

INSIDE AGREEMENT

between

I.B.E.W. LOCAL #176

and

EASTERN ILLINOIS CHAPTER, NECA

June 1, 2011

INSIDE AGREEMENT

Agreement by and between the Eastern IL Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 176, 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 Eastern IL Chapter of NECA and the term "Union" shall mean Local Union No. 176, 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 sympathetic interest in the electrical industry. Therefore, harmonious relations and a working system are necessary to improve the relationship between the Employer, the Union and the public. Progress in the 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 mutual promises and Agreements herein contained, the parties hereto agree as follows:

ARTICLE I -- CIR

Effective date -- Changes -- Grievances -- Disputes

Section 1.01 This Agreement shall take effect June 1, **2011**, and shall remain in effect until May 31, **2012**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1st through May 31st 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 I.B.E.W. 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 as 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.

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.

ARTICLE II
DEFINITION OF EMPLOYER
RECOGNITION OF UNION

Section 2.01 The term "Employer" as used herein shall mean a person, firm or corporation having certain qualifications, knowledge, experience and financial responsibility required of everyone desiring to be an employer in the Electrical Industry, that recognizes the provisions of this Agreement and agrees to fulfill the following requirements:

(a) A contractor, officer or person to whom a contracting license is issued shall be allowed to work with the tools provided that one (1) journeyman has been referred to his shop. After five (5) employees are referred to the shop, such contractor shall not work with the tools.

(b) The parties to this agreement have agreed to administer and fund a self-bonding program which can be used by employers as defined in this agreement to comply with the bonding requirements set for in Section 2.05(b) below. This bonding program will be funded out of contributions to the Labor Management Cooperative Committee and premiums as determined by the same. The decision of how much of the employer's LMCC contribution will be set aside for this purpose will be determined by the LMCC.

(c) Each employer shall furnish a surety bond to secure payment of wages and fringe benefits set forth in the collective bargaining agreement between the parties. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the employer and the Local Union. The bond shall be adjusted each ninety (90) days (3 months) during the calendar year, if necessary, to meet the scheduled requirements as follows:

(1) \$10,000 for each employee

(2) In the event an employer is delinquent in payments required of this agreement, the parties will require such employer to furnish bond in the amount of two (2) weeks' wages and two (2) months benefits for each employee.

(d) Maintain a permanent place of business with a business telephone.

(e) Maintain an adequate financial status to meet all financial obligations of

Employer under this Agreement.

(f) Maintain coverage for all employees under Workman's Compensation Insurance with a company authorized to do business in the State of Illinois.

(g) Make contributions to the Illinois Unemployment Compensation Commission for all employees.

(h) Maintain coverage for all employees under Social Security and other protective insurance as may be required by Federal or State Law.

(i) Furnish competent and adequate supervision of the work to be performed. Furnish proper tools and equipment for all work performed.

(j) Maintain all tools, equipment and vehicles owned or leased by the firm (Firm's name shall be on all vehicles and a two-inch lettering minimum shall be required to identify all vehicles), and to be used by or for employees, in a manner as will insure the safety of the employees. The employer shall insure company vehicles used by employees at all times. All jobs shall be equipped with proper First Aid Kits or qualified medical care on the job site.

(k) Furnish to the parties each week a copy of the firm's payroll paid to employees covered by this Agreement. This report shall be on forms furnished by the parties and shall show the name of each employee, his classification, hourly wage rate, straight time and overtime hours, and gross wages. Upon request, the contractor will be required to verify this information with his quarterly Tax Return (Form 941). Violation of this Section shall result in 72 hours' notification of termination of this Agreement.

(l) Immediately complies with any decision which may result from the proper application of the dispute procedure provided for in Article I of this Agreement.

(m) Furnish First Aid and visits to Doctor and/or Hospital without loss of time. Employees injured on the job and working shall be allowed to visit the Doctor as required on Company time, without loss of time.

(n) Maintain employees' heated quarters for change house and eating purposes; quarters will be heated to 68 degrees Fahrenheit or above during winter months. Ice water will be furnished.

(o) During winter months, the employer agrees to have sanitary facilities with strip heaters or blower heaters.

(p) Upon given proof of damage to eyeglasses due to welding on the job, the employer shall reimburse the employee upon receipt of replacement cost.

(q) Furnish protective welding clothes and equipment.

(r) An Employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the employer, and who enjoys special privileges or status and/or who exercises control over the company may be deemed to be an 'owner in fact' of the company.

On behalf of any such 'owner in fact', the employer shall pay contributions to the Fringe Benefit Funds, pursuant to the Section 3.17 (a) & (b) of this agreement, on the basis of the gross wages of a Journeyman Wireman for the hours actually worked by such individual; but at a minimum, contributions to the Health & Welfare Fund, pursuant to Section 3.12, shall be made as though such individuals worked not less than forty (40) hours per week for fifty (50) weeks per year.

Any determination as to an individual's status as 'owner-in-fact' shall be made by the Labor/Management Committee based on consideration of the individual's 'special status' and/or the extent and nature of his control over the company and shall be conclusive upon the parties. Should the committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.08 of this Agreement.

Section 2.02 The Employers agree to recognize the Union as the exclusive bargaining representative for all employees in the different employee and work classifications set forth in Section 6.04 of this Agreement for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment.

Section 2.03 The Employers recognize that the work covered by this Agreement and to be performed by the employees in the bargaining unit provided for in Section 2.02 hereof, shall include the following:

(a) The Employer recognizes the I.B.E.W. as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring 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, and such other work as by custom has been performed by members of the I.B.E.W. when determined to be within the Inside branch in accordance with Section (d) below.

(b) All electrical work as defined in Section (a) 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.

(c) 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 materials 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.

(d) 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

I.B.E.W. by the International President and, therefore, agrees to recognize and be bound by such determinations.

(e) All cutting, drilling and channeling of masonry, wood, concrete or metal necessary to completing electrical work, including the bending, drilling and shaping of all copper, angle iron, hangers and brackets.

(f) The performance of all bakeout of all electrical equipment, motors and the filtering of all insulating or transil oil.

(g) Connecting and maintenance of terrazzo floor surfacing machines and wood floor surfacing machines. Proper ground connections must be attached to all such surfacing machines.

ANNULMENT/SUBCONTRACTING

Section 2.04 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.

Section 2.05 All Employees in the bargaining unit who are members of the Union on the effective date of this Agreement or on the date of its execution, whichever is the later, must, as a condition of employment, maintain their membership in the Union for the life of this Agreement.

Any employee who is not a member of the Union as above provided and any employee who is hired on or after the effective date of this Agreement or the date of its execution, may, if the Union so determines, be required to join the Union on or after thirty-one (31) days following the effective date of this Agreement or the date of its execution or following the date of his employment, whichever is the later, such employees who become members of the Union must, as a condition of their employment, maintain their membership in the

Union for the life of this Agreement.

ARTICLE III
RIGHTS AND RESPONSIBILITIES
OF THE PARTIES

Section 3.01 No member of the I.B.E.W., while he remains a member of the I.B.E.W. and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

Section 3.02 (a) 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.

(b) 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 3.03 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. However, no removal shall take place until notice is first given to the Employer involved.

When such removal takes place, the Union or its representatives shall direct the members on such job to carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner or return them to the shop of the Employer if so directed by him. 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 this by the Employer.

Section 3.04 Representatives of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement.

Section 3.05 The Business Manager of the Union shall have the right to appoint a journeyman member of the Union as a Steward at any shop and on all jobs where employees are employed under the terms of this Agreement. Such stewards shall see that the terms and provisions of this Agreement are being observed at all times. They shall be allowed sufficient time by the Employer to attend to their duties as such and under no

circumstances shall they be discriminated against for the faithful performance of their duties as Steward. The Business Manager shall be notified before the dismissal of any Steward.

Section 3.06 Employees shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.

A journeyman employee shall, on his own time and during regular working hours, on demand of the Employer made to him within ten (10) days from the date the work was performed, be required to make corrections on improper workmanship for which he is responsible, unless such workmanship was performed on orders of his immediate supervisor. The Employer shall notify the Union of employees who fail to adjust improper workmanship and the Union assumes no responsibility for enforcement of this provision insofar as its members are involved.

Section 3.07 No employees covered in the bargaining unit covered by this Agreement shall leave any job uncompleted to which he has been assigned by the Employer without first notifying the Employer or his designated representative.

Any employee who leaves work, for which he is responsible in such conditions as to jeopardize the life, limb or property of other employees, or the general public, or the Employer, shall be subject to disciplinary action by the Employer, which may include discharge.

Severance Slips: An employer has the right to discharge an employee for the following reasons: (1) Absenteeism, (2) Reporting late regularly, (3) Inefficiency, (4) Insubordination, (5) Dishonesty, (6) Intoxication, (7) other. An explanation of the reasons for such discharge shall be noted on the severance slip furnished to said employee. Said severance slips shall be furnished by the Local Union and signed by the foreman or immediate supervisor and initialed by the Steward and employer, or employer's representative where practical. Copies of said slips shall be furnished to Local Union 176, I.B.E.W. and Eastern Illinois Chapter, NECA.

Section 3.08 In order to effectuate the provisions of Section 3.06 thereof, the Employers will purchase all materials which meet the requirements of local inspection bureaus and/or bear the stamp of approval of the National Electrical Code for installation on all jobs by the employees employed under the terms of this Agreement.

Section 3.09 It is hereby understood and agreed that it is the policy of the members of the Union to promote, by all legal means, use of material and equipment manufactured, processed or repaired under economically sound wage, hours and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 3.10 On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 3.11 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.

Section 3.12 The parties mutually agree to the establishment of the NECA-IBEW Local #176 Health & Welfare Fund pursuant to the terms and Agreement and Declaration of Trust in accordance with the provisions of the Taft-Hartley Act. Each employer shall contribute the sum of **eleven dollars and .77 cents (11.77)** per hour to such welfare fund, for each hour worked (of which \$1.60 is allotted to the MSA in all zones) effective June 1, **2011**. Increase to Health and Welfare benefit on 8/1/2011 to come from reduction of wages in the amount of \$.70 cents. Payment shall be made in accord with the provisions of Section 3.17 and in the manner so prescribed. Such payments shall commence for the first payroll period after June 1, **2011**, and shall be made monthly thereafter on forms provided; such contributions by participating employers to the Trust Fund shall be on or before the fifteenth (15th) day of the month following the month for which they are due, listing all employees alphabetically, with correct Social Security numbers, to the office of said NECA-IBEW Local #176 Health & Welfare Fund. Individual employers who fail to remit regularly 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 the NECA-IBEW Local #176 Health & Welfare Fund.

Section 3.13 Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of June 1, 1972, establishing the NECA-IBEW Pension Trust Fund (Decatur) and by any amendments to said Trust Agreement.

Employer irrevocably designates as his representative among the trustees of said fund, such trustees as are named in said Agreement and Declaration of Trust as employer trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as the document may be amended from time to time.

Employers working in all Zones shall pay monthly into the NECA-IBEW Pension Trust Fund (Decatur) four dollars and fourteen cents (\$4.14) per hour for each hour worked in the preceding month, by all employees covered by said Agreement starting June 1, **2011**. Said payments shall be made on the dates, in the manner and form and in accordance with the rules and regulations, as adopted by the Trustees of said fund. Payment shall be made in accord with provisions of Section 3.17.

Individual employers who fail to remit regularly 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 NECA-IBEW Pension Trust Fund (Decatur).

Section 3.14 Savings Plan. All employers signatory to this Agreement shall deduct the amount of \$1.50 per hour from each Journeyman for the purpose of a savings plan and shall pay this amount monthly to the I.B.E.W. Local 176 Savings Fund for the purpose of providing a savings plan pursuant to the terms and conditions of the Agreement and Declaration of Trust establishing the I.B.E.W. Local 176 Savings Fund. These payments shall be reported monthly in accordance with Section 3.17. Savings deductions for Apprentices shall be as follows:

DEDUCTIONS FOR APPRENTICES

1 st period (up to 1000 hrs.)	45%-jrnymn.	\$.68
2 nd period (after 1000 hrs.)	50%-jrnymn.	\$.75
3rd period (after 2000 hrs.)	55%-jrnymn.	\$.83
4th period (after 3500 hrs.)	65%-jrnymn.	\$.98
5th period (after 5000 hrs.)	80%-jrnymn.	\$1.20
6th period (after 6500 hrs.)	90%-jrnymn.	\$1.35

Section 3.15 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 I.B.E.W. 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.

Section 3.16 The parties mutually agree to the establishment of the NECA-IBEW Local #176 Pension Trust Fund pursuant to the terms and Agreement and Declaration of Trust in accordance with the provisions of the Taft-Hartley Act. Each Employer shall contribute the sum of eight dollars and .90 cents (**\$8.90**) per hour to such pension fund, for each hour worked starting June 1, **2011**. Effective on August 1st, 2011, \$.30 cents from wages is allocated to be put into 176 Pension Trust Fund. Payment shall be made in accord with the provisions of Section 3.17 and in the manner so prescribed. Such payments shall commence for the first payroll period after June 1, **2011**, and shall be made monthly thereafter on forms provided; such contributions by participating employers to the Trust Fund shall be on or before the fifteenth (15th) day of the month following the month for which they are due, listing all employees alphabetically with correct Social Security numbers, to the office of said NECA-IBEW Local #176 Pension Trust Fund. Individual Employers who fail to remit regularly 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 the NECA-IBEW Local #176 Pension Trust Fund.

Section 3.17 (a) The parties agree that all contributions and/or deductions referred to in

this Article shall be reported on Form MPR-144 provided by NEBF Board No. 134, in the manner described by the Board. It is further agreed that the "NECA-IBEW Joint Distribution Account" shall receive and disburse all contributions and/or deductions.

(b) All contributions or deductions provided in this Agreement are due no later than the fifteenth (15th) day of the succeeding month. Any payments received after the fifteenth (15th) day of the succeeding month shall be subject to an immediate penalty of \$100.00, plus 5% of the total monies due. (All payments must be postmarked by the 14th.) Payments received after the twenty-fifth (25th) day of the month, shall be subject to an additional penalty of \$200.00 plus an additional 5% of the total monies due. Employers failing to remit by the last day of the month shall be considered to have breached this Agreement and shall be subject to an audit to be conducted at their expense. If such audit determines that prior contributions or deductions have not been in accordance with the terms of this Agreement, the Employer shall remit such amounts immediately, in addition to the penalties described above. Upon failure to remit monies due within fifteen (15) days after such audit findings, the Employer shall additionally reimburse the Trustees of the various Funds and/or parties to this Agreement for all costs incurred, including, but not limited to, legal, audit and court fees connected with the enforced collection of the monies due. Any monies collected from penalties imposed under this Section shall be equally distributed among the Funds provided for by this Agreement through the Distribution Account.

Section 3.18 On shift work, eight (8) hours benefits will be paid for a seven and one-half (7 1/2) or seven (7) hour shift, when worked.

Section 3.19 The employer agrees to deduct and transmit to the I.B.E.W. Local #176 Political Action Fund five cents (\$.05) per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose. These transmittals shall occur on or before the fifteenth (15th) day of the month following the month for which they are due and shall be accompanied by a list of the names and Social Security numbers of those employees for whom such deductions have been made, and the amount deducted for each such employee.

Section 3.20 ADMINISTRATIVE MAINTENANCE FUND (AMF)

Each employer signatory to a Letter of Assent binding it to this Agreement shall contribute to NECA an amount equal to 5/10ths of 1% of its respective gross monthly labor payroll for NECA's administration of the **ADMINISTRATIVE MAINTENANCE FUND** (referred to as "**AMF**").

AMF shall provide services to Management and Management personnel of all signatory employers in the following manner:

To operate such programs as NECA deems necessary to carry out the purposes of enhancing management's role in labor/management cooperation, including as NECA deems appropriate and to the extent NECA deems necessary, the improvement of

communications between workers and employers in the construction industry, identify and expand work opportunities for employers in the industry, promote efficiency in operations and economic competitiveness, provide a forum for discussion of matters common to employers in the industry, provide information concerning all laws governing construction contracts including local, state and federal laws governing wages, hours and working conditions on public works construction, sponsor seminars, conferences and meetings to expand the reach of **AMF**, promote the economic and community development of the electrical industry, public relations, respond to inquires and communications of all employers pertaining to this Agreement, as well as act as a liaison between NECA and a Plan Administrator to provide data on a regular basis to employers involving collective bargaining requirements as to sums due per hour in compliance with the contract.

It shall be the goal of **AMF** to improve, enhance and assist all signatory employers working within the Eastern Illinois Chapter of NECA in their understanding of, and in the interpretation and implementation of, the terms of this Agreement and the purposes outlined above.

The 5/10ths of 1% (.5%) may be adjusted by the parties in future negotiations based upon actual operating expense as certified by an independent certified public accountant selected by NECA.

The **AMF** will be administered solely by the employers. It may not be used in any manner detrimental to the Local Union or the IBEW. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the employers, not the Local Union.

Section 3.21 LABOR-MANAGEMENT COOPERATION COMMITTEE - (LMCC)

(a) The parties agree to participate in a Labor-Management Cooperation Fund under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC S175(a) and S302(c)9 of the Labor Management Relations Act, 29USC S186(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 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 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;
9. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

(b) 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.

(c) Each employer shall contribute the sum of twenty eight cents (\$.28) per hour. 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 Eastern IL Chapter, NECA, or its designee, shall be the collection agent for this fund.

(d) If an Employer fails to make the required contribution 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 (\$20.00), 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 payment. 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 3.22 - S.U.B. Establishment of Supplemental Unemployment Benefit Trust effective 1/1/94. Effective 6/1/11 two dollars and .75 cents (**\$2.75**) per hour shall be contributed by each contractor for each payroll hour.

Section 3.23 - Grievance Time Limit - Grievance referred to in Section 1.06, must be filed (reduced to writing) within thirty (30) days of the alleged occurrence. This provision may be

waived by mutual consent of the parties when there are extenuating circumstances.

ARTICLE IV
NLMCC

Section 4.01 - 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 3.02 (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 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 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 4.02 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 4.03 Each employer shall contribute one cent (\$.01) 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. The Eastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 4.04 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 (\$20.00), 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 attorney's fees.

ARTICLE V NEBF

Section 5.01 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 Contractor's 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 his Labor Agreement.

ARTICLE VI

HOURS - WAGE PAYMENT
WORKING CONDITIONS

Section 6.01 (a) Eight (8) hours work between 8:00 o'clock a.m. and 4:30 o'clock p.m. with thirty (30) minutes intermission for lunch time between 12:00 o'clock and 12:30 o'clock p.m., designated as lunchtime shall constitute a regular work day. If work is called to be performed at lunch time, this time shall be overtime wage rate and sufficient time off for lunch on Employer's time will be provided. Five (5) consecutive work days, Monday through Friday, shall constitute a regular work week except when a designated holiday intervenes, the work week shall consist of four (4) days. Hourly wage rates for the foregoing shall be those set forth in Section 6.04.

(b) Meal period during unscheduled overtime: When employees are required to work overtime and the job would normally require two and one-half hours or longer beyond 4:30 o'clock p.m., they will be given a thirty (30) minute lunch period with pay between the hours of 6:00 o'clock p.m. and 6:30 o'clock p.m. Likewise should the job require five (5) hours or more after the first lunch period, they will be given an additional thirty (30) minute lunch period with pay between the hours of 10:30 o'clock p.m. and 11:00 o'clock p.m. The Employer will furnish coffee and sandwiches at his time and expense on unscheduled overtime. Employees who work through their lunch period shall be paid an additional one-half hour of work at the applicable rate, plus a ten dollar (\$10.00) meal allowance.

(c) The employer, at his discretion, may vary the starting time on any job from 7:00 a.m. to 8:00 a.m. with the standard meal period to be 12:00 to 12:30 p.m. He must use one-half hour increments with the understanding that all employees start at the same time. Regular hours for other shifts, if any, shall vary accordingly. Once a shift has been changed, it cannot be changed for thirty (30) days without mutual consent. By mutual consent between the Union and the employer, the starting time may be varied by two (2) hours.

Section 6.02 The following rules shall govern for all time worked outside of the regular work day and regular work week provided for in Section 6.01 hereof:

(a) All work performed outside the regular hours Monday through Friday, and all work on Saturday shall be paid at one and one-half (1-1/2) times the normal wage rate. All time worked on Sunday and Holidays shall be paid at double time.

(b) All work performed on Sundays and the following designated holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day or days celebrated as such, shall be paid for at double the wage rates shown in Section 6.04 hereof. If a holiday falls on a Saturday it will be celebrated on Friday if so designated and all other crafts have a scheduled holiday; in any event, Christmas Day and New Year's Day will be celebrated on Friday if they fall on Saturday, whether or not such day has been designated. If a holiday falls on Sunday, it shall be celebrated on Monday. Any employee who takes off Veteran's Day will not be discriminated against for taking the day off work.

(c) Overtime work shall be divided equally and as impartially as is possible among the employees on any given job. The Union shall be notified of all overtime work; any overtime worked without such prior notification shall be considered a violation of this Agreement and subject to 72 hours notice of termination.

(d) In no case shall employees not assigned to a job during regular working hours be placed on such job during overtime hours, unless all employees so assigned have first been given preference for such overtime work.

(e) Minimum call out time to be two (2) hours at the applicable rate of pay.

(f) Wage rate to be paid to all employees for all storms, disaster work and all work of an emergency or continuous nature, such as immediate repairs of electrical breakdown, etc. endangering life, limb or property shall be as follows:

When Employees are ordered to report during a regular work day, during regular work hours they shall be paid regular wages for the time remaining of the regular work day. When employees work past the regular hours (i.e.) 4:30 p.m., they shall receive the overtime wage rate for all work thereafter. If employees work through into the next regular work day, they shall continue at the overtime wage rate. When employees start work between the hours of 4:30 p.m. and 8:00 a.m., during the regular work week or on any Saturday, Sunday or holiday or days celebrated as such, they shall start at the overtime wage rate and continue at the overtime wage rate thereafter. A six (6) hour rest period shall not be deemed cause for any change in wage rates. All wage rates shall be based on rates established in Article VI, Section 6.04. Employer to pay for all lodging and expense.

(g) In the event ten percent (10%) of the Journeyman Wireman normally employed under the terms of this Agreement are out of work, a thirty-two (32) hour work week may be put into effect as determined by the Joint Committee.

(h) 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:

1. 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.

2. 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.

3. 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.

4. A lunch period of thirty (30) minutes shall be allowed on each shift.
5. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.
6. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.
7. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 6.03 (a) No work shall be performed on Labor Day except in case of emergency.

Section 6.04 WAGES Classification of employees in the bargaining unit covered by this Agreement and schedule of minimum rates applicable thereto shall be:

	<u>EFFECTIVE 6/1/11 to 5/31/12</u>		
	<u>ZONE I</u> (Will &	<u>ZONE II</u> (Kankakee LaSalle)	<u>Zone III</u> All Grundy) Others
Journeyman Wireman	\$39.50	\$39.10	\$37.95
Foreman – 9% above journeyman	\$43.06	\$42.62	\$41.37
General Foreman – 16% above journeyman	\$45.82	\$45.36	\$44.02
Area Gen. Foreman – 21% above journeyman	\$47.80	\$47.31	\$45.92
	<u>BENEFITS</u>		
National Pension (NEBF)	3%	3%	3%
Health & Welfare	\$ 11.77	\$ 11.77	\$ 11.77
Decatur Pension	\$ 4.14	\$ 4.14	\$ 4.14
Local Pension	\$ 8.90	\$ 8.90	\$ 8.90

APPRENTICE RATES

APPRENTICE WIREMAN – SIX (6) PERIODS

1ST PERIOD	<u>45</u> % OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	<u>50</u> % OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	<u>55</u> % OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	<u>65</u> % OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	<u>80</u> % OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	<u>90</u> % OF JOURNEYMAN WIREMAN RATE

No Local 176 Pension/SUB until initiated
Zone I – Will & Grundy Counties
Zone II – LaSalle & Kankakee Counties
Zone III – Bureau, Ford, Putnam, Henry, Stark and Iroquois Counties

Effective August 1, 2011 – wages to be reduced in the amount of \$1.00 of which \$.70 cents will be allocated to Health and Welfare, and \$.30 cents to Local Pension

Section 6.05 Wages shall be paid in cash and not later than the regular quitting time on Friday of each week. No employer shall hold back more than three (3) days wages after the end of his work week. If a Holiday falls within the three day hold back period, payday may be deferred by one day. In any event payday can not be held over a weekend. If a payday falls on a legal holiday or day celebrated as such, payday may be the next business day. In the event that payday is on Friday and a holiday falls on Friday, payday shall be Thursday. When the employer has a history of favorable credit rating, payment may be made by check. The employee may have the option of "pay by mail" or electronic transfer if available.

Section 6.06 Any employee reporting for work and being terminated, except for cause, shall receive not less than two (2) hours' wages in order to gather his tools and other personal belongings and shall be paid all wages due him immediately. In the event he is not paid off, waiting time at his regular hourly rate shall be paid but not to exceed eight (8) hours' time in any twenty-four (24) hour period, until he is paid all wages due him. The two (2) hours referred to above may be used as traveling time to sign the referral book; the provisions of this section apply to lay offs only, and shall not apply to those who have worked forty (40) hours or less.

Section 6.07 The employer understands his obligation to provide work when there are no adverse weather conditions, no lack of materials and when work is otherwise available from the customer except on designated holidays as stated in Section 6.02 (b). When employees are ordered to report to a job by the Employer and do not start work due to weather conditions, lack of materials or other causes beyond their control, they shall receive two (2) hours wages for so reporting unless notified not to so report by the employer two (2) hours before starting time. When employees start work and are sent home for reasons beyond their control, they shall receive four (4) hours wages. If employees continue work in the fifth (5th) hour of the normal working hours and are sent home within two (2) hours, they shall receive six (6) hours wages. If employees continue work after six (6) hours and are sent home, they shall receive eight (8) hours wages.

Section 6.08 In order for the employers to have sufficient supervision on all types of projects, the following will prevail:

(a) On any job requiring three (3) or more journeymen, one (1) shall be designated as foreman by the employer.

(b) One (1) foreman may supervise up to ten (10) employees.

(c) When two (2) or more foremen are required, the employer shall appoint a General Foreman. Such General Foreman may himself have a crew of up to six (6) employees.

(d) All Foremen may work with the tools until he has seven (7) employees in his crew. After seven men are in a crew (up to 10 employees), that foreman may be allowed to deliver tools and materials and assist in the work when necessary.

(e) General Foremen shall not work with the tools.

(f) No General Foreman shall have more than four (4) foreman under his charge.

(g) On jobs having a foreman, employees are not to take directions or orders or accept the layout of any work from anyone except the foreman to whom they are responsible.

(h) In no case shall a General Foreman or foreman assigned to one job perform work with the tools on another job.

(i) When four (4) General Foreman are assigned to one project, there shall be one (1) Area General Foreman. No Area General Foreman shall have more than four (4) General Foremen under his charge.

(j) A Foreman/General Foreman may be called for by name by an employer, outside the normal referral system. However, such supervisor must remain at a supervisory position and rate of pay for nine (9) months or as long as he is still employed, whichever is shorter. It is understood that a Foreman called-out by name must supervise at least one other journeyman. If a job is three (3) months or more, the Foreman-by-Call may work alone the first two weeks and the last two weeks of the three-month or more job; however, it must be the same foreman-by-call at the beginning and at the end of every job in which that is done.

Section 6.09 The Employer shall furnish suitable gang boxes and locks for Employee's tools.

(a) Journeyman Wireman employees shall provide themselves with and keep in first class condition, a kit of tools consisting of:

Electrician's knife	Claw hammer
Pencil	1 1/2 " wood chisel
6' folding wood rule	Voltage tester - Wiggins or equal
8" side cutting pliers	Hack saw frame
2 - 8" pump pliers grooved type	Brace
Diagonal Cutting pliers	Bit extension
Long nose pliers	Continuity flash light with test leads
2 screw-drivers	Pouch
Phillips screw-driver	Suitable metal tool box with lock

(b) Apprentice wireman employees, upon being indentured, shall be furnished by the Joint Apprenticeship & Training Committee, the following tools; however, when permitted to work alone as provided in Section 7.07 thereof, they shall provide themselves with a kit of tools as set forth in sub-paragraph (a) above.

Electrician's knife
6' folding wood rule
6" screw driver
Side cutting pliers
2 grooved joint pump pliers

(c) The Employer shall furnish all other tools and equipment. Employees will be held responsible for the tools and equipment issued to them providing the employer furnished the necessary locker, tools boxes and other safe places for storage.

(d) Protection equipment: The Employer shall furnish rubber gloves, protectors, shields, blankets and other protective equipment in accordance with safe operating procedures and the required safety practices. Rubber protective equipment shall be kept in a dry compartment where no other tools are stored when not in use. Rubber protective equipment shall not be allowed to contact oil or grease. Do not use artificial heat to dry rubber protective equipment except by factory approved methods. Rubber blankets shall not be folded for storage. They may be stored either rolled or flat. All rubber protective equipment shall be inspected for defects before each use and shall be periodically tested electrically at the laboratory and if found defective shall be rendered unfit for further electrical use by the party making the laboratory test. Maximum required test periods shall be 90 days for gloves and sleeves and six months for blankets. Hose and hoods shall be inspected visually and discarded when excessive damage is found. All rubber gloves and sleeves shall indicate the last test on the glove or sleeve. When working on or near live conductors and other live apparatus operating at voltages above 300 volts, the use of rubber protective equipment for protection is positively required. Mechanical jumpers shall be of such type that a positive connection will be maintained at all times between points of attachment. The insulated protective covering on mechanical jumpers is not to be considered as adequate protection in lieu of proper rubber protective equipment. Such insulated protective covering shall be no less than an approved 5,000 volt type. In wet weather or at any other time, the use of rubber protective equipment on lower voltages shall be left to the discretion of the foreman or workman. Rubber gloves and sleeves must be kept in a canvas glove bag when not in use. All rubber gloves shall be of the 20,000 volt class and shall be given an air test before being used. Leather protector gloves shall always be worn over rubber gloves and shall be maintained in good condition. The Employer shall furnish rubber glove liners for employees use in cold weather.

(e) In the event that safety shoes are required and not reimbursable from the customer, the employee shall be given a voucher in the amount of \$50.00 toward such purchase; however, such reimbursement shall be allowed no more than once (1) per employee per twelve (12) month period.

Section 6.10 The Employer shall pay for traveling time and furnish transportation from shop to job; job to job; and job to shop within the jurisdiction of the Union. On work outside of the jurisdiction of the Union the employer shall furnish transportation, board and all other necessary expenses.

Section 6.11 On all energized circuits and/or equipment carrying 440 volts or over, as a safety measure, two (2) or more journeyman employees must work together.

Section 6.12 Safety Measures - Temporary Work - All installation of temporary feeders will comply with OSHA and NEC standards.

Section 6.13 All pipe threading and nipple cutting shall be done on the job except when manufactured (factory) nipples in lengths of six (6) inches or less are furnished.

Section 6.14 The Steward shall be present while work is performed on the job at all times, except that if the Steward is not selected to work overtime, a temporary steward may be selected by the Union. The Steward shall be notified of any overtime work four (4) hours in advance. He shall see that it is equally and impartially allotted insofar as is practical. His job shall be to make periodic inspection of the tools, equipment and location to see that all precautions are taken. All accidents shall be reported immediately.

Section 6.15 Journeyman Training All members of Local 176, IBEW, should complete eight (8) hours of industry-related classroom training per contract term, sponsored or approved by the Joint Apprenticeship & Training Committee. These classes should be in addition to a course on the National Electric Code which should be completed at least once every three (3) years.

Section 6.16 Drug Testing - 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 VII
APPRENTICESHIP & TRAINING

Section 7.01 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 7.02 All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3) 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 7.03 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 One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 7.04 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 telecommunications 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 7.05 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 qualifications, 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 7.06 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 7.07 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 sometime 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 7.08 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 jobsite ration as per Section 5.12.

Section 7.09 –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 7.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications 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 7.11 The employer shall contribute to the local health & 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 7.12 Each job site shall be allowed a ratio of _____ apprentice(s) for every _____ Journeyman Wiremen (man).

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 7.13 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 7.14 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 7.15 The parties to this Agreement shall be bound by the Local 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.

Section 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: one dollar and twenty cents per hour for each hour worked. 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 VIII EMPLOYMENT REFERRAL PROCEDURE

Section 8.01 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 the 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 8.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 8.03 The Employer shall have the right to reject any applicant for employment.

Section 8.04 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 8.05 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 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.

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 8.06 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 8.07 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 8.08 "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.

(a) All of Will and Grundy Counties; Mendota, Meriden, Earl, Adams, Troy Grove, Ophir, Northville, Freedom, Serena, Mission, Dimmick, Waltham, Wallace, Dayton, Rutland, Miller, Manlius, Peru, LaSalle, Utica, Ottawa, South Ottawa, Eden, Vermillion, Deer Park and Farm Ridge Townships in LaSalle County; all of Bureau County; Granville, Senachwine and Hennepin Townships in Putnam County; Elmira, Osceola, Goshen, Toulon and Penn Townships in Stark County; Annawan, Cambridge, Burns, Kewanee, Weller, Galva and Wethersfield Townships in Henry County; all of Kankakee County; Rogers, Mona, Pella and Brenton Townships in Ford County; Milks Grove, Chebanse, Papineau, Ashkum, Martinton, Beaver, Danforth, Beaverville, Iroquois, Douglas, Middleport, Concord, Ridgeland, Onarga, Crescent, Belmont, Sheldon, Milford, Ash Grove and Stockland Townships in Iroquois County, in the State of Illinois.

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.

Section 8.09 "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 8.10 "Examination" -- 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 days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 8.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 8.12 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"

Section 8.13 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 8.14 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" and then referring applicants in the same manner successively from the "Out of 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 8.14 (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.

Section 8.15 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 over age reference can be made.

Section 8.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 8.17 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 8.04 through 8.15 of this Agreement. The Appeals committee shall have the power to make a final and binding decision of 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 8.18 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 8.19 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 8.20 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 8.21 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) Subsection (a) above will not apply as long as the special skills requirement as provided for in Section 8.15 (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 Subsection (a) above.

ARTICLE IX SAFETY

Section 9.01 PRECAUTIONS

(a) Workmen, before starting work, if not familiar with the voltages and positions of circuits to be worked on, shall get proper information from the foreman. The foreman in charge of the job shall satisfy himself that the workmen fully understand the nature of the work to be done. Employees must wear suitable clothing for their work. Ragged sleeves, loose ties and other parts of clothing that can be caught in machinery shall not be worn. Shoes without good soles shall never be worn. Employees are cautioned against the dangerous practice of wearing finger rings and watch chains while at work. When

workmen are working at night, adequate lighting shall be provided to permit them to do their work with the least practical degree of danger when it is possible to do so. When jobs are to be done which present unusual hazards not covered by these rules or the rules of the Employer, the foreman and workmen shall discuss the problem and arrive at the method which in their judgement will provide the greatest degree of safety. The foreman's decision shall prevail in such cases. When it is necessary for workmen to ride spans, the only chairs to be used are those of an accepted safe design made by a reputable manufacturer.

(b) Live Line Tools: The method of working live lines at voltages in excess of safe rubber protective goods range, is to handle all live parts with live line tools. Hot sticks should be inspected, dried out, and thoroughly refinished with acceptable materials at intervals depending upon the extent of use and exposure. Hot sticks should be stored in a safe, dry compartment.

(c) Ladders: Ladders shall not be painted. They shall be protected with a coat of transparent non-conductive material to prevent them from drying out. All old, unfit ladders shall be removed from the job site. Ladders shall be equipped with safety shoes, metal spikes or spurs and hook ladders shall have safety chains on each hook of ladder. The use of metal ladders is absolutely prohibited.

(d) Safety meetings shall be held once a week.

(e) Working on Energized Primary Circuits: Only workmen in the proper classification and so authorized shall work on energized primary wires or equipment and work shall always be done with the full use of suitable protective devices and observance of the Safety Rules.

When work to be performed on energized primary wires requires workmen to reach past other wires to reach the ones to be worked upon, all wires between themselves and the wires to be worked upon shall be covered with approved rubber protective equipment. The protective equipment shall not be removed until the work is completed.

Employees shall wear rubber gloves and sleeves while applying and removing protective equipment and also when using a switch stick for opening, closing, removing or replacing fuses or fuse doors on cutouts.

Rubber protective equipment shall be worn at all times when working on or near energized primary equipment, including the following: Rubber gloves, rubber sleeves and hard hats. In addition, rubber overshoes and rubber hook guards are recommended. A short or jumper with full length sleeves rolled down will be worn when working on or near live-line equipment.

All wires, including neutrals and guy wires, in the vicinity of energized primary work must be also covered with protective equipment and if possible be covered first.

When stringing wire where pedestrians and vehicles are endangered, proper watchmen must be provided.

Where it is necessary to string wires near live lines, dry hand lines or other suitable means shall be provided and used. Rubber protective equipment and other necessary equipment shall always be used by the workmen.

Reel tenders shall be provided with adequate protection including rubber protective equipment.

Journeyman shall not be permitted to work on energized lines exceeding 480 volts, unless accompanied by another Journeyman Wireman. The Employer shall provide and the workmen shall use adequate protective equipment while working on energized lines and equipment. Compartments shall be available on all trucks to carry only approved safety equipment.

Workmen shall not stand on or otherwise be in contact with transformer cases, telephone messenger cables, grounded guy wires or other metal brackets while working on energized conductors unless properly covered with protective equipment.

The employers shall furnish hard hats, helmet liners (head warmers) for hard hats for employees' use in cold weather and sweatbands for summer use. Hard hats shall not be painted, defaced or modified from their original issue conditions. Hard hats with approved dielectric properties shall be worn at all times.

(f) Underground Work: Workmen shall not work in manholes without another person on the surface to watch traffic and to be available to assist the workmen so engaged, in case of an accident.

No workman shall enter a manhole or vault until he has assured himself that there are no dangerous gases present. Tests should be made with suitable devices manufactured for this purpose. No workman shall smoke or bring open flame or torches near open manholes until he is sure that there is no trace of gas present. When gas or fumes from welding or pouring molds or coating pipe is present, an adequate exhaust fan shall be provided.

(g) Grounding: Protective grounds shall be applied to de-energized lines for protection against static, lightning, crosses with foreign current as well as for accidental energizing from normal sources of power.

After a clearance has been secured on a circuit or piece of apparatus, the workman in charge shall see that the line is fused out before placing proper grounding cables for the protection of his men. The grounding cables or sets shall be of such type that a positive connection will, under all conditions, be maintained between the ground and all phase wires. In a case of emergency, or where grounds are required for an indefinite period, a

positive connection may be made with wire, bare or insulated with approved connectors or clamps. These grounding cables should be placed on either side of the point of work and at other points where it is deemed advisable. Such grounding devices should be always placed by the use of live-line tools. The grounds shall be connected at the ground connection first and secondly on the phase or apparatus to be grounded.

The workmen in charge of crews working on transmission circuits or apparatus must not depend upon station switches for protection but must always provide proper protective grounds.

When using grounds to normally live parts, the grounds must always be removed from the normally live part before breaking the ground connections. Such grounding devices should always be removed by the use of live-line tools.

The foreman or workman in charge, upon completion of this work, after assuring himself that all men under his supervision are clear, shall direct the removal of all protective ground placed by him and report to the person from whom he received the clearance.

Section 9.02 There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal or greater than the Standards for construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. These safe work rules as recommended by the Committee shall be submitted to the parties to this Agreement to be used as a part of this collective bargaining process. Any proposed changes or revisions in these safe work rules shall first be considered by this Committee for their concurrence and recommendations before being acted upon by the parties to this Agreement.

It shall also be the function of this Committee to study and update these safe work rules for the benefit of both parties. 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 9.03 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be 3 years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

Section 9.04 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 9.05 The Safety Booklet approved by the Joint Safety Committee shall be part of the contract and made available as an official addendum to this Agreement.

ARTICLE X

INDUSTRY FUND

Section 10.01 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 manhours.

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 XI PRIOR AGREEMENTS AND SEPARABILITY

Section 11.01 This Agreement shall constitute the only Agreement between the parties covering this type of work and all prior agreements entered into - either written or verbal - are hereby declared to be null and void.

Section 11.02 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.

ARTICLE XII CODE OF EXCELLANCE

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.

