

RESIDENTIAL AGREEMENT

Between

I.B.E.W. LOCAL #176

And

EASTERN ILLINOIS CHAPTER, N.E.C.A.

June 1, **2008**

RESIDENTIAL AGREEMENT

Agreement by and between the Eastern Illinois Chapter, National Electrical Contractor's Association, Inc. and Local Union #176, International Brotherhood of Electrical Workers. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the Eastern Illinois Chapter, National Electrical Contractor's Association, Inc. and the term "Union" shall mean Local Union #176 of the International Brotherhood of Electrical Workers. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

The 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:

Type of Work Covered by this Agreement

It is mutually agreed that the provisions of this Agreement shall apply to all units built primarily for family residence, excluding buildings with commercial and/or health care facilities.

ARTICLE I

Effective Date - Changes - Grievances - Disputes

Section 1.01 This Agreement shall take effect June 1, **2008**, and shall remain in effect until May 31, **2009**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June through May of each year, unless changed or terminated in the way later provided herein.

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 not 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 not later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

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

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

Section 1.05 There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (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 decision shall be final and binding.

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

Section 1.10 Grievance Time Limit – Grievances referred to above, 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 II Employer Rights - Union Rights

Section 2.01 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 2.02 The Association recognizes the Union as the exclusive representative of all employees performing work under this Agreement within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, on the type of work as defined herein.

Section 2.03 - 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 2.04 - 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.

Section 2.05 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. 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.

b. 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) \$10,000.00 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.

c. Maintain a permanent place of business with a business telephone.

d. Maintain an adequate financial status to meet all financial obligations of Employer under this Agreement.

e. Employs at least one (1) Residential Wireman employee on a full time basis.

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 vehicle,) 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 hour 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 or time.

n. Maintain adequate provisions for change house and for eating purposes. Furnish fresh water in clean container with paper cups and salt tablets. Ice water shall be furnished in warm weather.

o. It is the responsibility of the employer to furnish the employee, safety goggles or safety glasses on all jobs.

Satisfactory proof of compliance with the above requirements and qualifications shall be furnished to the Union on request and failure of an individual Employer to so comply will be deemed valid and sufficient cause for cancellation of the Agreement with such Employer after the facts have been determined by the International Office of the Union.

p. 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 5.06 and 5.07 of this agreement, on the basis of the gross wages of a Journeyman for the hours actually worked by such individual; but at a minimum, contributions to the Health & Welfare Fund, pursuant to Section 5.01, 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.

q. The employer will insure that overtime is distributed as equally and impartially as is practical on any given job.

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

The Steward shall be notified of any overtime. 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 2.06 The Union reserves the right to discipline its members for violation of its laws, rules, and Agreements.

Section 2.07 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 2.08 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.09 A contractor, officer, or person to whom a contracting license is issued shall be allowed to work with the tools provided that one (1) Wireman has been referred to his shop. After six (6) Employees are referred to the shop, such contractor shall not work with the tools.

Section 2.10 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 maybe 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 2.11 "The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining Agreement, in planning, directing, and controlling the operation of all his work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all Employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all Employees to observe all safety regulations, and in discharging Employees for proper cause."

Section 2.12 Employees shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.

A Residential Wireman 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 2.13 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, the general public, or the Employer, shall be subject to disciplinary action by the Employer, which may include discharge.

Severance Slips: Employees who are laid off, quit or are discharged for cause shall be issued a severance slip by the employer. Such severance slips, furnished by the Union, shall include the reason for termination, and shall be signed by the employer and/or his representative. Copies of all such slips shall be furnished to Local Union #176 and the Eastern Illinois Chapter, NECA.

Section 2.14 The Employer understands that the Local Union's jurisdiction – both trade and territorial – is not a subject for negotiations, but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

ARTICLE III

Hours - Wage Payment - Working Conditions

Section 3.01 Eight (8) consecutive hours work between the hours of 8:00 a.m. and 4:30 p.m., except for a thirty (30) minute lunch period, shall constitute a regular work day. Five (5) such days, Monday through Friday inclusive, shall constitute a regular work week. The starting and quitting times for each job shall be subject to variance by mutual Agreement between the Employer and the men assigned to the job. There shall be a thirty (30) minute lunch period, which shall begin four (4) hours immediately following the regular starting time. All work performed outside the regularly scheduled hours, Monday through Friday, and all day Saturday, shall be paid for at one and one-half times the regular straight time rate of pay. All work performed on Sunday and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day or days celebrated as such, shall be paid for at two (2) times the regular straight time rate of pay. If any of the above holidays fall on Saturday, Friday shall be designated as the holiday. If any of the above holidays fall on Sunday, Monday shall be designated as the holiday. Any employee who takes off work on Veterans' Day will not be discriminated against for taking the day off work.

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 five dollar (\$5.00) meal allowance.

Section 3.02 When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

(a) Minimum call out time to be two (2) hours at the applicable rate of pay. 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 remaining of the regular work day. When employees work past the regular hours (i.e.) 4:30 pm, 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 pm and 8:00 am 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 III, Section 3.04. Employer to pay all lodging and expenses.

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

Section 3.04 WAGES. Classification of employees in the bargaining unit covered by this Agreement and schedule of minimum rates applicable thereto shall be:

	<u>EFFECTIVE 6-1-08 to 5/31/09</u>		
	<u>ZONE I</u> (Will & Grundy)	<u>ZONE II</u> (Kankakee & LaSalle)	<u>ZONE III</u> ALL Others
Residential Wireman	\$37.50	\$37.10	\$35.95
Foreman - 9% above	\$40.88	\$40.44	\$39.19
General Foreman - 16% above	\$43.50	\$43.04	\$41.70

	<u>BENEFITS</u>		
National Pension (NEBF)	3%	3%	3%
Health & Welfare	\$ 9.47	\$ 9.47	\$ 9.47
Decatur Pension	\$ 2.84	\$ 2.84	\$ 2.84
Local Pension	\$ 7.90	\$ 7.90	\$ 7.90

APPRENTICE RESIDENTIAL WIREMAN – SIX (6) PERIODS

1 st Period	45% of Residential Wireman Rate
2 nd Period	50% of Residential Wireman Rate
3 rd Period	60% of Residential Wireman Rate
4 th Period	70% of Residential Wireman Rate
5 th Period	80% of Residential Wireman Rate
6 th Period	90% of Residential Wireman Rate
Completion	100%

Zone I – Will & Grundy Counties

Zone II – LaSalle & Kankakee Counties

Zone III – Bureau, Ford, Putnam, Henry, Stark and Iroquois Counties

Section 3.05 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 this work week. However, 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. **If the employee chooses pay by mail or electronic deposit, their check stub must be sent to them with a postmark no later than payday.**

Section 3.06 Residential Wireman and Apprentice Residential Wireman Employees shall provide themselves with and keep in first class condition, a kit of tools consisting of:

Electrician's knife
Pencil
Tape measure
8" side cutting pliers
Two 8" pump pliers grooved type
Diagonal cutting pliers
Long nose pliers
2 screw-drivers
Claw hammer
One 1/2" wood chisel
Voltage tester - Wiggins or Equal
Hack saw frame
Small level
Compass saw
Continuity flashlight with test leads
Pouch
Suitable metal tool box with lock
Phillips screw-driver
Scratch-awl
Tri-tap

Power Screwdriver (replaceable by Employer if broken or burns out on job)
Pouch & Apron
½" bender (if employee wants to bring his own)

Section 3.07 Workmen shall install all electrical work in a safe and workman-like manner and in accordance with the directions.

Section 3.08 - Each job or project requiring more than two (2) Residential Wiremen shall be under the supervision of a Foreman. Workmen are not to take directions or orders or accept layout of any job from anyone except the Foreman. No Trainee may be made Foreman on any job.

- a. A Foreman may supervise up to 12 people
- b. A Foreman may not work with the tools if he is supervising more than ten (10) workmen, except in the case of emergency service calls and handling of materials.
- c. When more than two 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. In no case may a General Foreman work with the tools.
- e. A Foreman may be called for by name without regard to the referral system; however, such Foreman must be paid the Foreman's rate and supervise at least one other bargaining unit employee other than a first year trainee for a period of six months or as long as he is employed, whichever is shorter.

Section 3.09 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.

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

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

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

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate.

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

Section 3.11 The employer shall pay for traveling time from shop to job; job to job; and job to shop.

ARTICLE IV REFERRAL PROCEDURE

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

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

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

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

Section 4.05. The Union shall maintain a register of applicants for employment established on the

basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

RESIDENTIAL WIREMAN

GROUP I. 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, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last two years in the geographical area covered by the collective bargaining agreement.

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

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

Section 4.07. The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

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

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 area under the Davis-Bacon Act to which the Agreement applies.

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

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

Section 4.11. Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice (Trainee.)

Section 4.12. 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 4.13 An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the List.

Section 4.14. An applicant who is hired and who receives, through no fault of his own, work of Forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.15

(a). Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, and then Group III. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

| Repeated Discharge:

Section 4.15

(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 4.16. The only exception which shall be allowed in this order of referral is 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.

Section 4.17. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.18. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.19. A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.20. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.21. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 4.22 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 III shall be laid off next, if any are employed in this group. Next to be laid off are employees in Group II, if any are employed in this group; and then those in Group I.

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

Section 4.16 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 Residential Wireman, they will be slotted in the appropriate group in paragraph (a) above.

ARTICLE V Training

Section 5.01. The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02. Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by 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, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the

JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor Management Committee for resolution.

Section 5.04. Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05. All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06. The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

Section 5.07. The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 5.08. Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 5.10. The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship

and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

Section 5.11. The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 5.12. The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.13. Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 5.14. 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: 9/10 of 1%(.9%) percent of the gross monthly labor payroll This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI Fringe Benefit Funds

NEBF:

Section 6.01. It is agreed that, in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit

initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

Section 6.02 It is further mutually agreed by the parties hereto that the Employer shall contribute to the NECA-IBEW Local #176 Health & Welfare Fund the sum of **nine dollars and forty seven cents (\$9.47)** per hour for each hour worked (**of which \$1.05 is allotted to the MSA in all Zones**) by each Employee covered by this Agreement, as called for in the area wide Health & Welfare program. For the duration of this Agreement, all increases to the Health & Welfare contribution will be effective on June 1 of each current year and the rate of such contribution shall be equivalent to the rate for Health & Welfare contained in the then current Inside Agreement between the parties. Such payments shall commence for the first payroll period after June 1, **2008**, and shall be made monthly thereafter on forms provided; such contributions by participating Employers to the Trust fund shall be paid on or before the fifteenth (15th) day of the month following the month for which they are due, and shall be paid by check, draft, or money order, drawn to the order of said NECA-IBEW Local #176 Health & Welfare Trust Fund. Each party shall elect a trustee to the Board of Trustees of the NECA-IBEW Local #176 Health & Welfare 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 Health & Welfare Trust Fund.

Section 6.03 Employers shall pay monthly into the NECA-IBEW Pension Trust Fund (Decatur) at the contribution rate of **two dollars and eighty four cents (\$2.84)** all zones, effective 6/1/ **08** for each hour worked in the preceding month, by all Employees covered by said Agreement. 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. Contributions to the NECA-IBEW Pension Fund (Decatur), while reported on MPR Form #144 as provided for in Section 5.06 and 5.07, will be forwarded directly, with a separate check to Decatur Pension, and not through the NECA-IBEW Joint Distribution Account.

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 6.04 Employers shall pay monthly into the NECA-IBEW Local #176 Pension Trust Fund at the contribution rate **seven dollars and ninety cents (\$7.90)** for all zones effective 6/1/08 per hour for each hour worked in the preceding month, by all Employees covered by said Agreement. 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. Said payments for Residential Trainees shall be a percentage of the newly calculated Wireman contribution, based on Trainee's percentage of Wireman scale in each Zone.

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 Local #176 Pension Trust Fund.

Section 6.05 Savings Plan. All Employers signatory to this Agreement shall deduct the amount of one dollar (\$1.00) per hour from each Residential Wireman for the purpose of a savings plan and shall pay this amount monthly to the IBEW 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 established by the IBEW Local #176 Savings Fund. These payments shall be made in accordance with Section 5.06 of this Article. Deductions for trainees shall be as follows:

Trainees

1 st (0 - 1000 hours)	45%
2 nd (1001- 2000 hours)	50%
3 rd (2001- 3000 hours)	60%
4 th (3001- 4000 hours)	70%
5 th (4001- 5000 hours)	80%
6 th (5001- 6000 hours)	90%

Section 6.06 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—upon receipt of a voluntary written authorization—the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 6.07 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.

Section 6.08 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. 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 the 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 6.09 – 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 **5/10th of 1% (.5%)** of its respective gross monthly labor payroll for NECA's administration of the **Administrative Maintenance Fund (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 6.10 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 6.11 Each employer shall contribute to the Local #176 IBEW Supplemental Unemployment Benefit (S.U.B.) Fund in the manner and amount as prescribed in Section 3.22 of the current Inside Agreement between the parties. (Currently **\$1.85** per hour).

ARTICLE VII National Electrical Industry Fund

Section 7.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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

ARTICLE VIII LABOR-MANAGEMENT COOPERATION COMMITTEE - (LMCC)

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

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

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

Section 8.03. Each employer shall contribute the sum of Twenty seven cents (\$.27). 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.

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

ARTICLE IX
NLMCC

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

to improve communication between representatives of labor and management;

to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;

to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

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;

to engage in public education and other programs to expand the economic development of the electrical construction industry;

to enhance the involvement of workers in making decisions that affect their working lives; and

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

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

be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03. Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Eastern IL Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

ARTICLE X SAFETY

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

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

Section 10.03 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Chapter and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

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

Section 10.05 OSHA 10 Hour: All Residential Wiremen and Trainees should have and carry a current and valid OSHA 10 Certification. OSHA 10 Hour classes and upgrades, to remain current, will be offered through the JATC on an annual basis. Any new member brought into the Union will secure such card.

Section 10.06. It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE XI SUBSTANCE ABUSE

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

ARTICLE XII CODE OF 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.

SEPARABILITY CLAUSE

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

IN WITNESS WHEREOF, The Union and Association have affixed their signatures as of the day and year first above written at Joliet, Illinois.

SIGNED FOR LOCAL UNION NO. 176,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO

SIGNED FOR EASTERN ILLINOIS
CHAPTER, NATIONAL ELECTRICAL
CONTRACTOR'S ASSOCIATION

President Date

President Date

Business Manager Date

Secretary-Manager Date

Subject to the approval of the International Office of the International Brotherhood of Electrical Workers.