all wages and fund contributions have been paid, the cash bond will be returned to the respective Employer. If wages and/or fund contributions are due, the Union, using the cash bond, shall pay all delinquencies and refund the balance of the bond to the respective Employer.

Local 456

2.12(a) Each Employer covered by this Agreement shall post a bond with a surety company authorized to do business in the State of New Jersey and listed in the Department of the Treasurer listing of approved sureties (Department Circular 570) as of the most recent June 29th issuance of such a list guaranteeing the payment of all wages, fringe benefits, working dues and other payments commencing work in the jurisdiction as follows:

- (a) 1-7 employees \$ 25,000.00 bond
- (b) 8-14 employees \$ 60,000.00 bond
- (c) 15-25 employees \$120,000.00 bond
- (d) 26-40 employees \$190,000.00 bond
- (e) 41-50 employees \$240,000.00 bond
- (f) 51 + employees per determination of the Labor-Management Committee considering such factors as the length of the job, the Employer's history of payment and delinquencies, the Employer's geographic location and any other relevant factors.

The bond provided hereby, shall in case of the Employer's failure to pay wages and/or fringe benefits and other payments due employees, shall be paid directly to the employees, and/or the trustees of the fringe benefit funds and/or the designated recipients of other payments as set forth by this Agreement.

2.12(b) The Bond provided herein shall be non-cancellable except by permission of the Union and shall provide for immediate payment of all wages and fringe benefits due workmen who are employed under the terms of this Agreement.

2.12(c) The Local Union shall reserve the right, whenever it deems it necessary to demand a cash bond guaranteeing the payment of all wages and fund contributions earned by the Employee. The amount of said bond shall be determined by the amount of wages and fund contributions due on behalf of the employees and

the Union multiplied by the anticipated work force to be employed for a period of 30 days, and shall remain in force until 45 days after completion of the job.

2.12(d) Forty-five days after the completion of the job and all wages and fund contributions have been paid, the cash bond will be returned to the respective Employer. If wages and/or fund contributions are due, the Union, using the cash bond, shall pay all delinquencies and refund the balance of the bond to the respective Employer.

Fund Payment/Collection Procedures

Local 102

7.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

7.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship 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 empowered 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. (CAT I Language)

8.07(a) DOCUMENTATION

All contractors working within the jurisdiction of any IBEW Local are required to sign a Letter of Assent, and be bound by a Surety Company authorized to do business in New Jersey, to guarantee the payment of all wages and fringe benefits in the amount set forth in the Agreement.

Copies of the Letter of Assent and Bonds are to be filed with the Trustees of the respective Funds to which contributions are required under the terms of the Collective Bargaining Agreement, and are to be made available to the Trustees at every regular meeting of the Board of Trustees, or upon the request of any member of the Board of Trustees.

Copies of the Letter of Assent and Bond are to be forwarded to the Chapter Office and the Office of the IBEW State TDB Fund upon execution by any contractor. (Copies of Letter of Assent and Bonds signed prior to the adoption of this collection procedure are to be forwarded in accordance with the above paragraph.)

(b) The parties agree that the New Jersey Electrical Workers TDB Fund, the Local Union No. 102 Welfare Fund, the Local Union No. 102 Pension Fund, and the Local Union No. 102 Annuity Fund be considered Trust Funds and that they be administered in accordance with the Agreement, the Declaration of Trust which has been established between the parties hereto and within the rules and regulations of the United States Internal Revenue Service. The various Board of Trustees shall have full authority to collect and enforce collection of said contributions as authorized agents of the parties hereto.

(c) The reports contributions and submittal forms for all Welfare Fund, Pension Fund, Annuity Fund, Personal Fund, and the New Jersey Electrical Workers TDB Fund contributions covered by this Article shall be mailed to reach the Local Union No. 102 Distribution Fund's Collection Agent no later than fifteen (15) calendar days following the end of each calendar month.

UNIFORM COLLECTION PROCEDURE

8.08(a) Any Employer failing to submit the required Funds contributions together with the corresponding remittance report to the funds on a form provided for that purpose by the trustees, within the prescribed time limit of the Collective Bargaining Agreement or as otherwise specified by the funds, shall be subject to the collection policy and procedures as determined by the Collection Committee (composed of Trustees of the Pension, Surety and Welfare Funds) under the advisement of the Funds attorneys.

8.08(b) All reports and contributions required under the Collective Bargaining Agreement are to be forwarded to the appropriate collection agents no later than 15 calendar days following the end of each calendar month, at which time contributions are considered due and payable.

8.08(c) Any Employer who fails to make the contributions to the Plan for which it is obligated, in accordance with the terms and conditions of its obligation, the Trustees may bring an action on behalf of the plan pursuant to Sections 502(g) (2) and 515 of ERISA to enforce the Employer's obligation.

8.08(d) In any action under subsection (c) in which judgement is awarded in favor of the Plan, the Employer shall pay to the Plan, in accordance with the court's award -

1. The unpaid contributions,
2. Interest on the unpaid contributions, determined at the rate of the prime interest rate at the time of payment.
3. Reasonable attorneys' fees and costs of the action, and such other legal or equitable relief as the court deems appropriate.

(e) Once an employer is delinquent as above provided, the Union in concert with the Collection Committee shall reserve the right to withdraw all manpower from the delinquent employer.

8.08(f) Nothing in this Section shall be construed as a waiver of limitation on the Plan's or the Trustees' right to enforce an Employer's contribution obligation in any other type of proceeding.

Local 164

5.01(a) Make one (1) check payable to the "IBEW Local Union 164 Distribution Fund" for the following benefits, along with seven copies of the remittance report and mail to:

Deborah Kyle
TD BANK MAIL STOP NJ5-002-223
6000 Atrium Way
Mount Laurel, NJ 08054

Mail the Joint Boards Copy of the remittance report and a copy of your check to:

Fabian & Byrn LLC
Attn: Local Union 164 Distribution Fund
425 Eagle Rock Avenue, Suite 105
Roseland, NJ 07068

*****ALL WORK PERFORMED IN LOCAL 164's JURISDICTION MUST BE PAID AT LOCAL 164's RATE. ALL WORKING ASSESSMENTS AND FRINGE BENEFITS MUST BE REMITTED TO LOCAL UNION No. 164.

10.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

10.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship 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 empowered 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. (CAT I Language)

14.06(a) Contractors doing work in the area covered by this agreement shall pay the Welfare Fund, Pension Fund, Annuity Fund, Employee Personal Fund, Apprenticeship Training Fund, National Electrical Benefit Fund (NEBF), National Electrical Industry Fund contributions (NEIF), once every month, not later than fifteen (15) calendar days from the end of each calendar month made payable to the Local Union 164 Distribution Fund and mail to Deborah Kyle, TD Bank Mail Stop NJ5-002-223, 6000 Atrium Way, Mount Laurel, NJ 08054. A copy of your check and original remittance report must be forwarded to Fabian & Byrn LLC, C/O LU 164 Distribution Fund, 425 Eagle Rock Avenue, Suite 105, Roseland, NJ 07068.

14.06(b) Individual Employers who fail to remit 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 Union. The Employer shall reimburse all employees for lost wages and fringe benefits when the seventy-two (72) hour notice is enacted. Lost wages and benefits not to exceed one day's pay.

14.06(c) In the event an Employer fails to remit to any of the trust funds on a timely basis, as required by the Agreement, three times in a row, said Employer may be required by action of fund trustees to make weekly contributions for all funds for a period of two months.

The failure of an individual Employer to comply with the applicable provisions of this Article shall also constitute a breach of this labor agreement.

14.07(a) In the case of an Employer that fails to make the contributions to the Plan for which it is obligated, in accordance with the terms and conditions of its obligation, the Trustees may bring an action on behalf of the Plan pursuant to sections 502 (g) (2) and 515 of ERISA to enforce the Employer's obligation.

14.07(b) In any action under subsection (a) in which judgment is awarded in favor of the Plan, the Employer shall pay to the Plan, in accordance with the court's award-

- (I) the unpaid contributions,
- (II) interest on the unpaid contributions, determined at the rate of the prime interest rate at the time of payment plus 2 percentage points.
- (III) liquidated damages equal to the greater of-
 - (A) the amount of interest charged on the unpaid contributions, or
 - (B) 20% of the unpaid contributions,
- (IV) reasonable attorneys' fees and costs of the action, and
- (V) such other legal or equitable relief as the court deems appropriate.

14.07(c) Nothing in this section shall be construed as a waiver of limitation on the Plan's or the Trustees' right to enforce an Employer's contribution obligation in any other type of proceeding.

Local 400

5.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

5.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship 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 empowered 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. (CAT I Language)

6.07(a) The failure of an individual Employer to comply with any of the provisions stated in Article VI shall constitute a breach of this Agreement. In the event an Employer fails to remit payments to the respective benefit funds as provided in this Agreement, the offices of the Local Union will be allowed two weeks to collect said monies. If the monies have not been collected within this period of time, the delinquency will automatically be referred to the designated fund attorney for collection.

6.07(b) In the case of an Employer who fails to make the contributions to the Plan for which it is obligated, in accordance with the terms and conditions of its obligation, the Trustees may bring an action on behalf of the Plan pursuant to sections 502(g) (2) and 515 of ERISA to enforce the Employer's obligation.

6.07(c) In any action under subsection (b) in which judgment is awarded in favor of the Plan, the Employer shall pay the Plan, in accordance with the court's award:

- (I) the unpaid contributions,
- (II) interest on the unpaid contributions, determined at the rate of the prime interest rate plus eight (8) percent at the time of payment.
- (III) reasonable attorney's fees and cost of the action, and such other legal or equitable relief as the court deems appropriate.

6.07(d) Nothing in this section shall be construed as a waiver of limitation on the Plan's or the Trustees' right to enforce an Employer's contribution obligation in any other type of proceeding.

6.08 If an Employer follows IRS per diem payment guidelines and record keeping requirements and does not report per diem payments as gross pay to the Employee, those per diem payments will not be deemed part of gross labor payroll. The Board of Trustees, in their sole discretion, may require an Employer to contribute on payroll items that the Trustees have reason to believe are subterfuge to avoid the basic contribution obligation.

Local 456

5.11 The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans are addressed in other sections of this Agreement.

5.15 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 empowered 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. (CAT I Language)

7.11 Employers doing work in the jurisdiction of Local Union No. 456 and failing to pay required NEBF, Welfare Fund, Pension Fund, Temporary Disability Benefit Fund, Annuity Fund, Personal Fund, Working Dues, Apprenticeship Training Fund and NNJEIF contributions monthly to the IBEW Local 456 Distribution

Fund, along with a remittance report on a form provided for that purpose by the offices of these various Funds, and shall be subject to having this Agreement terminated upon seventy-two (72) consecutive hours notice in writing being served by this Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the respective funds. The Employer agrees that it shall not constitute a violation of this Agreement for the Union to remove the workmen employed by an Employer who is delinquent in any wage fringe payment due under the terms of this Agreement.

All fringe benefits must be paid not later than fifteen (15) calendar days following the end of each calendar month.

In the event that contributions are not received on the required date, the Board of Trustees or the administrator of the fund shall have the authority to assess a delinquent penalty of one and one-half percent (1 1/2%) per month interest from the day upon which contributions are due, which said interest shall be considered delinquency charges. Delinquency charges shall be made payable to the respective Funds on which they have been assessed.

In the event that a matter is forwarded to counsel for the respective Fund for collection purposes, an Employer, found to be delinquent, shall be required to pay the interest set forth plus all attorney's fees and court costs incurred by the Trustees to enforce such payments as stipulated damages.

7.12 If an Employer becomes two consecutive months in arrears (60 days) in making the required contributions to the respective Trust Funds as required under this Agreement, the Employer may then be required by the respective Trustees to make said future contributions on a weekly basis for a period of two months.

COPE (Deduct)

Local 102

No reference.

Local 164

5.01(a) Committee on Political Education (C.O.P.E.) .25% of Gross Labor Payroll
State (C.O.P.E) \$.10 cents per hour

Note: These deductions must be subtracted from the hourly wage rates....

*****ALL WORK PERFORMED IN LOCAL 164's JURISDICTION MUST BE PAID AT LOCAL 164's RATE. ALL WORKING ASSESSMENTS AND FRINGE BENEFITS MUST BE REMITTED TO LOCAL UNION No. 164.

Local 400

3.05(a) **NOTE: To be Deducted from Gross Wages**

- C.O.P.E. (Committee on Political Education) .7% of Gross Wages effective 7/29/19

3.14 The Employer agrees to deduct and transmit to IBEW/COPE an amount of 0.7% from the wages of each Employee who authorizes such contributions on the forms provided for that purpose by IBEW/COPE. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

Local 456

3.04(b) "...IBEW LU 456 COPE Fund .4 of 1% Gross Labor Payroll"

7.10 The Employer agrees to deduct and transmit to IBEW/COPE an amount of .4 of 1% of gross labor payroll from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose by IBEW-COPE.

These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee.

Please Note: The percentage assessed is subject to change during the term of the Agreement. For updated percentages, please refer to the current wage sheets from the NECA Chapter.

Working Dues (Deduct)

Local 102

3.01(a) "...Working Dues (3% of gross wages) is to be deducted from each employee's weekly pay."

Local 164

3.04 The Employer upon receipt of an individuals written request on a payroll deduction authorization form signed by the employees covered by this contract, will deduct weekly, the current working dues as specified in the approved Local Union By-Laws. This amount will be forwarded monthly to Local Union No. 164, IBEW, 205 Robin Road, Suite 330, Paramus, New Jersey 07652.

5.01(a) Working Assessments (deduction) 3% of Gross Labor Payroll Note: These deductions must be subtracted from the hourly wage rates....

*****ALL WORK PERFORMED IN LOCAL 164's JURISDICTION MUST BE PAID AT LOCAL 164's RATE. ALL WORKING ASSESSMENTS AND FRINGE BENEFITS MUST BE REMITTED TO LOCAL UNION No. 164.

Local 400

3.05(a) **NOTE: To be Deducted from Gross Wages**

- Working Dues (5% of Gross wages)

3.07 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union 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 Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Local 456

2.13 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- 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 Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

3.04(b) "...Working Dues Assessment 4% Gross Labor Payroll"

7.09 All Employers doing work under the jurisdiction of Local Union No. 456, IBEW shall deduct the appropriate percentage of the Gross Labor Payroll as stipulated by the Local Union's Bylaws which amount is already included in the wage rates, for all employees covered under the terms and conditions of the Agreement for Working Dues. Contributions shall be forwarded monthly on a form provided by the Local Union for that purpose.

7.13 The Employer shall make all legal payroll withholdings for income tax, social security, Personal Fund and Working Dues etc., from the total wages.

Please Note: The percentage assessed is subject to change during the term of the Agreement. For updated percentages, please refer to the current wage sheets from the NECA Chapter.

Insurances/Government Requirements

Local 102

8.01 For all employees covered by this Agreement, the Employer must file certificates of insurance for: Workmen's Compensation Insurance and Disability Insurance (with this local) from a company (or companies) authorized to do business in the state in which the Employer's work is being performed. The Employer shall carry Social Security and such other protective insurance as may be required by the laws of New Jersey and/or Pennsylvania. He shall also make contributions to the Unemployment Compensation Commission of the States of New Jersey and/or Pennsylvania for all workmen employed under the terms of this Agreement.

18.02 The Employer shall furnish the Union with a certificate of workmen's compensation insurance covering all employees of the Employer employed under the terms of this Agreement.

18.03 If the contractor is not already covered under the Unemployment Compensation Law, he shall immediately elect to become covered thereby and shall take immediate steps, as provided by law, to that end.

18.04 All contractors shall specify on this Agreement their case numbers, covering their State Unemployment Insurance, New Jersey State Workmen's Compensation Insurance and Federal Social Security Insurance.

Local 164

19.01 If the Contractor is not already covered under the Unemployment Compensation Law, he will become covered thereby, and shall take immediate steps, as provided by law, to that end.

19.02 Every Contractor party to this Agreement shall furnish a certificate of insurance showing that the employees employed by such Contractor are properly protected by Workmen's Compensation Insurance, said Insurance to be carried with a duly licensed insurance company authorized to do business in the State of New Jersey.

19.03 All Contractors shall specify on this Agreement their case numbers, covering their State Unemployment Insurance, NJ State Workmen's Compensation Insurance and Federal Social Security Insurance.

Local 400

2.04 If the Employer is not already covered under the Unemployment Compensation law, he will immediately elect to be covered thereby, and shall take immediate steps, as provided by law, to that end. The Union shall have the right to withhold men from any Employer who is not covered by the Unemployment Compensation Act. Every Employer who is party to this Agreement shall furnish a certificate of insurance showing that the employees employed by such Employer are properly protected by Workmen's Compensation Insurance, said insurance to be carried with a duly licensed insurance company authorized to do business in the State of New Jersey. All Employers shall specify on this Agreement their case numbers, covering their State Workmen's Compensation Insurance and Federal Social Security Insurance.

Local 456

7.01 For all employees covered by this Agreement, the Employers shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of the same to the Union.

7.02 Each Employer shall become subject to the Unemployment Compensation Law of New Jersey, approved January 1970, and before signing this Agreement must have applied to the Unemployment Compensation Commission to become subject to the provisions of said Unemployment Compensation Law and have obtained a registration number. The Unemployment Compensation Commission of New Jersey shall have consented to the Employer's election to become subject to the law.

7.13 The Employer shall make all legal payroll withholdings for income tax, social security, Personal Fund and Working Dues etc., from the total wages.

JATC Contribution **(Adder)**

Local 102

7.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: 1.5% of gross monthly payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Local 164

10.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 1.5% (of the gross monthly payroll). This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Local 400

5.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: 2% of their Gross Labor Payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Local 456

5.15 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 empowered 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.

5.16 All Employers subject to the terms of this Agreement shall contribute 1.25% of their gross monthly labor payroll for all employees in their employ to the terms of this Agreement for the purpose of maintaining an Apprenticeship and Training Program. This sum shall be due to the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

Please Note: The percentage assessed is subject to change during the term of the Agreement. For updated percentages, please refer to the current wage sheets from the NECA Chapter.

NEIF Language

Local 102

Yes.

Local 164

Yes.

Local 400

Yes.

Local 456

Yes.

AME Language

Local 102

Yes.

Local 164

Yes.

Local 400

Yes.

Local 456

Yes.

NLMCC Language

Local 102

National LMCC Yes Local LMCC: Yes. (No contribution)

Local 164

National LMCC Yes Local LMCC: Yes (.25 of 1% Gross Labor Payroll)

Local 400

National LMCC Yes Local LMCC: Yes (Amount TBD see wage sheet)

Local 456

National LMCC Yes Local LMCC: Yes (No contribution)

NEBF Language
(CAT I Language- Adder)

Local 102

Yes.

Local 164

Yes.

Local 400

Yes.

Local 456

Yes.

TDB Language
(Adder)

Local 102

8.02 The Electrical Contractor agrees to pay the entire cost of the Temporary Disability Insurance under a private plan.

Local 164

14.03 All Contractors will pay the entire cost of the Temporary Disability Insurance under a private plan, to provide maximum off-the-job disability benefits as authorized by the Trustees of said plan.

Local 400

6.03 The Employer agrees to pay the entire cost of the Temporary Disability Insurance under the Private Plan, to provide maximum off the job disability benefits as authorized by the Trustees of said plan.

Local 456

7.03 The electrical contractor agrees to pay the entire cost of the Temporary Disability Benefit Assessment on a monthly basis to the New Jersey Electrical Workers Temporary Disability Benefit Trust Fund in accordance with its rules and regulations.

Annuity Language (Adder)

Local 102

8.05(a) All Employers doing work within the jurisdiction of Local Union No. 102 shall contribute to the Annuity Trust Fund for all employees covered under the terms and conditions of this Agreement on forms provided for that purpose by the Union. The contribution rate shall be at the rate of 12% (13% effective 6/1/2020) (14% effective 5/31/2021) of the gross labor payroll for each employee.

8.05(b) It is mutually agreed that the contributions to the Annuity Trust Fund shall not be considered wages.

Local 164

14.04(a) All Contractors doing work in the area covered by this Agreement shall contribute to its Annuity Fund 14% of the gross labor payroll for all General Foremen, Assistant General Foremen, Foremen, Journeymen and Apprentices in their employ.

14.04(b) The Joint Annuity Board heretofore created to administer and supervise all Annuity Funds shall be continued. Rules and Regulations governing this Joint Annuity Fund Board shall have the approval of both parties to this Agreement.

Local 400

6.05(a) The Employer shall contribute on a gross labor payroll basis for each employee covered by this Agreement to an Annuity Fund, to be known as the Local Union No. 400 IBEW Annuity Fund. The contribution to be made is 19.5% of the Gross Labor Payroll. This money is to be paid along with forms provided by the Joint Annuity Board, which consist of three (3) members of the Ocean-Monmouth Division of the Northern New Jersey Chapter, Inc., NECA, and three (3) members of the Local Union No. 400 IBEW. These shall be the same Trustees as for the Pension Board.

6.05(b) Employers doing work in the area covered by this Agreement and failing to pay the necessary assessment toward the Local Union IBEW Annuity Fund, once every week shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Local Union No. 400 IBEW Annuity Fund.

Local 456

7.07(a) All employers doing work under the jurisdiction of Local Union No. 456, IBEW shall contribute eighteen percent (18%) of the gross labor payroll to the Electricians Annuity Fund Local Union No. 456, IBEW, for all employees covered under the terms and conditions of this Agreement on forms provided for that purpose by the Union. This Fund is to be administered by the Board of Trustees of the Annuity Fund. It is mutually agreed that all monies contributed to said trust fund shall not be considered wages.

7.07(b) The Board of Trustees shall have full power to collect and enforce collection of said contributions, and, as authorized agents of the parties hereto, as well as in its trust capacity, adopt rules and regulations governing the Annuity Fund, administer and supervise the Fund and all operations thereof, in accordance with the Agreement, and Declaration of Trust. The administration of the Fund shall be in accordance with rules and

regulations of the U.S. Internal Revenue Service. Contributions shall be forwarded monthly on a form provided by the Local Union for that purpose.

Please Note: The percentage assessed for this benefit is subject to change during the term of the Agreement. For updated percentages, please refer to the current wage sheets from the NECA Chapter.

Health & Welfare Language **(Adder)**

Local 102

8.03 The contractor shall pay an amount equal to 25% of the gross labor payroll for each employee under the jurisdiction of this Agreement. This money shall be paid monthly to the IBEW Local Union No. 102 Welfare Fund, together with the necessary reports required by said Welfare Fund.

Local 164

14.01(a) All Contractors doing work in the area covered by this Agreement, shall contribute to its Welfare Fund 29% of the gross labor payroll for all General Foremen, Assistant General Foremen, Foremen, Journeymen and Apprentices in their employ.

14.01(b) The Joint Welfare Fund heretofore created to administer and supervise all Welfare Funds shall be continued. Rules and Regulations governing this Joint Welfare Fund Board shall have the approval of both parties to this Agreement.

Local 400

6.02(a) The Employer agrees to contribute twenty-eight percent (28%) of the gross labor payroll for all employees covered by this Agreement to provide benefits as authorized by the Trustees of said Fund.

6.02(b) Employers doing work in the area covered by this Agreement and failing to pay the necessary assessment toward the Local Union IBEW Welfare Fund, once every week shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Local Union No. 400 IBEW Welfare Fund.

Local 456

7.05(a) All employers doing work under the jurisdiction of Local Union No. 456, IBEW shall contribute to the Health and Welfare Fund of Local Union No. 456, IBEW at twenty one percent (21%) of the gross labor payroll for all his employees covered under the terms of this Agreement. Said monies shall be paid to the Joint Health and Welfare Fund, Local Union No. 456, IBEW and shall be administered by the Board of Trustees. It is mutually agreed that said Health and Welfare contribution shall not be considered wages. Contributions shall be forwarded monthly on a form provided by the Local Union for that purpose.

7.05(b) The parties agree that the Health and Welfare Fund, Local Union No. 456, IBEW shall be considered a Trust Fund and that it shall be administered in accordance with the Agreement and Declaration of Trust which shall be established between the parties hereto.

Please Note: The percentage assessed for this benefit is subject to change during the term of the Agreement. For updated percentages, please refer to the current wage sheets from the NECA Chapter.

Local Pension Language (Adder)

Local 102

8.04(a) All Employers doing work within the jurisdiction of Local Union No. 102 shall contribute to a pension fund at the rate of 16% of the gross labor payroll (including the Employees Personal Fund) of each employee covered by this Agreement in their employ. Said fund shall be administered and managed by the Board of Trustees created by the Agreement and Declaration of Trust, and a pension plan shall be adopted by said Trustees to carry out the purposes hereof.

8.04(b) It is agreed that Supervisors and Superintendents may or may not participate in Local Union No. 102 Pension Fund at their own discretion through a participating Employer as outlined in the pension trust agreement.

Local 164

14.02(a) All Contractors doing work in the area covered by this Agreement shall also contribute to the Local Pension Fund 14% of the gross labor payroll for each General Foreman, Assistant General Foreman, Foreman, Journeyman and Apprentices in their employ.

14.02(b) The Joint Pension Board heretofore created to administer and supervise all Pension Funds shall be continued. Rules and Regulations governing this Joint Pension Fund Board shall have the approval of both parties to this Agreement.

Local 400

6.04(a) The Employer shall contribute on a gross labor payroll basis for each employee covered by this Agreement to a Pension Fund, to be known as the Local Union No. 400 IBEW Pension Fund. The contribution to be made is 18.5% of the Gross Labor Payroll. This money is to be paid along with forms provided by the Joint Pension Board, which consist of three (3) members of the Ocean-Monmouth Division of the Northern New Jersey Chapter, Inc., NECA, and three (3) members of the Local Union No. 400 IBEW.

6.04(b) A Pension Agreement and Declaration of Trust shall be entered into between the parties hereto, providing among other things, for Trustees to administer as a Pension Fund, the monies contributed by the Employers hereunder, providing such Agreement shall not conflict or be in any way violation of any State or Federal Laws or Regulations.

6.04(c) Employers doing work in the area covered by this Agreement and failing to pay the necessary assessment toward the Local Union IBEW Pension Fund, once every week shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Local Union No. 400 IBEW Pension Fund.

Local 456

7.04(a) All employers doing work under the jurisdiction of Local Union No. 456, IBEW shall contribute to a Pension Fund at twenty two (22%) of the gross labor payroll for all his employees covered under the terms of this Agreement. Said monies shall be paid to the Joint Pension Fund, Local Union No. 456, IBEW and shall be administered by the Board of Trustees. It is mutually agreed that said pension contribution shall not

be considered wages. Contributions shall be forwarded monthly on a form provided by the Local Union for that purpose.

7.04(b) The Board of Trustees shall have full power to collect and enforce collection of said contributions, and, as authorized agents of the parties hereto, as well as in its trust capacity, adopt rules and regulations governing the Pension Fund, administer and supervise the fund and all operations thereof, in accordance with the Agreement, and Declaration of Trust. The administration of the Fund shall be in accordance with rules and regulations of the U.S. Internal Revenue Service.

Please Note: The percentage assessed for this benefit is subject to change during the term of the Agreement. For updated percentages, please refer to the current wage sheets from the NECA Chapter.

Personal/Vacation Fund Language **(Deduct)**

Local 102

3.01(a) "Employee Personal Fund (5% of gross wages) is to be deducted from each employee's weekly paid."

8.06(a) All contractors doing work in the area covered by this Agreement shall deduct 5% of gross wages for an Employees Personal Fund.

8.06(b) This amount shall be withheld weekly from the Employee's pay (less all deductions) and forwarded monthly, on forms provided for that purpose, to Local Union No. 102 Distribution Fund's Collection Agent, together with a check made payable to the Local Union No. 102 Distribution Fund or any bank designated by the Local Union, designating the names, addresses, social security number, account numbers and amount paid on account of each employee.

8.0(c) Such payments to the Local Union No. 102 Distribution Fund's Collection Agent Union shall be known as payments to the "Employees Personal Fund" which will be handled by the Collection Agent or any bank designated by the Local Union, in accordance with arrangements made between the Collection Agent and the Union.

Local 164

5.01(a) DEDUCTIONS

Personal Fund (deduction) 8% of Gross Labor Payroll Note: These deductions must be subtracted from the hourly wage rates....

*****ALL WORK PERFORMED IN LOCAL 164's JURISDICTION MUST BE PAID AT LOCAL 164's RATE. ALL WORKING ASSESSMENTS AND FRINGE BENEFITS MUST BE REMITTED TO LOCAL UNION No. 164.

14.05 Contractors doing work in the area covered by this Agreement shall deduct 8% of the employees hourly wage and contribute said sum to an Employees Personal Fund which shall be credited to all General Foremen, Assistant General Foremen, Foremen, Journeymen and Apprentices in their employ.

Local 400

No.

Local 456

3.04(b) "Personal Fund 5% Gross Labor Payroll"

7.08 All Employers doing work under the jurisdiction of Local Union No. 456, IBEW shall deduct the appropriate percentage of the Gross Labor Payroll as stipulated by the Local Union's Bylaws which amount is already included in the wage rates, for all employees covered under the terms and conditions of the Agreement for a Personal Fund. Contributions shall be forwarded monthly on a form provided by the Local Union for that purpose.

Please Note: The percentage assessed for this benefit is subject to change during the term of the Agreement. For updated percentages, please refer to the current wage sheets from the NECA Chapter.

Supplemental Fund Language

Local 102

No.

Local 164

No.

Local 400

SUPPLEMENTAL BENEFIT FUND:

6.06(a) The Employer shall contribute on a gross labor payroll basis for each employee covered by this Agreement to a Supplemental Benefit Fund, to be known as the Local Union No. 400 IBEW Supplemental Benefit Fund. The contribution to be made is 2% of gross labor payroll.

This money is to be paid along with forms provided by the Joint Board of the Supplemental Benefit Fund, which consists of three (3) individuals appointed by the members of the Monmouth-Ocean Division of the Northern New Jersey Chapter, Inc., NECA, and three (3) individuals of Local Union No. 400 IBEW.

6.06(b) Employers doing work in the area covered by this Agreement and failing to pay the necessary assessment toward the Local Union IBEW Supplemental Benefit Fund, once every week shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the Local Union No. 400 IBEW Supplemental Benefit Fund.

Local 456

SUPPLEMENTAL WELFARE

7.06(a) All employers doing work under the jurisdiction of Local Union No. 456, IBEW shall contribute three percent 3% of the gross labor payroll to the Welfare Supplemental Fund Local Union No. 456, IBEW, for all employees covered under the terms and conditions of this Agreement on forms provided for that purpose by the Union. This Fund is to be administered by the Board of Trustees of the Welfare Supplemental Fund. It is mutually agreed that all monies contributed to said trust fund shall not be considered wages.

7.06(b) The Board of Trustees shall have full power to collect and enforce collection of said contributions, and as authorized agents of the parties hereto, as well as in its trust capacity, adopt rules and regulations governing the Welfare Supplemental Fund, administer and supervise the Fund and all operations thereof, in accordance with the Agreement, and Declaration of Trust. The administration of the Fund shall be in accordance with rules and regulations of the U.S. Internal Revenue Service. Contributions shall be forwarded monthly on a form provided by the Local Union for that purpose.

Miscellaneous Fund Language

Local 102

8.07(a) DOCUMENTATION

All contractors working within the jurisdiction of any IBEW Local are required to sign a Letter of Assent, and be bound by a Surety Company authorized to do business in New Jersey, to guarantee the payment of all wages and fringe benefits in the amount set forth in the Agreement.

Copies of the Letter of Assent and Bonds are to be filed with the Trustees of the respective Funds to which contributions are required under the terms of the Collective Bargaining Agreement, and are to be made available to the Trustees at every regular meeting of the Board of Trustees, or upon the request of any member of the Board of Trustees.

Copies of the Letter of Assent and Bond are to be forwarded to the Chapter Office and the Office of the IBEW State TDB Fund upon execution by any contractor. (Copies of Letter of Assent and Bonds signed prior to the adoption of this collection procedure are to be forwarded in accordance with the above paragraph.)

8.07(b) The parties agree that the New Jersey Electrical Workers TDB Fund, the Local Union No. 102 Welfare Fund, the Local Union No. 102 Pension Fund, and the Local Union No. 102 Annuity Fund be considered Trust Funds and that they be administered in accordance with the Agreement, the Declaration of Trust which has been established between the parties hereto and within the rules and regulations of the United States Internal Revenue Service. The various Board of Trustees shall have full authority to collect and enforce collection of said contributions as authorized agents of the parties hereto.

8.07(c) The reports contributions and submittal forms for all Welfare Fund, Pension Fund, Annuity Fund, Personal Fund, and the New Jersey Electrical Workers TDB Fund contributions covered by this Article shall be mailed to reach the Local Union No. 102 Distribution Fund's Collection Agent no later than fifteen (15) calendar days following the end of each calendar month.

UNIFORM COLLECTION PROCEDURE

8.08(a) Any Employer failing to submit the required Funds contributions together with the corresponding remittance report to the funds on a form provided for that purpose by the trustees, within the prescribed time limit of the Collective Bargaining Agreement or as otherwise specified by the funds, shall be subject to the collection policy and procedures as determined by the Collection Committee (composed of Trustees of the Pension, Surety and Welfare Funds) under the advisement of the Funds attorneys.

8.08(b) All reports and contributions required under the Collective Bargaining Agreement are to be forwarded to the appropriate collection agents no later than 15 calendar days following the end of each calendar month, at which time contributions are considered due and payable.

8.08(c) Any Employer who fails to make the contributions to the Plan for which it is obligated, in accordance with the terms and conditions of its obligation, the Trustees may bring an action on behalf of the plan pursuant to Sections 502(g) (2) and 515 of ERISA to enforce the Employer's obligation.

8.08(d) In any action under subsection (c) in which judgement is awarded in favor of the Plan, the Employer shall pay to the Plan, in accordance with the court's award --

1. The unpaid contributions,
2. Interest on the unpaid contributions, determined at the rate of the prime interest rate at the time of payment.
3. Reasonable attorneys' fees and costs of the action, and such other legal or equitable relief as the court deems appropriate.

8.08(e) Once an employer is delinquent as above provided, the Union in concert with the Collection Committee shall reserve the right to withdraw all manpower from the delinquent employer.

8.08 (f) Nothing in this Section shall be construed as a waiver of limitation on the Plan's or the Trustees' right to enforce an Employer's contribution obligation in any other type of proceeding.

Local 164

5.01(b) The Employer Trustees to IBEW Local 164's Jointly Administered Taft-Hartley Trust Funds shall transmit, in correspondence to the NECA Chapter and to Local 164, confirmation of their approval of the percentage of the distribution of assessments from the Total Package to their respective funds.

Local 400

6.08 If an Employer follows IRS per diem payment guidelines and record keeping requirements and does not report per diem payments as gross pay to the Employee, those per diem payments will not be deemed part of gross labor payroll. The Board of Trustees, in their sole discretion, may require an Employer to contribute on payroll items that the Trustees have reason to believe are subterfuge to avoid the basic contribution obligation.

Local 456

No.

Gross Labor Payroll (GLP) **(Definitions & CBA Language)**

Local 102

18.05 Definition: Gross Labor Payroll -

The term “gross labor payroll” shall be defined as wages paid to bargaining unit employees for work performed under the CBA at the wage rate required by the CBA, including holiday pay; vacation pay; any wages paid over the rate required by the CBA (overscale); and any payments classified as sick pay; but excluding the value of non-cash fringe benefits and bona fide contributions made by the Employer to:

18.05(a) a trust fund established under section 302(c) of the Taft Hartley Act

18.05(b) a separate entity of IRS qualified fund which provides any type of retirement benefits or medical benefits

18.05(c) two (2) bona fide bonuses of an extraordinary nature (e.g., lump sum year end bonuses not ordinarily paid as part of a regularly payroll period).

Local 164

From the Amended Trust Fund Documents:

“Whenever contributions are due on Gross Labor Payroll under a collective bargaining agreement, or other agreement accepted by the Trustees, the terms “gross labor payroll” shall mean all wages and other compensation paid to or accrued for covered Employees of an Employer bound to the collective bargaining agreement between IBEW Local 164 and the Hudson-Bergen-Essex Division of the Northern New Jersey Chapter of the National Electrical Contractors Association. “All wages and other compensation,” however, does not include, (i) the value of non-cash fringe benefits; (ii) contributions made by an Employer to a Trust Fund or separate entity, the purpose of which is to provide medical or retirement benefits; (iii) bona fide bonuses that are not paid as part of a regular payroll period; (iv) the value of non-cash fringe benefits such as personal use of a company vehicle or group life insurance in excess of \$50,000; (v) paid holidays, paid sick leave, paid vacation or paid bereavement, the aggregate of which shall not exceed 10 work days; (vi) per diem payments so long as the Employer and Employee follows IRS per diem payment guidelines and recordkeeping of requirements and does not report the per diem payments as part of the gross wages of the Employee; and (vii) payments in excess of the hourly wage set forth for the work classification set forth under the applicable collective bargaining agreement.”

Local 400

From the Amended Trust Fund Documents:

“.... The term ‘Gross Labor Payroll’ shall mean all wages and other compensation paid to or accrued for covered Employees of an Employer bound to the Collective Bargaining Agreement between IBEW Local 400 and the Monmouth/Ocean Division of the Northern New Jersey Chapter of the National Contractors Association. ‘All wages and other compensation’, however, does not include (i) the value of non-cash fringe benefits; (ii) contributions made by an Employer to a trust established under Section 302(c) of the Taft-Hartley Act or any other IRS qualified trust fund or separate entity, the purpose of which is to provide medical or retirement benefits; and, (iii) bona fide bonuses of an extraordinary nature (i.e.- year-end or end of job bonuses) that are not paid as part of a regular payroll period. The Employer shall provide written notice to the Fund’s Third Party Administrator on the date of payment containing the name of the Employee and the amount of the bonus. The Trustees of the Fund shall also receive from the Employer a copy of the written notice containing

the name of the Employee who received the bonus, but not the amount.”

Local 456

From the Amended Trust Fund Documents:

“Whenever Contributions are due on gross labor payroll under a Collective Bargaining Agreement, or other agreement accepted by the Trustees, the term “gross labor payroll” shall mean all wages and other compensation paid to or accrued by covered Employees of an Employer bound to the Collective Bargaining Agreement between IBEW Local 456 and the Middlesex Division of the National Electrical Contractors Association for services provided for the Employer. “All wages and other compensation”, however does not include:

(i) The Value of Non-Cash Fringe Benefits. Examples of non-cash fringe benefits include the personal use of a company motor vehicle or cell-phone; and group term life insurance in excess of \$50,000.00. Paid holidays, paid sick days and paid vacations greater than two (2) weeks, however, are “cash” fringe benefits and may not be excluded from gross labor payroll. Paid vacations of two (2) weeks or less will be considered a non-cash fringe benefit and contributions on it are not due.

(ii) Bona Fide Contributions to the Employee Benefit Funds. Contributions made by an Employer to a trust established under Section 302(c) of the Taft-Hartley Act or any other IRS qualified trust fund or separate entity, the purpose of which is to provide medical benefits.

(iii) Extraordinary Bonus. A bonus is considered gross labor payroll unless it is a bona fide bonus of an “extraordinary” nature. An extraordinary bonus is one that is truly extraordinary, i.e., lump-sum bonus, or another bonus that is not ordinarily paid as part of a regular payroll period. Examples of an extraordinary, lump-sum bonus is a Christmas or year-end bonus, and an end-of-job bonus. Bonuses that are routine or are made on a regular and predetermined basis are not extraordinary, and may not be excluded from gross labor payroll. Only one bonus per calendar year will be allowed under this exception.

(iv) Per Diem Payments. If an Employer follows IRS per diem payment guidelines and recordkeeping requirements and does not report per diems as gross pay to the Employee, those per diem payments will not be deemed part of gross labor payroll.

The Board of Trustees, in their sole discretion, may require an Employer to contribute on payroll items that the Trustees have reason to believe are a subterfuge to avoid the basic contribution obligation.



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NEBF

NATIONAL ELECTRICAL BENEFIT FUND

N.J. BRANCH N.E.B.F.

Anthony J. Salamone
EXECUTIVE SECRETARY TREASURER

TO: ALL LOCAL BOARD SECRETARY-TREASURERS

FROM: Anthony J. Salamone, Executive Secretary-Treasurer *AS*

SUBJECT: Employer Contributions, 3% of "gross labor payroll"

DATE: November 30, 1990

Article V, Section 1 of the NEBF Employees Benefit Agreement requires contributing employers to make monthly contributions to the Local Secretary-Treasurer designated by the National Employees Benefit Board. The amount of the basic contribution obligation is equal to 3% of the "gross labor payroll".

Fundamentally, "gross labor payroll" is defined as all wages and other compensation paid or accrued to employees in the IBEW bargaining unit for services performed for the employer. By intent and in practice this concept has, and has always had, a broad reach. Accordingly, whenever there is any question about NEBF contributions being due on any type of wages or other compensation paid or accrued to the employees by the employer, it is to be resolved in favor of inclusion in "gross labor payroll".

Nevertheless, it has come to light in recent audits that there has been some confusion as to whether certain employer payments or practices fall within the definition of "gross labor payroll". Due to this confusion, the Trustees recently reviewed this matter and have instructed me to issue this memorandum.

Non-Cash Fringe Practices. There are certain practices where an employee enjoys a fringe benefit of a non-cash or non-payment nature. Examples are the personal use of a company motor vehicle and group life insurance in excess of \$50,000. The Trustees have reviewed these practices and want to clarify that these non-cash fringe benefits are outside the NEBF's concept of "gross labor payroll". Thus, no 3% contribution arises from the value of such non-cash fringe benefits.

Benefit Contributions. Also outside the scope of "gross labor payroll" are bona fide contributions made by the employer to: (1) a trust fund established under § 302(c) of the Taft-Hartley Act; or (2) a separate entity or fund which provides retirement benefits or medical benefits.

*** OVER ***

There have been some questions about various "vacation" and "holiday" pay practices. As clarification, the Trustees have determined that vacation and holiday pay is to be included in "gross labor payroll", except where the contribution is made to a vacation or holiday fund which is a trust fund established under the Taft-Hartley Act. In that one type of vacation or holiday pay situation, it has been determined that starting with January 1, 1991, no 3% NEBF obligation shall attach.

Extraordinary Bonuses. Bonuses, whether or not expressly set forth in the Labor Agreement, are to be included in "gross labor payroll", except if they are bona fide bonuses of an "extraordinary" nature. The Trustees have determined that starting with January 1, 1991, such "extraordinary" bonuses (i.e., lump sum bonuses, not ordinarily paid as part of a regular payroll period) are outside of the "gross labor payroll". Examples of this are a Christmas or year end bonus, or an end of job bonus. Starting with January 1, 1991, no 3% NEBF obligation shall arise for such "extraordinary" bonus.

* * *

These determinations for certain vacation, holiday and bonus payments are prospective, i.e. effective after 1990. Thus, it must be emphasized that a 3% contribution must be made on all vacation, holiday and bonus pay which is paid or accrued prior to January 1, 1991. It should also be carefully noted that in the future the Trustees shall guard against any practice which, in their sole judgement, is designed as a subterfuge to avoid the basic contribution obligation by trying to take advantage of the determinations noted above.

* * *

Please take immediate steps to assure that, beginning with the January, 1991 reporting period, employer contributions and reports to the NEBF are consistent with this memorandum.

Should you have any questions regarding the above clarification of the Employees Benefit Agreement by the Trustees, please feel free to contact our office.

Your continued cooperation is appreciated.

“Alumni” Agreement **(Definitions & CBA Language)**

Local 102

18.06 Alumni Agreement Provision

If an employer elects to contribute to the Funds on behalf of Alumni, the Employer agrees to contribute a percentage of gross labor payroll, as defined in the CBA, to be amended, and the Declarations of Trust and Plan, to all Funds and entities established by the CBA, on behalf of each full-time employee not covered by the CBA but who previously was a participant in the Local 102 Benefit Funds. The contribution rate as a percentage of gross labor payroll shall be set forth in the applicable CBA provided, however, that the Employer shall not be required to pay contributions on gross labor payroll, as defined above, in excess of the first foreman’s straight time rate for forty (40) hours per week, fifty (50) weeks per year. If Alumni pay scale is journeyman wireman’s rate, the Employer shall not be required to pay contributions on gross labor payroll, as defined above, in excess of the journeyman wireman’s straight time rate for forty (40) hours per week, fifty (50) weeks per year.

Local 164

The Employer agrees to contribute a percentage of gross labor payroll, as defined in the Agreement and Declaration of Trust and Plan, to the Local Union No. 164 IBEW Pension Fund, Welfare Fund and Annuity Fund on behalf of each full time Employee not covered by the Collective Bargaining Agreement who previously was a Participant in the referenced Funds, and was employed in work covered by the Collective Bargaining Agreement within one (1) year prior to commencement of employment not covered by the Collective Bargaining Agreement. The contribution rate as a percentage of gross labor payroll shall be as set forth in the applicable Collective Bargaining Agreement provided, however, that the Employer shall pay contributions on behalf of such employee on gross labor payroll, as defined, at a foreman’s straight time wage rate for forty (40) hours per week, fifty (50) weeks per year.

Local 400

From the Participation Agreement:

The Employer agrees to contribute a percentage of gross labor payroll, as defined in the Agreement and Declaration of Trust and Plan, to the Local Union No. 400 IBEW Pension Fund, Welfare Fund, Annuity Fund, Supplemental Benefit Fund and Education Fund on behalf of each full time Employee not covered by the Collective Bargaining Agreement but who previously were Participants in the Funds. The contribution rate as a percentage of gross labor payroll shall be set forth in the applicable Collective Bargaining Agreement provided, however, that the Employer shall not pay contributions on gross labor payroll as defined, in excess of the journeyman’s straight time wage rate for forty (40) hours per week, fifty-two weeks per year. The employer agrees to make contributions to the Funds’ collection agent only by check or bank draft, made payable to the order of the Funds, or such other method of transmitting money as the Trustees may permit.

Local 456

From the Participation Agreement:

The Employer agrees to contribute a percentage of gross labor payroll, as defined in the Collective Bargaining Agreement, Agreement and Declaration of Trust and Plan, to the I.B.E.W. Local No. 456 Pension Fund, Welfare Fund, Electricians Annuity Fund, I.B.E.W. Electrical Joint Apprenticeship and

Training Trust Fund and Supplemental Welfare Fund on behalf of each full time Employee not covered by the Collective Bargaining Agreement but who previously were Participants of the Funds. The contribution rate as a percentage of gross labor payroll shall be as set forth in the applicable Collective Bargaining Agreement provided , however, that the Employer shall be required to pay contributions on gross labor payroll, as defined, in an amount no less than the Journeyman Wireman's wage rate for forty (40) hours per week, fifty (50) weeks per year.

Section XIII: Jurisdiction

Trade Jurisdiction

Geographic Jurisdiction

Combined Territory Language

Trade Jurisdiction

Local 102

4.07 It shall be the work of Journeymen and Apprentices to assemble, erect and place in position all electrical apparatus, including installation and maintenance (see definition of maintenance in Appendix A) for, temporary power and light, setting of motors, starting boxes and compensators, transformers, etc., on all new construction work or work in addition to an electrical system which is already installed. The Employer recognizes that the IBEW has jurisdiction over work performed on alternative electrical generating systems including but not limited to all solar panels, wind turbines, geo-thermal, photo-voltaic (PV), thin film, flexible PV and any other form of voltage generating system, all related work in any way associated with the installation of supports, racking systems, ballasts, PV modules and thin film, all types of electrical raceways including but not limited to any and all materials associated with the installation of these and any Electrical Generating System whether it be conventional or alternative.

4.08 The Employer agrees to furnish all necessary equipment and maintain same in safe condition for the proper erection and installation work or rigging and moving of all electrical equipment which the Union feels capable of handling on any job, where such Employer has the majority electrical installation contract, except where provided for by agreement of the International Office of the IBEW with other trades.

4.11 All nipples, copper, angle iron brackets and hangers may be bent, drilled and shaped in the Employer's shop, provided the work is performed by workmen covered under this Agreement.

4.15 All work on electrical equipment shall be done by workmen employed under the terms of this Agreement.

15.01 The Employer recognizes the IBEW as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring including the installation and maintenance (see definition of maintenance in Appendix A) of, temporary power and light and electrical equipment used in the construction, alteration and repair of buildings, structures, bridges, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airports, mines, all electrical raceways for electrical wires and cables, fiber optics, alternative electrical generating systems including but not limited to all solar panels, wind turbines, geo-thermal, photo-voltaic (PV), thin film, flexible PV and any other form of voltage generating systems, all related work in any way associated with the installation of supports, racking systems, ballasts, PV modules and thin film, all types of electrical raceways including but not limited to any and all materials associated with the installation of these and any Electrical Generating Systems whether it be conventional or alternative and such other work as by custom has been performed by members of the IBEW when determined to be within the Inside branch in accordance with Section 4 below.

15.02 All electrical work as defined in Section 14.1 and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workmen covered by this Agreement.

15.03 On any job where there is a vehicle such as a pickup, panel truck, etc., and these vehicles are used for transportation of men and/or material on the job site, and the vehicles remain on the job site in the performance of electrical work, these vehicles shall be operated by workmen covered by this Agreement.

15.04 The Employer understands that the Local Union's jurisdiction both trade and territorial--is not a subject for negotiations but rather is determined solely within the IBEW by the International President and therefore, agrees to recognize and be bound by such determinations.

Local 164

1.04 "Work jurisdiction" relates to all electrical work normally, commonly, or regularly performed by members of the IBEW.

12.06 The following conditions of employment shall apply:

12.06(a) All copper, angle iron, brackets and hangers shall be bent, drilled and shaped on the job, wherever possible.

12.06(b) All nipples shall be cut and threaded on the job when it is possible to do so with the use of a hand stock and die or a pipe-threading machine. However, standard nipples from 1 1/4" in diameter and larger up to 12" long shall be used.

12.06(c) Where power hacksaws, drill presses, pipe cutting and threading machines are used, such shall be operated by an employee covered by this Agreement. However, the Employer shall have the right to use any and all tools and devices which have been jointly approved by the Union and the Contractors which shall be operated by employees under the terms of this Agreement

12.06(d) The handling and moving of all transformers, electrical materials, motors, electrical apparatus, conduits, etc., shall be done by employees covered by this Agreement.

12.06(e) Maintenance of all bake-outs, arc welding apparatus, stress relief apparatus and the filtering of all transil oil shall be done by journeymen wiremen.

12.06(f) No employee shall connect any electrical motors, apparatus, etc., not erected, installed or placed in position and aligned by an employee covered by this Agreement. Any equipment in which the motor is directly connected and is an integral part of such equipment shall be connected by the electrical workers.

12.06(g) All chasing, channeling and drilling of holes (core boring) necessary to complete electrical work shall be done by employees covered by this Agreement.

12.06(h) All meter boards shall be built by employees covered by this Agreement.

12.06(i) All inserts, templates and anchor bolts for electrical equipment shall be installed by employees covered by this Agreement.

12.06(j) All conduits must be bent and threaded on the job by employees covered by this Agreement.

12.09 Employees covered by the terms of this Agreement shall work on the installation or maintenance of temporary light or power, elevator work, telephone work, sound pictures, television, utility company maintenance work, bake-outs, tunnel maintenance, compressed air work, breweries, fixture work and radio stations.

12.13 All Cad welding, thermal welding, bonding, insulators and terminations by whatever means to

the third rail, including bonding of return systems, shall be performed by employees covered under this Agreement.

18.01 This Article is supplementary to the term and conditions of the Agreement heretofore entered into and presently in effect between the parties hereto. Should there be any conflict between the terms of this supplement and any of the terms of the collective bargaining agreement, the terms and provisions of this Article shall prevail.

18.02 The Employer recognizes the IBEW as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring and equipment, including but not limited to the list specified in schedule attached hereto and made a part hereof, used in the construction, alteration and repair of buildings; structures; bridges; bridge approaches; viaducts; tunnels; subways; shafts; foundations; street and highway work; sewers; piers; docks; dams; port works; river and harbor improvements; mines; all pipelines for electrical wires; including water crossings; overhead and underground transmission; and such other work as by custom has been performed by members of the IBEW.

18.03 Wherever any such work as described in Article XVIII, Section 2 is being performed or such equipment is being used on any job with respect to which the Employer has a contract to perform the electrical work or any part thereof, the Employer shall employ one or more journeymen as required to perform such work.

SCHEDULE OF WORK COMING UNDER THE JURISDICTION OF THE IBEW

Line Trucks and all Equipment attached thereto, including "A" frames, augers and all types of equipment whether operated hydraulically, electrically, by gasoline or by any other means.	Nitrogen Connections
Truck mounted augers whether driven directly from the truck engine by means of power take off, separate engine or whether operated hydraulically, electrically or any other means.	Flowmeter Installations
All line installation work including the digging, setting and backfilling of poles and anchors	Welding apparatus
Setting Light Standards	Cad Welding
Electric Cranes	Bake Outs
All chasing and channeling necessary to complete electrical work	Generators (of all types)
All installations & maintenance of electrical equipment required for temporary light, heat and power	Gasoline Driven or Electric Motor Driven Converters
Temporary Heating Plants	Electric Motor Driven Air Compressors
	Electric Motor Driven Pumps
	Electric Motor Driven Fans
	Electric Motor Driven Conveyors
	Electric Motor Driven Power Saws
	Electric Motor Driven Power Hacksaws

Laying of all ducts for electric wires	Electric Motor Driven Concrete Vibrators
Manhole preparation & conditioning	Electric Motor Driven Wood Floor Surfacers
All pipe & conduit installations for electrical wires	Electric Drills
Pipe coating	Electric Motor Driven Drill Presses
Core boring machines	Pipe cutting & threading machines
Electrically or gasoline driven vacuum pumps	Holiday Testing
Handling & moving of all transformers, subject to existing agreements	All Electrical Control Systems
Stress Relief Apparatus	Filtering of all Transil Oil
Central Power Plants	Programmable controllers
Electric Motor Driven Terazza Floor Surfacers	All work related to Fiber optics including the pulling of cables, splices, terminations & testing
Cableways	Elevators
Ditch Witch	
Computers, associated hardware and computer wiring	

To be performed on jobsite

12.06(a) All copper, angle iron, brackets and hangers shall be bent, drilled and shaped on the job, wherever possible.

12.06(b) All nipples shall be cut and threaded on the job when it is possible to do so with the use of a hand stock and die or a pipe-threading machine. However, standard nipples from 1-1/4" in diameter and larger up to 12" long shall be used.

Utility Work

12.07 The Local Union office must be notified of any work to be done for a Utility Company.

Alternative/Photovoltaic Energy Systems (Memorandum of Understanding)

“Alternative electrical generating systems including but not limited to all solar panels, wind turbines, geo- thermal, Photo Voltaic, thin film, flexible PV and any other form of voltage generating systems.

All related work in any way associated with the installation of supports, racking systems, ballasts, Photovoltaic Modules and thin film. All types of electrical raceways including but not limited to any and all materials associated with the installation of these and any Electrical Generating System

whether it be conventional or alternative.”

Local 400

2.16(a) Workmen employed under the terms of this Agreement shall erect and place into position all apparatus, electrical signs, radio equipment including the hanging, painting and spraying of all motors, starter boxes, compensators and transformers, on all new construction work and work in operation.

3.13(1) All electrical equipment shall be maintained by electricians employed under this Agreement.

13.01 The Employer recognizes the IBEW as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring and equipment, including but not limited to the list specified in Section 13.06, used in the construction, alteration and repair of buildings, structures, bridges, bridge approaches, viaducts, tunnels, subways, shafts, foundations, street and highway work, sewers, piers, docks, dams, port works, river and harbor improvements, mines, all pipelines for electrical wires including water crossings and such work as by custom has been performed by members of the IBEW.

13.02 Wherever any such work as described in 13.01 is performed or such equipment is being used on any job with respect to which Employer has a contract to perform the electrical work or any part thereof, the Employer shall employ one or more journeymen as required to perform such work.

13.03 All electrical work within the property line of any job or project, shall be performed by workmen covered by this Agreement.

13.04 All electrical material shall be handled by electricians employed under the jurisdiction of Local Union No. 400 IBEW, from inside the property curb line on any job.

13.05 On any job where there are vehicles such as pick-ups, panel trucks etc., and these vehicles are used for transportation of men and/or material on the jobsite, and the vehicles remain on the jobsite in the performance of electrical work, these vehicles shall be operated by members of the IBEW.

13.06 SCHEDULE OF WORK COMING UNDER THE JURISDICTION OF THE IBEW.

Line trucks, all equipment attached thereto, including “A” frames, augers and all types of equipment whether operated hydraulically, electrically, by gasoline or any other means.

"Ditch Witch" and similar trenching apparatus.

"Cherry Pickers/Giraffes" or similar apparatus.

All cable pulling equipment.

High Tension pipe cable installations.

All line installation work including digging, setting and backfilling of poles and anchors.

All chasing and channeling necessary to complete electrical work.

Truck mounted augers whether driven directly from the truck engine by means of power take-off, separate engine or whether operated hydraulically, electrically or other means.

Nitrogen connections.

Flow Meter installations.

Stress relief apparatus.

Bake Outs.

All installations and maintenance of electrical equipment required for temporary light, heat and/or power.

All conduit and raceway installations for

Gasoline and electrical motor driven converters.	electrical wiring.
Cableways.	Core-Boring machines.
Generators (all types).	Pipe cutting and threading equipment.
Laying of all ducts for electrical wires.	Pipe coating.
Welding apparatus.	Programmable controllers.
Manhole preparation and conditioning.	Computers and computer wiring.
Central Power Plants.	Fiber optic cable and raceways.
Setting light standards.	Underwater cable of all types.
Telephone conduit and raceway installations.	Temporary heating plants.
All telephone and communication work.	Elevators.
Handling, moving and placing of refrigerators.	Holiday testing.
All installations, materials and equipment required for electric heat.	Handling and moving of all transformers. (Subject to all existing agreements).
All electrical control systems.	Electric motor driven: power hacksaws, power saws, air compressors, pumps, vacuum pumps, fans, vibrators, conveyers, drill presses, wood floor finishers and terrazzo floor finishers.
Electric Cranes.	All work associated with Electrical Vehicle Charging Stations.
Electrical storage facilities ie; Battery	
Vehicle battery stations	Instrumentation and Control work

Driving of Lulls & Track Machines for the movement of electrical material including solar panels & racking material.
Apprentices may operate Lulls if they have an up-to-date certification training card.

Alternative electrical generating systems including but not limited to all solar panels, wind turbines, geo-thermal, Photo Voltaic, thin film, flexible PV and any other form of voltage generating system.

All related work in any way associated with the installation of supports, racking systems, ballasts, Photovoltaic Modules and thin film. All types of electrical raceways including but not limited to any and all materials associated with the installation of these and any Electrical Generating System whether it be conventional or alternative.

Electrical testing, relay technicians, and high voltage testing-If the LU is unable to refer applicants with either the NETA or NICET certifications for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, & holidays excepted, the Employer shall be free to bring in his own employees providing these individuals have either one of those certifications.

Alternative/Photovoltaic Energy Systems (Memorandum of Understanding)

Driving of Lulls & Track Machines for the movement of electrical material including solar panels & racking material. Apprentices may operate Lulls if they have an up-to-date certification training card.

Alternative electrical generating systems including but not limited to all solar panels, wind turbines, geothermal, Photo Voltaic, thin film, flexible PV and any other form of voltage generating system.

All related work in any way associated with the installation of supports, racking systems, ballasts, Photovoltaic Modules and thin film. All types of electrical raceways including but not limited to any and all materials associated with the installation of these and any Electrical Generating System whether it be conventional or alternative.

Local 456

3.17 Only Journeymen electricians shall work on the installation or maintenance of temporary light, or power, stress relief, elevator work, telephone work, utility company maintenance and compressed air work.

3.20(a) All electrical work within the property line on any operation shall be performed by workmen covered by this Agreement.

3.20(b) All tools and material relating to electrical work shall be handled by electrical workers.

3.29 Power hoisting devices such as derricks, cranes, etc., that are to be used on any job for the purpose of assembling or installing of electrical materials, apparatus, or other electrical equipment shall be done by Journeymen electricians covered under this Agreement.

3.30 Maintenance on all arc welding apparatus, stress relief apparatus, heating apparatus, bake-outs and the filtering of all transformer oil shall be done by Journeymen electricians.

3.31(c) In all cases, welding to be performed by a Journeyman electrician.

12.01 The Employer recognizes the IBEW as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring and equipment, including but not limited to the list specified in the schedule attached hereto and made part hereof, under the construction, alteration, and repair of buildings; structures; bridges; bridge approaches; viaducts; tunnels; subways; shafts; foundations; street and highway work; sewers; piers; docks; dams; port works; river and harbor improvements; mines; all pipelines for electrical wires, including underwater crossings and overhead and underground transmissions. The jurisdiction also covers the installation, connections, maintenance complete with service work on Fiber Optics, Computers, Multiplex Broad Band Micro Processors, Life Safety Fire Alarm, security, Building Management and Energy Management Systems which includes all accessories and associated devices and such other work as by custom has been performed by members of the IBEW.

12.02 All electrical work as defined in Section 1 and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workmen covered by this Agreement.

12.03 On any job where there is a vehicle such as a pickup, panel truck, etc., and these vehicles are used for transportation of men and/or material on the job site, and the vehicles remain on the job site

in the performance of electrical work, these vehicles shall be operated by workmen covered by this Agreement.

12.04 The Employer understands that the Local Union's jurisdiction --both trade and territorial-- is not a subject for negotiations but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

SCHEDULE OF WORK COMING UNDER THE JURISDICTION OF THE IBEW

Line trucks, all equipment thereto, including "A" Frames augers and all types of equipment whether operated hydraulically, electrically, by gasoline or by any other means.	Nitrogen connections. Flowmeter installations. Stress relief apparatus.
Truck mounted augers whether driven directly from the truck engine by means of power take off, separate engine or whether operated hydraulically, electrically, or any other means. Gasoline driven or electric motor driven converters.	Bake outs. Generators (all types). Welding Apparatus.
"Cherry Pickers", "Giraffes" or similar apparatus.	Cable Ways.
Ditch Witch and all similar apparatus.	Elevators.
All cable pulling equipment.	Holiday Testing.
High tension pipe cable installations.	Electric motor driven air compressors.
Setting light standards.	Electric motor driven pumps.
Temporary heating plants.	Electric motor driven fans.
All line installations work including the digging setting and backfilling of poles and anchors.	Electric Cranes.
All installation and maintenance of electrical equipment required for temporary light, electric heat and power.	Electric motor driven conveyors. Electric motor driven power saws.
All chasing and channeling necessary to complete electrical work.	Electric motor driven hacksaws. Electric motor driven terrazzo floor surfacers.
Laying of all ducts for electric wires.	Electric motor driven wood floor surfacers.
Pipe Coating.	Electric driven concrete vibrators.
Core boring machines.	Electrically driven vacuum pumps.
Underwater cable of all types.	

Motor driven scaffolds.

Trucks on job sites.

Power activated personnel lifts.

All pipe and conduit installations for electrical wires.

Filtering of all transil oil.

Manhole preparation and conditioning.

Runway lighting.

Winches: whether operated hydraulically, electronically or by any other means.

Building Management and Energy Management Systems.

Installation of fiber optic cable and all related work, including all manholes, hand holes, pulling of all cable, conduits and supports, termination and splicing or fusion of all cables, handling and distributing of all related materials.

Forming for electrical installations.

All components in connection with electric heat.

All X-ray machine installing and connecting.

Laser equipment.

Direct burial cable, oil and gas filled cable and breakers.

Installation of wind driven turbines, towers, and all related equipment and wiring.

Sound systems, fire alarms and security systems not covered by other branches of the IBEW.

Alternative/Photovoltaic Energy Systems (Memorandum of Understanding)

“Alternative electrical generating systems including but not limited to all solar panels, wind turbines, geo- thermal, Photo Voltaic, thin film, flexible PV and any other form of voltage generating systems.

All related work in any way associated with the installation of supports, racking systems, ballasts,

All electrical control systems.

Electric motor driven drill presses.

Pipe cutting and threading machines.

Handling, moving and placing of electric refrigerators.

Handling and moving of all transformers, subject to existing agreements.

Central power plants.

Computers and Computer Wiring.

Multiplex Broad Band Microprocessors.

Programmable Controllers Telephone Interconnect.

All tree lighting.

Emergency lighting equipment not covered by other branches of the IBEW.

Cathodic protection systems.

Nuclear power plants.

All duct, PVC, plastic, electrical pipe conduit (for present and future use).

Installation of all solar electric panels, storage cells, and photovoltaic related equipment.

Installation of all telephones and equipment not covered by other branches of the IBEW.

Photovoltaic Modules and thin film. All types of electrical raceways including but not limited to any and all materials associated with the installation of these and any Electrical Generating System whether it be conventional or alternative.”

Geographic Jurisdiction

Local 102

14.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

New Jersey

Bergen County -

Local Unions No. 102 and No. 164 shall have concurrent jurisdiction in that part of Bergen County, known as the "Combined Territory", which is composed of those portions of the Borough of Fairlawn, Borough of Elmwood Park and Township of Saddle Brook west of the Bergen County Short Cut (Erie R.R.); all of the City of Garfield and the Borough of Lodi; that portion of the Borough of Wallington west of the Bergen County Short Cut (Erie R.R.) to Van Dyk Street and north and west of Van Dyk and Jordan Streets; and that portion of the Borough of East Rutherford, known as the Carolton Hill section, north and west of Willow Street and the Erie Railroad.

Essex County -

That portion east and south of Bloomfield Avenue, north and east of Kingsland Avenue, and west and north of Passaic Avenue, up to and inclusive of Essex County/Passaic County lines. (The former Hoffman LaRoche Company property in Nutley.)

Hunterdon County -

Alexandria, Bethlehem, Clinton, Franklin, Holland, Kingwood, Lebanon, Readington, Tewksbury and Union Townships in their entireties; Califon and High Bridge Boroughs; that portion of East Amwell Township east of State Highway 31; that portion of Raritan Township east of State Highway 31 and north of County Route #523; and that portion of Delaware Township west of a line following County Route #523 from the Delaware River in a northerly direction to the Raritan Township line. Flemington is excluded.

Morris County - In its entirety, Passaic County - In its entirety.

Somerset County -

Excluding that portion of Franklin Township east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction to the Millstone Branch of the Pennsylvania Railroad, west along the railroad to the Delaware and Raritan Canal, and south along the canal to the Middlesex County line and also excepting that portion of Montgomery Township west and south of a line following U.S. Highway 206 (formerly State Highway 31 north from Mercer County to the Harlingen Road and west along that road and the Dutchtown-Zion Road to Hillsboro Township line.

Sussex County - In its entirety, Union County - In its entirety, Warren County - In its entirety.

Pennsylvania

Bucks County -

Plumstead, Bedminster, Tinicum, Nockamixon, Bridgeton and Durham Townships in their entirety, and that portion of Haycock and Springfield Townships east of a line following State Highway 412 from Northampton County south to Route 09071, along 09071 to State Highway 212, along

Highway 212 to Route 09068, and along 09068 to State Highway 313. Also included in that portion of Dublin Borough east of State Highway 313.

Monroe County -

Polk, Eldred, Chestnut Hill, Ross, Hamilton, Jackson, Pocono, Stroud, Smithfield and Middle Smithfield Townships, the Boroughs of Stroudsburg, East Stroudsburg and Delaware Water Gap. That portion of Tunkannock and Tobyhanna Townships west of Route #115 from Chestnut Hill Township north to the Luzerne County line.

Northampton County -

Upper Mount Bethel, Lower Mount Bethel, Washington, Plainfield, Bushkill, Forks, Palmer, Upper Nazareth, Lower Nazareth, Williams Township, the City of Easton, and the Village of Butztown in their entirety; that portion of Moore Township north and east of a line following State Highway 946 from the Lehigh Township line to Klecknersville and along State Highway 987 from there to Bath Boro. Also that portion of East Allen Township north of Bath Borough and east of State Highway 987. Also that portion of Bethlehem and Lower Saucon Townships east of a line following Hecktown Butztown Road south from Lower Nazareth Township through Butztown and continuing to Middletown, along Alternate U.S. Highway 22 to the eastern boundary of the Borough of Freemansburg, along this boundary in a southerly direction to the Bethlehem City line, along the Bethlehem City line between Bethlehem and Lower Saucon Township to the northern boundary of Hellertown, along the line between Hellertown and Lower Saucon Township to State Highway 412, along 412 to Bucks County.

Pike County -

Porter, Delaware and Lehman Townships in their entirety.

ESSEX COUNTY, HUNTERDON COUNTY, MORRIS COUNTY, PASSAIC COUNTY,
SOMERSET COUNTY, SUSSEX COUNTY, UNION COUNTY, WARREN COUNTY
AND COMBINED TERRITORY OF BERGEN COUNTY, NEW JERSEY
PARTS OF BUCKS COUNTY, MONROE COUNTY, NORTHAMPTON COUNTY,
PIKE COUNTY, PENNSYLVANIA

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis Bacon Act to which the Agreement applies.

Local 164

4.08 "Normal construction labor market" is defined to mean the following geographical area: Hudson/Bergen/Essex Counties, which includes the area from which the normal labor supply is secured.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which the Agreement applies.

Local 400

4.08 "Normal Construction Labor Market" is defined to mean the following geographical area, in the State of New Jersey, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured: Monmouth and Ocean Counties.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

Local 456

6.05 "Normal Construction Labor Market" is defined to mean the following geographical area, in the State of New Jersey, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

Middlesex County: In its entirety.

Somerset County:

That portion east of a line following Cedar Grove Lane from the Raritan River, in a southwesterly direction to the Millstone branch of the Pennsylvania Railroad, west along the railroad to the Delaware and Raritan Canal, and south along the canal to the Middlesex County line.

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

Combined Territory Language

Bergen County

Local Unions No. 102 and No. 164 shall have concurrent jurisdiction in that part of Bergen County, known as the "Combined Territory", which is composed of those portions of the Borough of Fairlawn, Borough of Elmwood Park and Township of Saddle Brook west of the Bergen County Short Cut (Erie R.R.); all of the City of Garfield and the Borough of Lodi; that portion of the Borough of Wallington west of the Bergen County Short Cut (Erie R.R.) to Van Dyk Street and north and west of Van Dyk and Jordan Streets; and that portion of the Borough of East Rutherford, known as the Carolton Hill section, north and west of Willow Street and the Erie Railroad.

Local 102

3.01(b) The minimum hourly rate of wages for the Combined Territory shall be determined in accordance with IBEW's International Office ruling of April 1955. The rates of wages to be paid in the combined territory shall be established as per the prevailing wage rate of Bergen County.

Local 164

No.

Section XIV: Safety

Live Work Premiums/Restrictions

Manhole Work

Safety (Miscellaneous)

Live Work Premiums/Restrictions

Local 102

4.18 Two (2) Journeymen must be employed on all live work of 440 volts or over. Live work of 440 volts or over should only be performed under extreme emergency conditions.

Local 164

5.07 On jobs where employees are required to work on live work of 440 or 480 volts, they shall be paid an additional 10% for such work. No work is to be performed on live voltage over 480 volts.

24.05 No outdoor installations shall be permitted in damp, icy or wet weather on the following outside equipment and apparatus: pot heads 440 volts or over, transil oil filtering, splices and connections on cables 440 volts or over.

24.07 No work is to be performed on live voltage over 480 volts.

Local 400

11.05 On energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more Journeymen must work together. All rubber gloves and blankets shall be inspected to the voltage as required by the job, but in no case shall be less than 10,000 volts and stamped by an approved UL Lab not more than three (3) months before use.

11.07 In all energized circuits in manholes carrying 600 volts or over, two (2) Journeymen must be employed, of which a minimum of one safetyman must be above. Also, no Employee covered by this Agreement, shall, nor shall the Employer, direct or permit any such employee to enter a manhole for any purpose before such employee personally tests the manhole and pumps out any gases which safety requires be eliminated.

Local 456

3.28(a) Two (2) Journeymen must be employed on all live work of 440 volts or over and be paid an additional 10% for such work.

3.28(c) Men assigned to work under the conditions of 3.28(a) and 3.28(b) between the hours of 8:00 AM and 12:00 Noon shall receive not less than four (4) hours premium pay. Men assigned to work between the hours of 12:30 PM to 4:30 PM shall receive not less than four (4) hours premium pay for such work.

3.32 When work is performed on any equipment, busway, or feeders on voltages in excess of 600 volts, there shall be a high voltage glow stick and gloves present throughout this period. Lockout and tagging procedures shall be performed on all shutdowns by Journeymen electricians. All above work shall be performed by Journeymen electricians.

Manhole Work

Local 102

4.16 In manhole work, two (2) workmen must be employed, of which a minimum of one safety man must be above. Also, no employee covered by this Agreement shall, nor shall the Employer direct or permit any such employee to enter a manhole for any purpose before such employee personally tests the manhole and pumps out any gases which safety requires to be eliminated.

Local 164

No.

Local 400

11.07 In all energized circuits in manholes carrying 600 volts or over, two (2) Journeymen must be employed, of which a minimum of one safetyman must be above. Also, no Employee covered by this Agreement, shall, nor shall the Employer, direct or permit any such employee to enter a manhole for any purpose before such employee personally tests the manhole and pumps out any gases which safety requires be eliminated.

Local 456

3.33 In manhole work, two (2) Journeymen must be employed, of which a minimum of one safety man must be above. Also, no employee covered by this Agreement, shall, nor shall the Employer direct or permit any such employee to enter a manhole for any purpose before such employee personally tests the manhole and pumps out any gases which safety requires to be eliminated.

Safety (Miscellaneous)

Local 102

4.19 The Employer shall supply all safety equipment and rain gear when needed. A first aid kit shall be provided on all jobs. When drinking water is not readily available, it shall be provided by the Employer.

Local 164

12.03(a) "...The contractor shall also furnish... a First Aid kit..."

24.01 All electrical work in this jurisdiction shall be installed in a safe and workmanlike manner and in strict accord with Municipal Rules and Code requirements, also in accord with contract specifications.

24.02 Hazards to life, limb and property must be avoided. A Joint Safety Committee consisting of three members from the contractors and three members from the Union shall draw up a set of safety rules, copies of which shall be furnished to all contractors working in Hudson/Bergen/Essex Counties, which must be adhered to. All accidents causing serious injury to employees, necessitating a report to the Workmen's Compensation Commission; copies of such reports shall be forwarded by the Employer to the office of the Local Union. The Safety Committee shall meet quarterly.

24.03 In the Union's and Employer's interest of having the proper image projected to the customer and for the well-being of said employee, the Employer is to require that all workmen be dressed appropriately for their respective job and work situation. This is to include the appropriate use of protective equipment.

24.04 All workmen employed under the terms of this agreement, as a safety precaution, shall wear hardhats when required. The Employer shall furnish said hardhats.

24.05 No outdoor installations shall be permitted in damp, icy or wet weather on the following outside equipment and apparatus: pot heads 440 volts or over, transil oil filtering, splices and connections on cables 440 volts or over.

24.06 Employers shall provide a First Aid kit on all jobs. Drinking water shall be provided by the Employer when it is not readily available.

24.07 No work is to be performed on live voltage over 480 volts.

24.08 All main feeders and risers for temporary light and power shall be properly fastened with insulators where necessary and installed so as to eliminate hazard to life, limb and property.

24.09 All wiring for temporary light and power shall be installed in accordance with the New Jersey State Construction Safety Code, the National Electrical Code and New Jersey State Licensing Act and OSHA.

24.10 It is the Employers' exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules standards.

Local 400

2.10(c) Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

3.13(i) All main switches controlling temporary light and/or power shall be enclosed in a cabinet and provided with a lock and two (2) keys. Temporary shall follow all OSHA procedures regarding Lock Out and Tag Out. All locks and tag outs shall be supplied by the contractor.

11.01 In the Unions and the Employers interest of having the proper image projected to the customer and for the well being of said Employee, the Employer is to require that all workmen be dressed appropriately for their respective job and work situation. This is to include the appropriate use of protective equipment, clothing, hardhats and work shoes for safety purposes. Shorts and sneakers/tennis shoes are not to be worn at any time. The Union agrees that the Employee is to comply with the above requirements.

11.02 It is the Employer's exclusive responsibility to insure the safety of its Employees and their compliance with these safety rules and standards.

11.03 All workmen employed under the terms of this Agreement, as a safety precaution, shall wear helmets while performing electrical work. The Employer shall furnish said helmets.

11.04 Any Employee not found in compliance with OSHA safety standards will be subject to disciplinary action, which could include termination.

11.06 Radiation: On any job where workmen are exposed to radio-active materials and/or radiation in excess of one-tenth of the maximum permissible limits (MPL), as established by the International Commission Radiation Protection and as determined by a Qualified Radiation Control Monitor on the job, the workmen shall be rotated without discrimination and same limitations shall not be cause for discharge.

11.08 A First Aid kit and rain gear shall be provided on every job as issued by the Employer.

Local 456

3.12(b) No uninsulated ladders shall be used on any project.

3.13 The parties agree to the use of the Captive Piston Type Powder Activated Tool by Journeymen Wiremen who have become qualified to use said tool and who have been issued an operator's permit for its use by the manufacturer. The Labor Management Committee shall decide which Power Activated Tools are considered safe to use, and no such tools shall be used until so approved by the said Committee.

3.25 The Employer agrees that Journeymen and Apprentices shall install all electrical work in accord with state and municipal rules and code requirements, also the contract specifications and in a safe and workmanlike manner.

3.31(a) Whenever the splicing of lead cables is to be performed, heat resistant gloves must be furnished by the Employer and proper protection against the weather conditions shall be furnished by the Employer. Whenever a cable splicer requires assistance, each such cable splicer shall be assisted by a Journeyman electrician.

4.01(a) The Employer shall provide safety conditions for the workmen in accordance with the minimum requirements set forth under the laws of OSHA.

4.01(b) A proper Safety Kit and First Aid Kit are to be provided on every job and in every shop, as per OSHA.

4.02 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section XV: Drug Free Workforce Policies

[IBEW Local 164](#)

[IBEW Local 456](#)

[IBEW Local 400](#)

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(IBEW) LOCAL 164

DRUG AND ALCOHOL

POLICY AND PROCEDURES

OCTOBER 2007

1. Policies & Procedures

The IBEW Local 164 recognizes that drug abuse is an illness that creates serious problems for workers, their families, the workplace and the community, that this illness acknowledges no boundaries of age, race or socioeconomic status; that punishing the victim will not eradicate the problem. When dealing with substance abuse, efforts must be made to focus on substance abuse education and behavior medications as well as reasonable sanctions in order to assist the individual to become a more productive person. Therefore, efforts must focus on treatment of the illness and restoration of the victim to a meaningful productive life.

The IBEW Local 164 recognizes that a cooperative and constructive effort is needed to overcome the impact of drug abuse on safety, productivity, quality of work, and morale.

The IBEW Local 164 recognizes that Federal law requires that all contractors who receive Federal Contracts or grants maintain a drug free workplace. The signatory parties service Federal and State Contractors firmly believe that the work environment, at all times, should be healthy, safe and hazard free. We will enforce the requirements of the Federal and State Law in order to maintain a drug free workplace. In order to do so, we are implementing this Alcohol and Drug Policy that meets and/or exceeds compliance with the D.O.T. and federal mandated anti-drug/alcohol plan, 49 CFR Parts 40, 199, and 382.

Also, the IBEW Local 164 recognizes the key to this effort will be the providing of education, assistance to the employees and families, encouraging the IBEW members to receive treatment as needed, fostering and encouraging an environment which produces a high skill quality product that is "drug free". Therefore, in implementing the principles stated above, the parties agree as follows:

- a. The parties to this program will cooperate to accomplish a drug free environment and a safe work place.
- b. The substance abuse program will be conducted in keeping with the established testing procedures developed by the Department of Health and Human Services Scientific and Technical Guidelines dated April 11, 1988, and any subsequent amendments thereto. The Laboratory shall be licensed or certified, as the case may be, by the Substance Abuse and Mental Health Services Administration (SAMSHA), the College of American Pathologists and the Department of Defense shall participate in the proficiency testing programs required by each of those respective organizations.
- c. Those who do not respond favorably to these initiatives, will for the greater good of the industry and its workers, be removed from the workplace of all International Brotherhood of Electrical Workers/IBEW Local 164 Signatory Contractors.

2. Certified Lab

The IBEW Local 164 Trustees shall select a Third Party Administrator who uses a Certified Laboratory, with the approval of Northern New Jersey Chapter National Electrical Contractors Association (NNJNECA), who shall be responsible for implementing the drug screening tests.

3. Screening Cut Off Limits

Drug screening and Gas Chromatography/Mass Spectrometry (GC/MS) confirmation for ten (10) categories of drugs will be required with the following cut-off limits:

Drug Class	Screening Cut-Off Limit (ng/ml)	Confirmation Cut off Limit Ng/ml
Amphetamines	1000*	500*
Barbiturates	300	300
Benzoyllecgonine (Cocaine Metabolite)	300*	150*
Cannabinoids*** (THC)	50*	15*
Methaqualone	300	300
Opiates	2000*	2000*
Phencyclidine	25*	25*
Benzodiazepines	300	300
Methadone	300	300
Oxycodone	300	300
Propoxyphene	300	300
Alcohol, Ethyl	.02%	.039%
Alcohol, Ethyl	.04%	.04% or higher

When an Alcohol test shows a BAC level of at least .02 to .039%, IBEW members shall be under "sanction" and will be refused permission to work and shall report back in no less than 8 hours for a repeat BAC test. IBEW members must test negative .0% to .019% to be allowed to work. If repeat BAC test shows level of above .019%, IBEW member will be barred for failure to follow test procedures and will be in violation, having failed the test, and will be treated the same as a confirmed positive drug test.

***Cut off limits meet or exceed those established by the Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.**

IBEW Local 164 considers a 0% to .019% breath alcohol as normal. Any report in excess of .040% shall be considered above the cut off level. Refer to section 10 for alcohol testing.

4. Specimens

The IBEW Local 164 Drug & Alcohol program meets or exceeds the D.O.T. guidelines and will consider all adulterated specimens as a positive drug screen. Before consideration for testing again, the IBEW Local 164 will require a donor with an adulterated specimen to have a chemical dependency evaluation performed with a written report from the clinic or hospital sent to the Medical Review Officer (MRO). An MRO is a licensed physician who holds an MRO certification with knowledge of substance abuse disorders. In addition, all costs incurred for laboratory examination of the adulterated sample and the cost of a second test will be the responsibility of the donor.

5. Offsite Testing

In order to reduce travel and inconvenience to the participants for offsite testing, the Third Party Administrator (TPA) will prepare a list of approved certified laboratory collection stations in the jurisdiction of each participating Local. Such lists will be distributed to all appropriate parties by the IBEW Local 164 program representative. The test will not be processed unless one of the approved collection sites is used. The signatory contractor has the option to do onsite testing as well.

6. Positive Test Results

In the case of "positive" results of any test, the participant:

- a. Shall have the right immediately (within 72 hrs.) to have the original Split Specimen "B" sample independently retested at their expense, by a laboratory of their choice, which must meet the qualifications of the program as outlined in Section 2. If the independent retest is "positive," the participant will be notified by the MRO, and will be required to comply with the recommendations for further evaluation or rehabilitation as directed. All expenses related to the retesting of the original sample will be forfeited.
- b. Shall have the right to secure a copy of all data relating to the test procedures and results, providing the costs of same are paid in advance to the initial testing laboratory by the participant.
- c. **First occurrence** for confirmed positive test results for illegal drugs, alcohol, or prescription drugs without a valid prescription:
 - The IBEW member will immediately be removed from the jobsite and suspended from working for IBEW Local 164 Signatory Contractor for 30 days or until such time as the IBEW member has taken a negative drug screen test in accordance with the EAP/SAP instructions and has successfully followed the recommendation of the EAP program.

- Such IBEW member will be paid for all time worked.
 - The IBEW member will be given, with the assistance of the Employee Assistance Program/Substance Abuse Professional (EAP/SAP), support and guidance with the recommendations for further evaluation or rehabilitation.
 - The IBEW member must sign a "Conditions of Reinstatement" form.
- d. Second occurrence** for confirmed positive test results for illegal drugs, alcohol, or prescription drugs without a valid prescription:
- Will result in the sanctions outlined in section (c) above and the IBEW member will not be allowed to return to work with an IBEW Local 164 Signatory Contractor for a minimum of 60 days.
- e. Third occurrence** for confirmed positive test results for illegal drugs, alcohol, or prescription drugs without a valid prescription:
- Will result in the sanctions outlined in section (c) above and the IBEW member will not be allowed to return to work with an IBEW Local 164 Signatory Contractor for a minimum of 90 days.
- f. All Screening and analysis** will be performed by a SAMSHA Certified Independent Testing Laboratory through the Third Party Administrator (TPA) selected by the IBEW Local 164 Program. The certified lab shall report all test results to the Medical Review Officer (MRO) to perform the duties as stated above.

7. Medical Review Officer (MRO)

The Medical Review Officer shall be responsible for the following:

- a.** Notify the tested individual of a positive result.
- b.** Review and verify a confirmed positive rest result.
- c.** Provide the tested individual with an opportunity to discuss the reasons why their test result might be positive.
- d.** Review the individual's medical record as provided by or at the arrangement of the tested individual as appropriate. Verify the laboratory result.
- e.** Notify the designated Contractor representative of all IBEW Local 164 members' fitness for duty as being either "fit for duty" or "unfit for duty".
- f.** Process request for retest of original sample.

- g. Participate in return to duty decisions as required.
- h. The MRO will fax a release form to the IBEW Local 164 office declaring the donor fit for retesting. The donor will then be required to pay for the retest. Upon receipt of payment, the donor will be retested.
- i. Refer individuals testing positive to the appropriate EAP/SAP for evaluation. The cost of the evaluation or services shall be the responsibility of the individual, reduced to the extent the Electrician's Health and Welfare Plan provides coverage, assuming eligibility.

8. Procedures for drug screening are as follows:

- a. The Third Party Administrator (TPA) or IBEW Local 164 Representative will provide the participant the proper chain of custody form for screening at an approved collection facility either on-site or off-site.
- b. A qualified health professional at the collection facility on-site or off-site will require all participants to have picture identification and a completed chain of custody form.
- c. The qualified health professional at the collection facility will furnish the participant a receipt showing the drug screen test has been performed and is being processed.
- d. The IBEW Local 164 program representative will consider a donor's refusal to provide a specimen the same as a positive drug and/or alcohol screen.

9. Random Drug Screening

- a. All contractors will be required to perform on-site or off-site specific random drug testing. Contractors will be required to notify the Third Party Administrator (TPA) five (5) business days in advance of all required random testing, so technicians can be provided at the designated time and place of the testing. Each contractor will also be required to submit a list of their IBEW members for the computer-generated random selection process by the Third Party Administrator. The list must include the following; full name, social security number, craft, local, address, and phone number. In addition, the Third Party Administrator (TPA) will also test all other trades that are employees of the contractor, if so desired by the contractor at a predetermined cost. It will be the responsibility of the contractor to notify the Third Party Administrator (TPA) of any Electrician project, which has a job duration of two (2) weeks or longer, so as to perform required on-site or off-site random testing.
- b. At least 25% of the IBEW Local 164 eligible workforce to be tested within a twelve (12) month period.

- c. The IBEW member copy of the chain of custody form from the random test will be proof of the donor's test. The contractor or owners can verify that a test was negative by calling IBEW Local 164 Third Party Administrator (TPA). Positive donors must comply with the existing provisions of the IBEW Local 164 Policy and Procedures before being allowed to retest.

- d. The IBEW Local 164 representative will consider a donor's refusal to participate in a random drug screen the same as a positive drug screen. The donor will be required to have a chemical dependency evaluation performed with a written report from the professional counselor to the MRO. In addition, all expenses incurred will be the donor's responsibility.

10. Random Alcohol Screening

- a. Alcohol screening will be conducted in keeping with D.O.T. regulations Part II, 2120 through 2127, dated February 15, 1994. The IBEW Local 164 program only recognizes Breath Alcohol Testing (BAT), with BAT Confirmation as a positive result for alcohol. A positive alcohol test is one with a level of .040 or greater.

- b. The IBEW Local 164 program will do random alcohol testing in addition to drug testing in accordance with the same system used for drugs as stated in paragraph 9 above.

- c. If an Alcohol test shows a BAC level of at least .02% to .039%, the IBEW member shall be under "sanction" and will be refused permission to work and shall report back in no less than 8 hours for a repeat BAC test. An IBEW member must test negative .0% to .019% to be allowed to work. If repeat BAC test shows a level above .019%, the IBEW member will be barred for failure to follow test procedures, will be in violation and will have failed the test and will be treated the same as a confirmed positive drug test.

- d. The IBEW Local 164 program will consider a donor's refusal to participate in a random alcohol screen the same as a positive alcohol screen equal to .040% or higher. The donor will be required to have an alcohol dependency evaluation performed with a written report from the professional counselor to the MRO. In addition, all expenses incurred will be the donor's responsibility.

11. Post Accident/Incident Testing

- a. As soon as possible, but no later than 2-8 hours after an accident occurs during employment hours, any IBEW member whose performance either contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident shall be drug/alcohol tested. The decision to test or not to test shall be at the sole discretion of the employer based upon the base information available immediately after the accident. The supervisor, in conjunction with any other

investigative personnel, shall fully document the basis upon which a decision to test or not to test is made. In the case of an accident involving a fatality or involving the issuance of a citation to a Company employee, the involved IBEW member shall automatically be tested. All covered IBEW members shall immediately report all accidents or citations issued during the member's course of his/her shift regardless of the type or ownership of vehicle involved in the accident or the citation.

- b. The IBEW Local 164 program representatives will consider a donor's refusal to participate in a post accident/incident testing the same as a positive test result. The donor will be required to have a chemical dependency evaluation performed with a written report from the professional counselor to the MRO. In addition, all expenses incurred will be the donor's responsibility.

12. For Cause Testing

An IBEW member shall be subject to drug or alcohol testing, for cause, for any of the following reasons:

- a. Whenever there is reasonable cause to believe that an IBEW member is using a prohibited drug/alcohol, such member shall be drug/alcohol tested. The decision to so test will be based on a reasonable belief that the member is using prohibited drug/alcohol on the basis of the specific, contemporaneous, physical, behavioral, or performance indicators of probable drug/alcohol use. One supervisor of the IBEW member trained in detecting possible drug/alcohol use symptoms shall substantiate the decision to test.
- b. Based on observed and documented (by the member's supervisor and one witness) behavior which is unusual to the circumstances, or the individual's normal behavior, which indicates or could indicate impairment or drug abuse.
- c. Oral Fluids screening can be used for reasonable cause and post accident as long as you follow up with a urine test within 0-8 hours and follow the D.O.T. regulatory requirements of specimen collection. The IBEW member will not be allowed to return to work until the results are in. If urine testing proves negative, the IBEW member will be compensated for any lost wages by his employer.

13. Donor's Responsibilities/Conduct

- a. If a member relocates, or has a phone number change, it is his/her responsibility to notify the Union and the IBEW Local 164 Signatory Contractor they are presently working for, so that all notifications will be received by the participant in a timely manner.
- b. If the donor's temperature does not meet the guidelines (90-100 degrees), the donor will be given the opportunity to have his/her temperature taken. If the difference between the specimen and the donor is LESS than 1.8 degrees, the collector will note on the chain of custody and complete the collection. If the donor refused to have his/her temperature taken, this will be noted on the chain of custody and the collection process will be

completed. If the temperature difference is GREATER than 1.8 degrees, the donor will be given the opportunity to submit a second specimen. The donor will be allowed three (3) hours to provide the second specimen, but NOT be allowed to leave the collection facility.

- c. The IBEW/Local 164 representative will consider a donor's refusal to provide a specimen, the same as a positive drug screen. The donor will be required to have a chemical dependency evaluation performed with a written report from the professional counselor to the MRO. In addition, all expenses incurred will be the donor's responsibility.

14. IBEW Drug and Alcohol Screening Program

The IBEW Drug and Alcohol Screening program is strictly a service to the construction industry they serve. The only rules that are enforced by the IBEW Local 164 policy and procedures are those rules necessary for the administration of the Drug and Alcohol Screening Program.

15. Contractor Responsibilities

Participating Signatory Contractor's Responsibilities in the IBEW Local 164 Drug and Alcohol program:

- a. In keeping with the Federal /D.O.T. laws, must have a written company policy and procedure guide. The policy and procedure guide should follow the IBEW Local 164 program guidelines as stated in the policy and procedure manual.
- b. Conduct Supervisory Drug Awareness Training and continued behavioral observation. It is the responsibility of each foreman and management to ensure through continual behavioral observation that subordinates are fit for duty. Such a determination is an on-going responsibility of all foreman and management. Behavioral observation and job performance depends on the supervisor's judgment and working knowledge of each member to determine fitness-for-duty. This training provides information to assist foreman and management in determination of fitness for duty by observing the following:
 - Symptoms and Behaviors
 - Patterns of Job Performance Deterioration
 - Actions to be taken

16. NECA Revisions or Amendments

The IBEW Local 164 Drug and Alcohol policy and procedures is a living document. The NNJNECA and IBEW Local 164 shall meet periodically to review the program and shall have the authority to make changes in the program to improve and keep it up to date with regulations and current practices.

Glossary of Terms

Accident: is defined as a negative chain of events that results in an interruption of a normal process; including the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or damage to a vehicle, equipment, material or property. For purposes of this Policy, a Serious Accident is defined as an accident where the initial costs are anticipated by the immediate supervisor at the scene to exceed \$2500.00 (material damage).

Adulterated Specimen: a specimen that contains a substance that is not expected to be present in human urine, or contains a substance expected to be present but is a concentration so high that it is not consistent with human urine.

Alcohol: means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcoholism: A disease in which a person's consumption of any alcoholic beverage definitely and repeatedly interferes with that person's health and or performance.

Alcohol Use: means the consumption of any beverage, mixture, or preparation, including any medication, containing alcohol. Using, being under the influence or possession of alcohol while performing your job duties or while on a jobsite or motor vehicle including a company vehicle is prohibited.

Breath Alcohol Content (BAC): Breath alcohol concentration expressed as grams of alcohol per 210 liters of breath.

Chain of Custody: The procedures established by SAMSHA and D.O.T. to track specimen handling and storage from point of collection to final disposition. Stringent chain-of-custody procedures ensure the integrity of each specimen collected.

Confirmed Positive Test Result: The final result of a specimen, which has been first screen tested to detect the presence of a substance above the established cut-off limit, and then confirmed by a more precise quantitative method based on the Gas Chromatography/Mass Spectrometry (GC/MS) technique, which specifically identifies the substance and the amount.

Contractor Premises: include all land property, buildings, structures, installations, boats, planes, cars, trucks, vans, and all other means of conveyance owned by or leased to the contractors or otherwise being utilized for contractor affairs.

Controlled Substance: Any substance that can only be legally obtained by prescription from a licensed medical practitioner.

Cut-Off Limit: The lowest level at which a substance can be detected and reported as positive.

Designated Contractor Representative: An employee authorized by the contractor to take immediate action(s) to remove employees from safety-sensitive duties or cause employees to be removed from these covered duties and to make required decisions in the testing and evaluation processes. The DCR also receives test results and other communications for the contractor, consistent with the requirements of this part.

Drug Class: The type of drugs included in the panel.

Employee: Any employee of the contractor, including management and supervisory employees.

Employee Assistance Program: a program that is provided to assist employee through traumatic conditions such as drug and alcohol abuse.

Gas Chromatography/Mass Spectrometry (GC/MS): A sensitive, specific, and accurate analytical procedure used to confirm a positive result of an initial test. GC/MS is absolute quantitative confirmation when you know the drug you are looking for.

Initial Screening Test: A quick immunoassay test which proves or disproves the presence of substances in excess of the established cut-off limit. Positive results of an initial screen are considered presumptive until confirmed by GC/MS.

Legal Drug: Prescribed drugs and over the counter drugs that have been obtained legally and are being used for the purpose for which they were prescribed and/or manufactured. This term also includes alcohol as defined in this policy.

Medical Review Officer: A licensed physician (medical doctor or doctor of osteopathy) who holds an MRO Certification with knowledge of substance abuse disorders. The MRO is responsible for receiving laboratory results generated by an employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

The MRO acts as an independent and impartial "gatekeeper". He/She is an advocate for the accuracy and integrity of the drug testing process. The MRO's Duties include:

- Providing a quality assurance review of the drug testing process;

- Determining whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug test results from the laboratory;
- Investigating and correcting problems where possible;
- Ensuring the timely flow of test results and other information to employers; and
- Protecting the confidentiality of drug testing information.

Negative Test: The final result of tested specimen in which no substance has been detected or a confirmed positive test that the MRO determines to be legitimate.

NG/ML: Nanograms per milliliter are the unit of concentration used for quantitative drug test results.

Prohibited Drug: Any drug or substance which is not legally obtainable and whose use, sale, possession, purchase or transfer is restricted or prohibited by law, or is legally obtainable, but has not been legally obtained. The term "Prohibited Drug" means any of the following substances specified in Schedule I or Schedule II of the Controlled Substances Act 21 U.S.C. 801.812 (1981 & 1987 Cum P.P.): marijuana (THC), cocaine (COC), opiates (OPI), amphetamines (AMP), phencyclidine (PCP), benzodiazepines (BZO), barbituates (BAR), methodone (MTD), propoxyphene (PPX), and metaqualone (METHQ). This term includes prescribed drugs not being used for prescribed purposes.

Split Specimen: In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the preliminary specimen or a verified adulterated or substituted test result.

Substance Abuse: The unauthorized use of any drugs (legal or illegal) and/or alcohol or use in such quantity or frequency as to impair a person's mental or physical capacity.

Substance Abuse Professional: Individual trained to recognize and evaluate substance abuse disorders in participants testing positive. An individual must have certain credentials, knowledge, and training to act as a SAP.

He/She must be a:

- Licensed physician (Doctor of Medicine or Osteopathy)
- Licensed or certified social worker
- Licensed or certified psychologist;
- Licensed or certified employee assistance professional; or
- Drug or alcohol counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC)

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine.

Third Party Administrator (TPA): Administers the full drug & alcohol program including but not limited to the management of the service center collection facility, certified lab accounts, MRO functions, maintenance of records, and is responsible for generating the random selection lists. Also, interfaces with the IBEW designated Representative, the designated Signatory Contractor Representative, and the designated Union Representative. Available for audit of program.

Under the Influence: The employee has alcohol and/or drugs in his/her system and has tested positive for alcohol and/or drugs. The employee can also be determined to be "under the influence" when affected by such alcohol and/or drugs in any detectable manner, including, but not limited to impaired performance of the job duties and responsibilities and/or safety concerns.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 164
DRUG & ALCOHOL POLICY ACKNOWLEDGEMENT**

For all Members of IBEW Local 164

Abuse of alcohol and illegal drugs can have adverse effects on safety, productivity, and responsible decision making. The use, possession or sale of alcohol and illegal drugs in the workplace endangers not only the safety and health of the individual abuser, but also that of fellow workers, clients and the community. Drug abuse impairs the user's judgment, behavior, feelings, and perception as well as the user's physiological functions. These effects interfere with many of the user's responsibilities such as the ability to properly work on or with equipment, to concentrate, organize and make cognitive decisions, to handle or lift objects & to handle products & equipment safely. These deficiencies can result in severe accidents or serious injury to the person and to innocent bystanders and can also cause damage to property resulting in loss of production, business, and capital to IBEW Contractors.

We will enforce the requirements of the Federal Drug & Alcohol Workplace law at all work locations with IBEW Contractors. Using or being under the influence of illegal drugs or alcohol during working hours or through the course of a workday or while on a jobsite is prohibited.

GENERAL TESTING POLICY

To maintain a safe and healthful workplace, substance abuse testing will be conducted on a Pre-employment, Annual, reasonable cause, and post accident basis. **Random drug testing will be implemented for all work performed for IBEW Local 164 beginning _____**. Testing will be required when at least one (1) designated member representative or company official has observed and documented actions (performance deviations), appearance, or conduct (unusual behavior) indicative of drug or alcohol use. IBEW Local 164 will conduct post-accident urine/saliva tests and/or blood alcohol tests for persons who suffer an occupational on-the-job injury requiring treatment from a doctor OR following a serious accident in which safety rules or procedures were violated, equipment or property was damaged, and unusually careless acts were performed, or where the cause was due to that person's failure to use prescribed personal protective equipment while working on Company premises or work site property.

Testing will be conducted as soon as possible following an accident if that person's performance either contributed to the accident or cannot be completely discounted as a contributing factor to the accident. The need for testing is presumed; any decision not to administer a test must be based on the IBEW Local 164 determination, using the best information available at the time that the person's performance could not have contributed to the accident. Any person subject to post accident testing who leaves the scene of an accident without valid reason before the test is administered can be deemed by the IBEW Local 164 to have refused to submit to testing. Such a refusal is treated as if the person recorded a test of 0.04 Blood Alcohol Concentration (BAC) or greater. That person, if employed by an IBEW Local, will be immediately referred to the Employee Assistance Program (EAP). Other persons will be escorted off Company property & refused further access.

If there are questions concerning this policy or the need to perform testing, immediately contact the IBEW Local 164 Contractor and/or Union Designated Member Representative for clarification.

I understand that the IBEW Local 164 Drug and Alcohol Policy and Procedures is a living document. Therefore, changes or additions to the information contained herein may take place at any time.

I, the undersigned, have read the above information and agree to be bound by the rules of the IBEW Local 164 Drug & Alcohol Policy and Procedures.

Signature: _____ Date: _____

Printed Name: _____ (please print)

Witness Signature: _____

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 164

Drug and Alcohol Policy
Conditions of Reinstatement for All Employees of
IBEW Local 164 Signatory Contractors

Please read and sign where indicated:

1. I have been informed of the IBEW Local 164 Drug & Alcohol Screening Policy and Procedures.
2. I understand substance abuse testing (drugs/alcohol testing) will be conducted for all employees on a random, post accident/incident and for cause.
3. I agree to accept the following "conditions of employment" for being rehired under a probationary status:
 - I agree to submit to follow up drug and/or alcohol screening for at least, but not limited to, twelve months (1 year) as an express condition to my reinstatement. This is separate and apart from the company wide random drug/alcohol testing, and will take effect immediately.
 - **Second occurrence** (within 18 months of last occurrence) for confirmed positive test results for illegal drugs, alcohol, or prescription drugs without a valid prescription:
 - The employee will immediately be removed from the jobsite and suspended from working for any IBEW Local 164 Signatory Contractor for a minimum of twelve months (1 year) and until such time as the employee has taken a negative drug screen test in accordance with the EAP/SAP instructions and has successfully completed a medically recognized rehabilitation program recommended by the employee's EAP program.
 - Such employee will be paid for all time worked until his or her removal from the jobsite.
 - The employee will be given, with the assistance of the Employee Assistance Program/Substance Abuse Professional (EAP/SAP), support and guidance with the recommendations for further evaluation or rehabilitation.

- The employee, once reinstated, will be subject to no less than four (4) randomly scheduled drug tests in the 12 months following treatment. This is in addition to the IBEW Local 164 random drug/alcohol testing.
 - The employee must sign a "Conditions of Reinstatement."
 - I understand I must show proof of in and/or out patient attendance for as long as it is recommended by a recovery facility.
 - I understand and comply with the **NO ALCOHOL OR DRUGS** policy on the job site, during lunch or at any break I should have while working. My employment will be effected as stated above if I violate this policy.
4. I understand that I should immediately ask one of the Designated IBEW Local 164 Representatives if I have any questions about Safety policy or procedures.

On this date, _____, I understand & agree to the above conditions.

Signature

Witness Signature

NECA / IBEW456 DRUG-FREE

WORKFORCE PROGRAM

DRUG AND ALCOHOL POLICY AND PROCEDURES

The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this NECA / IBEW 456 Drug-Free Workforce Program resolve to combat chemical abuse in any form and agree, that to be effective programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to insure fairness in applications and protection of legitimate interest of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement area wide substance abuse testing pursuant to a written Drug and Alcohol Policy. The policy shall include minimum standards as are required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and the NECA chapter to meet the requirements of those laws and regulations.

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1. Policies & Procedures

NECA and IBEW Local 456 recognize that drug abuse is an illness that creates serious problems for workers, their families, the workplace and the community; that this illness acknowledges no boundaries of age, race or socioeconomic status; and that punishing the victim will not eradicate the problem. When dealing with substance abuse, efforts must be made to focus on substance abuse education and behavior modifications as well as reasonable sanctions in order to assist the individual to become a more productive person. Therefore, efforts must focus on treatment of the illness and restoration of the victim to a meaningful productive life.

NECA and IBEW Local 456 recognize that a cooperative and constructive effort is needed to overcome the impact of drug abuse on safety, productivity, quality of work, and morale.

NECA and IBEW Local 456 recognize that Federal law requires that all contractors who receive Federal Contracts or grants maintain a drug free workplace. NECA and IBEW Local 456 firmly believe that the work environment, at all times, should be healthy, safe and hazard free. We will enforce the requirements of the Federal and State law in order to maintain a drug free workplace. In order to do so, we are implementing this Drug and Alcohol Policy that meets and exceeds compliance with the D.O.T. and Federal mandated anti-drug/alcohol plan, 49 CFR Parts 40, 199, and 382.

Also, NECA and IBEW Local 456 recognize the key to this effort will be providing education, assistance to the employees and families, encouraging the participants to receive treatment as needed, and fostering and encouraging an environment which produces a high skill quality product that is "drug free". Therefore, in implementing the principles stated above, the parties agree as follows:

- a. The parties to this NECA / IBEW456 Drug-Free Workforce Program ("Program") will cooperate to accomplish a drug free environment and a safe work place.
- b. The Program will be conducted in keeping with the established testing procedures developed by the Department of Health and Human Services Scientific and Technical Guidelines dated April 11, 1988, and any subsequent amendments thereto. The Laboratory shall be licensed or certified, as the case may be, by the Substance Abuse and Mental Health Services Administration (SAMSHA), the College of American Pathologists and the Department of Defense shall participate in the proficiency testing programs required by each of those respective organizations.
- c. Those who do not respond favorably to these initiatives, will for the

greater good of the industry and its workers, be removed from the workplace of all IBEW Local 456 Signatory Contractors.

2. Definitions

Accident: A negative chain of events that results in an interruption of a normal process; including the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or damage to a vehicle, equipment, material or property. For purposes of this Policy, a Serious Accident is defined as an accident where the initial costs are anticipated by the immediate supervisor at the scene to exceed \$2500.00 (material damage).

Adulterated Specimen: A specimen that contains a substance that is not expected to be present in human urine, or contains a substance or chemical which can only have been added to the specimen after it has been voided (as determined by either its presence or its concentration in the urine) such that it is not consistent with human urine. An adulterated specimen that does not meet the standards for the NECA / IBEW456 Drug-Free Workforce Program and will be rejected.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Alcoholism: A disease in which a person's consumption of any alcoholic beverage definitely and repeatedly interferes with that person's health and or performance.

Alcohol Use: The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol. Using, being under the influence or possession of alcohol while performing your job duties or while on a jobsite or motor vehicle including a company vehicle is prohibited.

Breath Alcohol Content (BAC): Breath alcohol concentration expressed as grams of alcohol per 210 liters of breath.

Chain of Custody: The procedures established by SAMSHA and D.O.T. to track specimen handling and storage from point of collection to final disposition. Stringent chain-of-custody procedures ensure the integrity of each specimen collected.

Clean Card: The document which certifies that the Participant has met all requirements of the NECA / IBEW456 Drug-Free Workforce Program or of an equivalent program of a reciprocating IBEW Local. The Clean-Card is issued upon passing the Initial / First Time drug test and is renewed / updated when the Participant passes the Annual Recertification test or Random test. Clean-Cards are invalidated for any violation of the Drug and Alcohol Policy, including failing to take a timely Annual Recertification or Random test, being verified positive or for refusing to take a required drug or alcohol test. When approved to return to work by

the Employee Assistance Program (EAP), the Participant with an invalidated Clean-Card must pass a return to work test to obtain a new Clean-Card. In the event a Participant fails to meet any of the requirements of the Drug and Alcohol Policy, resulting in their failure to qualify for a Clean- Card or the invalidation of a previously valid Clean-Card, the only means by which the Participant may take a recognized test is if it is authorized by the Employee Assistance Program or such other in-patient or out-patient rehabilitation program approved by the MRO.

Confirmed Positive Test Result: The final result of a specimen, which has been first screen tested to detect the presence of a substance above the established cut-off limit, and then confirmed by a more precise quantitative method based on the Gas Chromatography/Mass Spectrometry (GC/MS) technique, which specifically identifies the substance and the amount.

Contractor Premises: All land property, buildings, structures, installations, boats, planes, cars, trucks, vans, and all other means of conveyance owned by or leased to the contractors or otherwise being utilized for contractor affairs.

Controlled Substance: Any substance that can only be legally obtained by prescription from a licensed medical practitioner.

Cut-Off Limit: The lowest level at which a substance can be detected and reported as positive.

Diluted Specimen: A specimen which contains less than 1.003 specific gravity and a creatinine level below 20 mg/dl. A dilute specimen does not meet the minimum urine concentrations standards for the NECA / IBEW456 Drug-Free Workforce Program and will be rejected.

Designated Contractor Representative (“DCR”): An employee authorized by the contractor to take immediate action(s) to remove employees from safety-sensitive duties or cause employees to be removed from these covered duties and to make required decisions in the testing and evaluation processes. The DCR also receives test results and other communications for the contractor, consistent with the requirements of this part.

Designated Member Representative (“DMR”): An employee of the IBEW Local 456 who shall receive daily information regarding status of testing and status of Clean-Card authorization / renewal from the Third Party Administrator / Medical Review Officer for all Participants who may be referred for employment from the IBEW Local 456, including but not limited to IBEW Local 456 members, and individuals from sister locals working in the jurisdiction through portability.

Drug Class: The type of drugs included in the panel.

Employee: Any employee of an IBEW Signatory Contractor seeking to gain access to the Contractor's construction worksite, a safety-sensitive location, including management and supervisory employees.

Employee Assistance Program ("EAP"): A program that is provided to assist employee through traumatic conditions such as drug and alcohol abuse under the IBEW Local 456 Health and Welfare Plan.

Gas Chromatography/Mass Spectrometry (GC/MS): A sensitive, specific, and accurate analytical procedure used to confirm a positive result of an initial test. GC/MS is absolute quantitative confirmation when you know the drug you are looking for.

Initial Screening Test: A quick immunoassay test which proves or disproves the presence of substances in excess of the established cut-off limit. Positive results of an initial screen are considered presumptive until confirmed by GC/MS.

Legal Drug: Prescribed drugs and over the counter drugs that have been obtained legally and are being used for the purpose for which they were prescribed and/or manufactured. This term also includes alcohol as defined in this policy.

Medical Review Officer: A licensed physician (medical doctor or doctor of osteopathy) who holds an MRO Certification with knowledge of substance abuse disorders. The MRO is responsible for receiving laboratory results generated by an employer's drug testing program. The MRO shall have knowledge of substance abuse disorders and have appropriate medical training to interpret and evaluate a Participant's confirmed positive test result, together with his/her medical history and any other relevant biomedical information.

The MRO acts as an independent and impartial "gatekeeper". He/She is an advocate for the accuracy and integrity of the drug testing process. The MRO's Duties include:

- Providing a quality assurance review of the drug testing process;
- Determining whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, diluted or invalid drug test results from the laboratory;
- Investigating and correcting problems where possible;
- Ensuring the timely flow of test results and other information to employers;
- and
- Protecting the confidentiality of drug testing information.

Negative Test: The final result of a tested specimen in which no substance has been detected or a confirmed positive test that the MRO determines to be

legitimate.

NG/ML: Nanograms per milliliter are the unit of concentration used for quantitative drug test results.

Participant: Any individual seeking to gain access to the construction worksite within the jurisdiction of IBEW Local 456 (including **individuals referred to a construction worksite through the referral provision of the applicable collective bargaining agreement** , individuals working in the local 456 jurisdiction through portability, and IBEW Local 456 members) employed by an IBEW Signatory Contractor who is signatory to a collective bargaining agreement requiring participation in the NECA / IBEW456 Drug-Free Workforce Program as well as all employees of an IBEW Signatory Contractor seeking to gain access to the construction worksite shall be considered a Participant in the NECA/ IBEW456 Drug-Free Workforce Program.

Prohibited Drug: Any drug or substance which is not legally obtainable and whose use, sale, possession, purchase or transfer is restricted or prohibited by law, or is legally obtainable, but has not been legally obtained. The term "Prohibited Drug" means any of the following substances specified in Schedule I or Schedule II of the Controlled Substances Act 21 U.S.C. 801.812 (1981 & 1987 Cum P.P.): marijuana (THC), cocaine (COC), opiates (OPI), amphetamines (AMP), phencyclidine (PCP), benzodiazepines (BZO), barbituates (BAR), methodone (MTD), propoxyphene (PPX), and metaqualone (METHQ). This term includes prescribed drugs not being used for prescribed purposes.

Rejected Specimen: A specimen may be rejected for testing if it does not meet the recognized minimum standards under the NECA / IBEW456 Drug-Free Workforce Program. Ordinarily, a rejected specimen will require the Participant to provide a new specimen.

Split Specimen: In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is transported to a second laboratory in the event that the employee requests that it be tested following a verified positive test of the preliminary specimen or a verified adulterated or substituted test result.

Substance Abuse: The unauthorized use of any drugs (legal or illegal) or alcohol or use in such quantity or frequency as to impair a person's mental or physical capacity.

Substance Abuse Professional: Individual trained to recognize and evaluate substance abuse disorders in Participants testing positive. An individual must have certain credentials, knowledge, and training to act as a SAP.

He/She must be a:

- Licensed physician (Doctor of Medicine or Osteopathy)
- Licensed or certified social worker
- Licensed or certified psychologist;
- Licensed or certified employee assistance professional; or
- Drug or alcohol counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission (NAADAC) or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse (ICRC)

Substituted Specimen: A specimen with creatinine and specific gravity values that are so diminished that they are not consistent with human urine. A substituted specimen is one which has been brought into the collection facility and is not the Participant's void. Such a specimen will be rejected under the NECA / IBEW456 Drug-Free Workforce Program.

Third Party Administrator (TPA): Administers the full drug & alcohol program including but not limited to the management of the service center collection facility, certified lab accounts, MRO functions, maintenance of records, and is responsible for generating the random selection lists. Also, interfaces with the DCR and DMR. Available for audit of program.

Under the Influence: The Participant has alcohol or drugs in his/her system and has tested positive for alcohol and/or drugs. The Participant can also be determined to be "under the influence" when affected by such alcohol and/or drugs in any detectable manner, including, but not limited to impaired performance of the job duties and responsibilities and/or safety concerns.

3. Effective Date

The effective date of this Drug and Alcohol Policy is August 25, 2008. . All Participants must have completed their Initial / First Time Test by September 1, 2008 or may be removed from the worksite / not eligible for referral from the IBEW Local 456.

4. Drug and Alcohol Testing Categories

Participants will be urine tested for drugs in the following five instances:

- a) Initial Time Testing
- b) Annual Recertification Testing
- c) Random Testing
- d) Post-Accident Testing
- e) For Cause Testing

Participants will be tested for alcohol in the following two instances:

- a) Post-Accident Testing
- b) For Cause Testing

5. Drug and Alcohol Testing Protocols

5.1. Cost of Testing:

(a) Initial and Annual Recertification Test: Each Participant eligible for supplemental welfare benefits under the IBEW Local 456 Supplemental Welfare Plan, shall have the cost of their Initial Test needed to obtain a valid Clean -Card paid for by the IBEW Local 456 Supplemental Welfare Plan. Those Participants working in the IBEW Local 456 jurisdiction from sister locals through portability as well as those individuals referred by IBEW Local 456 who are ineligible for benefits under the IBEW Local 456 Supplemental Welfare Plan and those Employees of IBEW Signatory Contractors seeking to gain access to the worksite and subject to the NECA / IBEW 456 Drug-Free Workforce Program shall be individually responsible for the cost of their Initial Test.

Effective January 1, 2009, all Participants on whose behalf contributions will be made to the IBEW Local 456 Supplemental Welfare Plan, shall have the cost of their Initial Test and Annual Recertification Test needed to obtain and retain a valid Clean-Card paid for by the IBEW Local 456 Supplemental Welfare Plan. Those Participants who are Employees of IBEW Signatory Contractors subject to the NECA/IBEW 456 Drug-Free Workforce Program who are not subject to referral or portability and who seek to gain access to the worksite shall have the cost of their Initial and Annual Recertification Test paid for by the Employing Contractor.

(b) Random Tests: All Participants for whom contributions based on at least 500 hours, within the calendar year, have been received by the IBEW Local 456 Supplemental Welfare Fund (including Local 456 members, individuals working through the Local 456 referral system , and those working in jurisdiction through portability) shall have the cost of their Random Test paid for by the IBEW Local 456 Supplemental Welfare Plan. In all other cases, the cost of Random Test for Employees of IBEW Signatory Contractors seeking to gain access to the worksite and subject to the NECA / IBEW 456 Drug-Free Workforce Program shall be the individual responsibility of the Participant.

Effective January 1, 2009, all Participants on whose behalf contributions will be made to the IBEW Local 456 Supplemental Welfare Plan, shall have the cost of their Random Test paid for by the IBEW Local 456 Supplemental Welfare Plan. Those Participants who are Employees of IBEW Signatory Contractors subject to the NECA/IBEW 456 Drug-Free Workforce Program who are not subject to referral or portability and who seek to gain access to the worksite shall have the cost of their Random Test paid for by the Employing Contractor.

(c) For-Cause and Post-Accident Testing: The cost of For-Cause Testing and Post-Accident Testing shall be paid for by the IBEW Signatory Contractor requiring such testing. However, if the results of such test are positive, the Participant shall be held individually responsible for the cost of such testing.

All Participants shall be solely responsible for the cost of any retest required as the result of positive test result, an adulterated specimen, substituted specimen, or rejected specimen unless such retest is part of the Employee Assistance Program's testing in connection with a return to work.

5.2 Certified Lab: The Trustees shall select a Third Party Administrator who uses a Certified Laboratory who shall be responsible for implementing the drug screening tests.

5.3 Screening Cut Off Limits

Drug screening and Gas Chromatography/Mass Spectrometry (GC/MS) confirmation for ten (10) categories of drugs will be required with the following cut-off limits:

Drug Class	Screening Cut-Off Limit (ng/ml)	Confirmation Cut off Limit Ng/m I
Amphetamines	1000*	500*
Barbiturates	300	300
Benzoyllecgonine (Cocaine Metabolite)	300*	150*
Cannabinoids*** (THC)	50*	15*
Methaqualone	300	300
Opiates	2000*	2000*
Phencyclidine	25*	25*
Benzodiazepines	300	300
Methadone	300	300
Oxycodone	300	300
Propoxyphene	300	300
Alcohol, Ethyl	.02%	.039%
Alcohol, Ethyl	.04%	.04% or higher

***Cut off limits meet or exceed those established by the Department of Health and Human Services in their mandatory Guidelines for Federal Workplace Drug Testing Programs.**

The Program considers a .0% to .019% breath alcohol as normal. When an Alcohol test shows a BAC level of at least .02 to .039%, participants shall have the option of staying on the job with pay until they test negative. Participants must test negative (.0% to .019%) to be allowed to work. Any report in excess of .040% shall be considered above the cut off level..

5.4 Specimens

The NECA / IBEW 456 Drug-Free Workforce program meets or exceeds the D.O.T. guidelines and will consider all adulterated, or substituted specimens as a positive drug screen. Before consideration for testing again, the program will require a Participant with an adulterated or substituted specimen to have a chemical dependency evaluation performed with a written report from the EAP, clinic or hospital sent to the Medical Review Officer (MRO). An MRO is a licensed physician who holds an MRO certification with knowledge of substance abuse disorders. In addition, all costs incurred for laboratory examination of the adulterated or substituted sample and the cost of a second test will

be the responsibility of the Participant.

5.5 Clean-Cards

Every participating Employer will be permitted to contact the IBEW Local 456 Third Party Administrator (TPA) or the DMR who can verify Clean-Card status.

Clean-Cards will be issued / renewed based on the results of Initial/ First Time Testing, Annual Recertification Testing, and Random Testing. Clean-Cards will be mailed to qualified Participants to arrive at their address of record. Clean-Cards will be valid for up to one year from date of the negative Initial / First Time Test, the negative Random Test or the negative Annual Recertification, whichever is later. Clean-Cards will clearly designate the Participant's name and the expiration date of the Card.

The NECA / IBEW 456 Drug-Free Workforce program will accept a Participant's valid and unexpired Clean-Card from another IBEW local which meets or exceeds the NECA / IBEW 456 Drug-Free Workforce program standards for drug and alcohol testing.

5.6 Offsite Testing

In order to reduce travel and inconvenience to the participants for offsite testing, the Third Party Administrator (TPA) will prepare a list of approved certified laboratory collection stations in the jurisdiction of each participating Local. Such lists will be distributed to all appropriate parties by the IBEW Local 456 program representative. The test will not be processed unless one of the approved collection sites is used. Initial/ First Time Testing will be conducted at the IBEW Local 456 union hall in addition to such approved collection stations identified by the TPA.

5.7 Confidentiality All drug and alcohol test related information which is maintained in connection with the NECA / IBEW456 Drug-Free Workforce Program is considered confidential and any protected health insurance information shall be protected as required by the Health Insurance Portability and Accountability Act ("HIPAA") and the regulations there under. Those personnel having legitimate access to this information are required to restrict conversations to only those on a minimum need-to-know basis, but must otherwise maintain total confidentiality of test results and Program violations. Willful failure to abide by these requirements, or negligence in maintaining written or oral confidentiality, may result in administrative action up to and including termination of employment or prosecution under federal or state law.

6. Positive Test Results

In the case of "positive" results of any test, the Participant:

- a. Shall have the right immediately (within 72 hrs.) to have the original Split Specimen "B" sample independently retested at their expense, by upfront payment of the cost, by a laboratory of their choice, which meets the qualifications of the program as a Certified Laboratory herein defined.. If the independent retest is "positive," the Participant will be notified by the MRO, and will be required to comply with the recommendations for further evaluation or rehabilitation as directed. If the test is positive, all expenses related to the retesting of the original sample will be the responsibility of the Participant. If the test is negative, the cost of the Split Specimen retest shall be paid from the IBEW Local 456 Supplemental Welfare Plan.
- b. Shall have the right to secure a copy of all data relating to the test procedures and results, providing the costs, if any, of same are paid in advance to the initial testing laboratory by the Participant.
- c. **First occurrence** for confirmed positive test results for illegal drugs, alcohol, or prescription drugs without a valid prescription:
 - The Participant will immediately be removed from the jobsite and suspended from working for IBEW Local 456 Signatory Contractor until such time as:
 - 1) the Participant who is eligible for benefits under the IBEW Local 456 Health and Welfare Plan has received the results of a negative drug screen test in accordance with the Employee Assistance Program (EAP) instructions and has successfully followed the recommendation of the EAP program or,
 - 2) for all other Participants, has received the results of a negative drug screen test and has successfully followed the recommendations of such in-patient or out-patient rehabilitation program recommended and approved by the Medical Review Officer (MRO) and paid for by that Participant.
 - The Participant must sign a "Conditions of Reinstatement" form.
 - The Participant must successfully complete a Return to Duty test performed by the Third Party Administrator with a "fit for duty" designation provided to the DMR or DCR.
- d. **Second occurrence within a twelve (12) month period of the first occurrence** for confirmed positive test results for illegal drugs, alcohol, or prescription drugs without a valid prescription:
 - Will result in the sanctions outlined in section (c) above and the Participant will not be allowed to return to work with an IBEW Local 456 Signatory Contractor for a maximum of 60 days as permitted by the EAP evaluation.

- The Participant must successfully complete a Return to Duty test performed by the Third Party Administrator with a “fit for duty” designation provided to the DMR or DCR.

e. Third or more occurrences within an eighteen (18) month period of the first occurrence for confirmed positive test results for illegal drugs, alcohol, or prescription drugs without a valid prescription:

- Will result in the sanctions outlined in section (c) above and the Participant will not be allowed to return to work with an IBEW Local 456 Signatory Contractor for a minimum of 90 days.
- The Participant must successfully complete a Return to Duty test performed by the Third Party Administrator with a “fit for duty” designation provided to the DMR or DCR.

f. All Screening and analysis will be performed by a SAMSHA Certified Independent Testing Laboratory through the Third Party Administrator (TPA) selected by the NECA / IBEW 456 Drug-Free Workforce Program. The certified lab shall report all test results to the Medical Review Officer (MRO) to perform the duties as stated below.

g. Return to Duty testing: Once cleared by the EAP program or such in-patient or out-patient rehabilitation program recommended and approved by the Medical Review Officer (MRO), the Participant must successfully complete a Return to Duty test performed by the Third Party Administrator and receive a “fit for duty” designation provided to the DMR or DCR.

7. Medical Review Officer (MRO)

The Medical Review Officer shall be responsible for the following:

- a. Notify the tested Participant of a positive result.
- b. Review and verify a confirmed positive test result.
- c. Provide the tested Participant with an opportunity to discuss the reasons why their test result might be positive.
- d. Review the Participant’s medical record as provided by or at the arrangement of the tested Participant as appropriate. Verify the laboratory result.
- e. Notify the Designated Member Representative (“DMR”) or the IBEW Local

456 Signatory Contractor or the Designated Contractor Representative ("DCR") of the Participant's fitness for duty as being either "fit for duty" or "unfit for duty".

- f. Process a request for retest of original sample.
- g. Participate in "return to duty" decisions as required.
- h. Refer individuals testing positive to the appropriate EAP/SAP or such other in-patient or out-patient rehabilitation program recommended by the MRO for evaluation. The cost of the evaluation or services shall be the responsibility of the Participant, reduced to the extent that the Participant is eligible for benefits under the IBEW Local 456 Health and Welfare Plan.

8. Procedures for drug screening are as follows:

- a. The Third Party Administrator (TPA) will provide the Participant the proper chain of custody form for screening at an approved collection facility either on-site or off-site.
- b. A qualified health professional at the collection facility on-site or off-site will require all Participants to have picture identification and a completed chain of custody form.
- c. The qualified health professional at the collection facility will furnish the Participant a receipt showing the drug screen test has been performed and is being processed.
- d. The IBEW Local 456 program representative will consider a Participant's refusal to provide a specimen the same as a positive drug and/or alcohol screen.
- e. Only specimens which are directly authorized in conjunction with the NECA / IBEW 456 Drug-Free Workforce Program will generally be recognized in accordance with this Drug and Alcohol Policy. In the event a Participant appears at a collection facility for an unauthorized test, the test results will be forwarded to the Medical Review Officer however the result will only be recognized as a valid test under this Program if it is positive. Further, the Participant will be held solely responsible for the full amount of the cost of the unauthorized test.

9. Initial Testing / First Time Testing

Any new entrants into the NECA / IBEW Drug-Free Workforce Program (i.e. individuals newly referred through the Local 456 referral system , Participants from a sister local working in the Local 456 jurisdiction through portability, newly eligible Participants, and Participants who verify that their last employer was not signatory to a collective bargaining agreement requiring participation in the NECA / IBEW 456 Drug-Free Workforce Program) must be tested and qualify for a valid Clean-Card or possess a valid clean card from a reciprocating IBEW Local prior to being dispatched from IBEW Local 456.

When a Participant returns to work in the jurisdiction of IBEW Local 456, under a collective bargaining agreement requiring NECA / IBEW 456 Drug-Free Workforce Program testing, if their last Clean-Card was invalidated due to a violation of the Drug and Alcohol Policy it will be necessary for that Employee to receive approval from the Employee Assistance Program (EAP) or such other in-patient or out-patient rehabilitation facility recommended by the Medical Review Officer (MRO) and then take a Return to Work test through the Third Party Administrator to renew their Clean-Card to be able to return to work.

In the event where the MRO receives an unauthorized test result on behalf of a Participant, the Participant will be advised by the MRO that the test result will not be recognized, unless it was positive, and that he/she must contact EAP or such other in-patient or out-patient rehabilitation facility recommended by the MRO to take an authorized test in order to be permitted to return to work.

10. Annual Recertification Testing

All Participants are required to be urine tested within one year from the date of the later of their negative Initial/ First Time test, their negative Random test, or their negative Annual Recertification test. . As a courtesy, each Participant shall receive a reminder notice by regular mail within a month of their renewal date, along with a list of each of the approved collection sites, which will include addresses, telephone numbers, clinic hours of operation, and directions to each location. However, it is ultimately the responsibility of each Participant to take their test on a timely basis. Failure to receive a reminder notice will not be an acceptable excuse for a

Participant's failure to take his/her test on a timely basis.

If a Participant fails to provide a testable sample by the one year renewal date, the Participant's Clean-Card will be invalidated and the Designated Member Representative ("DMR") at IBEW Local 456 or the IBEW Signatory Contractor Designated Contractor Representative ("DCR") will be notified that the Participant no longer has a valid Clean-Card. In the instance where a Participant's Clean-Card is invalidated due to their failure to provide a testable sample by the annual renewal date, the Participant must contact the Employee Assistance Program or such other in-patient or out-patient rehabilitation program recommended by the MRO in order to be authorized to take a retest. Any unauthorized tests will not be recognized, unless the result is positive. Further, the Participant will be solely responsible for the cost of each unauthorized test.

11. Random Drug Screening

- a. Each month Participants who are subject to the NECA / IBEW 456 Drug-Free Workforce Program will be selected by the TPA's computer generated program for urine drug testing from a pool of eligible Participants. The pool will be updated each month. Each person in the pool must have an equal chance of selection during each random draw. Participants will receive a letter by regular mail from the TPA advising the Participant that they have been selected for Random Testing, the date by which testing must be completed (generally within 24-48 hours of receipt) and a list of specimen collection sites. Participants who are ill, on vacation, or otherwise unable to complete the Random Test within the time prescribed will be advised to contact the TPA immediately for verification and rescheduling or shall be in noncompliance. The DMR will be notified for any of their Local 456 members, individuals working through the Local 456 referral system, those working in jurisdiction through portability that have been selected for such testing. The IBEW Signatory Contractor will be notified for any of their Employees who have been selected for such testing. Each IBEW Signatory Contractor will also be required to submit a list to the TPA of their Employees for the computer-generated random selection process by the Third Party Administrator. The list must include the following; full name, identification number, craft, local, address, and telephone number and cell phone number.
- b. Within a twelve (12) month period, 4 participants per week shall be randomly selected for testing. It is possible for any Participant to be random tested not at all, once, or more than one time each year under the random selection

procedure. Each time a Participant receives the results of a negative Random Test, the renewal date of their Annual Recertification Test will be pushed back to be one-year from the date of the negative Random Test. The Participant must surrender the current clean card at time of random test and the copy of the chain of custody form from the random test will be proof of the Participant's test until a new clean card is issued. The employer or owners can verify that a test was negative by calling IBEW Local 456 Third Party Administrator (TPA). Positive donors must comply with the Policy and Procedures of the NECA / IBEW Local 456 Drug-Free Workforce Program before being allowed to retest.

- c. The IBEW Local 456 representative will consider a Participant's refusal to participate in a random drug screen the same as a positive drug screen. The Participant will be required to have a chemical dependency evaluation performed with a written report from the EAP or professional counselor to the MRO. In addition, all expenses incurred will be the Participant's sole responsibility.

If a Participant fails to provide a sample in accordance with the TPA's notification, the Participant's existing Clean-Card will be invalidated and the DMR and DCR, as applicable, will be notified that the Participant no longer has a valid Clean-Card.

12. Post-Accident or For Cause Alcohol Screening

- a. Alcohol screening will be conducted in keeping with D.O.T. regulations Part II, 2120 through 2127, dated February 15, 1994. The NECA / IBEW 456 Drug-Free Workforce program only recognizes Breath Alcohol Testing (BAT), with BAT Confirmation as a positive result for alcohol. A positive alcohol test is one with a level of .040 or greater.
- b. The Program considers a .0% to .019% breath alcohol level as normal. If an Alcohol test shows a BAC level of at least .02% to .039%, the Participant shall have the option of staying on the job with pay until they test negative. A Participant must test negative (.0% to .019%) to be allowed to work. The NECA / IBEW 456 Drug-Free Workforce program will consider Participant's refusal to participate in an alcohol screen the same as a positive alcohol screen equal to .040% or higher. The Participant will be required to have an alcohol dependency evaluation performed with a written report from the EAP or professional counselor to the MRO. Only an employer representative trained in detecting possible drug or alcohol use symptoms shall make the decision to contact the Designated Contractor Representative (DCR) who can authorize the test. A participant shall have the right to the presence of a Local 456 shop steward for purposes of observation and monitoring of the test. Local 456 shall be provided with the written report documenting the basis

for testing, upon request. If testing proves negative, the Participant will be compensated for any lost wages by his employer.

13. Post Accident/Incident Testing

- a. As soon as possible, but no later than 2-8 hours after an accident occurs during employment hours, any Participant whose performance either contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident shall be drug or alcohol tested. The decision to test or not to test shall be at the sole discretion of the employer based upon the base information available immediately after the accident. The supervisor, in conjunction with any other investigative personnel, shall fully document the basis upon which a decision to test or not to test is made. In the case of an accident involving a fatality or involving the issuance of a citation to a Participant, the involved Participant shall automatically be tested. All Participants shall immediately report all accidents or citations issued during the Participant's course of his/her shift regardless of the type or ownership of vehicle involved in the accident or the citation. If the urine testing proves negative, the Participant will be compensated for any lost wages by his employer
- b. The NECA / IBEW 456 Drug-Free Workforce Program representatives will consider a Participant's refusal to participate in a post accident/incident testing the same as a positive test result. The Participant will be required to have a chemical dependency evaluation performed with a written report from the professional counselor to the MRO.

14. For Cause Testing

A Participant shall be subject to drug or alcohol testing, for cause, for any of the following reasons:

- a. Whenever there is reasonable cause to believe that Participant is using a prohibited drug or alcohol, such Participant shall be drug or alcohol tested. The decision to so test will be based on a reasonable belief that the Participant is using prohibited drugs or alcohol on the basis of the specific, contemporaneous, physical, behavioral, or performance indicators of probable drug or alcohol use. Only an employer representative trained in detecting possible drug or alcohol use symptoms shall make the decision to contact the Designated Contractor Representative (DCR) who can authorize the test.
- b. Based on observed and documented (by the Participant's supervisor and one witness) behavior which is unusual to the circumstances, or the individual's normal behavior, which indicates or could indicate impairment or drug abuse. Local 456 shall be provided with the written report documenting the basis for testing, upon request.

- c. Oral Fluids screening can be used for reasonable cause and post accident as long as you follow up with a urine test within 0-8 hours and follow the D.O.T. regulatory requirements of specimen collection. The Participant will not be allowed to return to work until the results are obtained. If the urine testing proves negative, the Participant will be compensated for any lost wages by his employer.

15. Donor's Responsibilities/Conduct

- a. If a Participant relocates, or has a phone number change, it is his/her responsibility to notify the Union, so that all notifications will be received by the Participant in a timely manner.
- b. If the temperature of the Participant's specimen does not meet the guidelines (90-100 degrees), the Participant will be given the opportunity to have his/her temperature taken. If the difference between the specimen and the Participant is LESS than 1.8 degrees, the collector will note on the chain of custody and complete the collection. If the Participant refused to have his/her temperature taken, this will be noted on the chain of custody and the collection process will be completed. If the temperature difference is GREATER than 1.8 degrees, the Participant will be given the opportunity to submit a second specimen. The Participant will be allowed three (3) hours to provide the second specimen, but NOT be allowed to leave the collection facility.
- c. The NECA / IBEW 456 Drug-Free Workforce Program representative will consider a Participant's refusal to provide a specimen, the same as a positive drug screen. The Participant will be required to have a chemical dependency evaluation performed with a written report from the EAP or professional counselor to the MRO. In addition, all expenses incurred will be the Participant's responsibility.

16. Responsibility of the IBEW Drug and Alcohol Screening Program

The NECA / IBEW 456 Drug-Free Workforce Program is strictly a service to the construction industry it serves. The only rules that are enforced by the Policy and Procedures of the NECA / IBEW 456 Drug-Free Workforce Program are those rules necessary for the administration of the Program.

17. Contractor Responsibilities

Participating Signatory Contractor's Responsibilities in the NECA / IBEW 456 Drug-Free Workforce Program:

In keeping with the Federal /D.O.T. laws, must have a written company policy and procedure guide. The policy and procedure guide should follow the NECA / IBEW 456 Drug-Free Workforce Program guidelines as stated in the policy and procedure manual.

18. Revisions or Amendments

The Policy and Procedures of the NECA / IBEW 456 Drug-Free Workforce Program is a living document.

The Trustees of the IBEW Local 456 Supplemental Welfare Plan designated by NNJNECA and IBEW Local 456 shall meet periodically to review the program and shall have the authority to make changes in the program to improve and keep it up to date with regulations and current practices. In the event that NNJNECA negotiates less stringent provisions in a Drug Free Workforce Program with another IBEW Local, Local 456 shall have the option to modify the NECA / IBEW 456 Drug-Free Workforce Program accordingly.

IBEW Local 400 Drug Testing Policy

Mandatory Drug & Alcohol Screening with a random testing component was negotiated in the Local 400 Agreement in 2019. A copy of the executed IBEW Local 400 and Northern New Jersey Chapter, NECA, Inc. Drug and Alcohol Procedures Policy will be available soon. Please contact the Chapter Office with any questions.



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