

IBEW LOCAL UNION 176  
SIGN AGREEMENT

**June 1, 2007**

## SIGN AGREEMENT

Agreement made and entered into this 1st day of **June, 2007** by and between Electric Sign and Luminous Tube Contractors of Joliet, Illinois, Will and Grundy Counties, Ottawa and Vicinity, Kankakee and Vicinity and LaSalle and Vicinity, hereinafter individually referred to as "Employer" and collectively as "Employers" and Local Union No.176, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as "Union".

### BASIC PRINCIPLES

The Employers and the Union have a common and sympathetic interest in the Electric Sign and Luminous Tube Industry. Progress in this industry demands a mutuality of confidence between the Employers and the Union. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employers, the Union, and the public so that all will benefit by continuous peace and by adjusting any differences by rational and common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties signatory hereto agree as follows:

### ARTICLE I

#### EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 This Agreement shall take effect **June 1, 2007** and shall remain in effect through May 31, **2010**. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party desiring to change or terminate this Agreement must notify the other in writing and by registered mail at least ninety (90) days prior to the renewal date of May 31st. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

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

(c) Unresolved issues in negotiations that remain after the renewal date may be submitted jointly or unilaterally by the parties to this Agreement to the Board of Arbitration for the Sign Industry Disputes Board for adjudication.

(d) When a case has been submitted to Disputes Board, it shall be the responsibility of the parties to continue to meet weekly in an effort to reach settlement of the local level prior to the meeting of Disputes Board. Disputes Board's decision on all matters submitted to it shall be final and binding on the parties.

(e) If unresolved issues are submitted to Disputes Board, the Disputes Board's decision shall be final and binding on all parties hereto. The existing provisions of the

Agreement shall remain in full force and effect until a conclusion is reached by the Board.

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

Section 1.04 There shall be no stoppage of work either by strike, honoring of illegal picket lines or lockout by the Employer during the duration of this Agreement. The Union shall, in the event of the occurrence or threat of any unauthorized, illegal or wildcat strike, stoppage of work, slowdown, or walkout promptly denounce publicly such action or threatened action and shall make prompt and honest effort to prevent or end such action.

Section 1.05 Differences and disputes of every kind which may arise between an employee and the Employer under and during the terms of this Agreement shall constitute a grievance and be disposed of in the following manner:

(a) Any employee having a grievance shall, within thirty (30) days after the occurrence of the event resulting in the grievance, discuss the matter with his immediate supervisor. Provided that this period shall not begin for employees assigned to out-of-town work (outside a twenty-five mile radius from the plant) until such particular assignment ceases.

(b) If the grievance is not settled in Step (a) within three (3) days, then it shall be reduced to writing by the aggrieved employee and forwarded to the Plant Manager or designated representative who shall meet with the Union Steward and the employee within forty-eight (48) hours thereafter.

(c) If the grievance is not settled in Step (b), the Company shall prepare a written response within twenty-four (24) hours after the Step (b) meeting and, within five (5) days thereafter, it shall be referred to the Business Agent of the Union and a Company representative for resolution.

(d) Should the grievance not be resolved in Step (c), then within ten (10) days after the Step (c) meeting, the grievance may be submitted, by mutual agreement of the parties, to the Labor-Management Committee.

(e) All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) 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.

(f) Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Disputes Board for adjudication. The Disputes Board's decision shall be final and binding on both parties hereto.

(g) All grievances which are not presented in a timely fashion as hereinbefore stated, excluding Saturdays, Sundays and holidays, shall be deemed not to have existed.

## ARTICLE II

### DEFINITION OF EMPLOYER - RECOGNITION OF UNION

Section 2.01 The term "Employer" as hereinafter used in the Agreement, 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 Sign Industry and recognizes the terms and provisions of this Agreement and agrees to fulfill the following requirements:

(a) Maintain a permanent place of business equipped with a business telephone listed in the Employer's business name, which place of business shall be accessible to the public during normal business hours.

(b) Maintain an adequate financial status to meet all financial obligations of Employer under the terms and provisions of this Agreement.

(c) Employ at least one (1) journeyman employee on a full time basis.

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

(e) Make contributions to the Illinois Unemployment Compensation Commission for all employees covered by this Agreement who are in the employ of the Employer.

(f) Maintain coverage for all employees covered by this Agreement who are in the employ of the Employer under Social Security and such other protective insurance as may be required by Federal or State laws.

(g) Furnish competent and adequate supervision of the work to be performed.

(h) Comply with all license and/or code requirements applicable where the work is to be performed and comply with all safety rules jointly agreed upon by the parties hereto. Such safety rules to be strictly adhered to by all employees covered by this Agreement.

(i) 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.

(j) Furnish to the Union, monthly, a copy of the Employer's payroll paid to employees covered by this Agreement. This copy shall be on forms provided by the Union and shall state the name, number of straight time and overtime hours worked each day, number of hours worked each pay week, the hourly rate of pay and the weekly gross pay of each such employee. However, the Union may require weekly reports for cause.

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

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

Section 2.02 The term "employee" or "employees" as used herein shall mean those employees coming within the bargaining unit provided for in Section 2.03 hereof.

Section 2.03 The Employers agree to recognize the Union as the sole and exclusive representative of all employees coming within the bargaining unit consisting of all employees in the different employee and work classifications set forth in Section 4.03 hereof for the purpose of collective bargaining with respect to wages, rates of pay, hours and other conditions of employment.

Section 2.04 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.05 The Employer agrees to deduct - 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 2.06 It Is agreed that work covered by this Agreement to be performed by employees in the bargaining unit provided for in Section 2.03 hereof, shall include:

The manufacture and assembly of all electrical signs (outside and window) and displays whether luminous tube, receptacle or reflector type, including the wiring, auxiliary equipment and structures for the support thereof, the bending, pumping, blocking and repair and all luminous tubes used as a conductor of electricity; the erection, installation, alternation and dismantling of all such signs and displays; the servicing, repair and maintenance of all such signs and displays, painting, including tubing, transformers, supports, insulators and other electrical equipment a part thereof; the cleaning of all signs and displays and appurtenances thereon; and the connecting of all such signs and displays to electrical outlets provided thereof.

It is further agreed that the installation of all electrical work in connection with the service to the outlet feeding signs and display and all working connection with the installation of luminous tubing for lighting purposes, shall be done by employees employed by the Employers engaged in "Inside Electrical Construction Work".

Section 2.07 "Local Union 176 is a part of the International Brotherhood of Electrical Workers and any violation or annulment of the Agreement of this or any other Local Union of the IBEW by an individual Employer will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International Office of the Union. The Employer further agrees that he will not sublet, assign or transfer any work in connection with electrical sign work to any other person, firm or corporation is such subletting, assigning or transferring will cause the loss of work opportunities to employees in the individual Employer's establishment covered by this Agreement. Any such subletting, assigning or transferring shall be allowable after a mutual determination has been made by the representatives of the parties that such action is not in conflict with the preceding sentence."

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 covering the procedure for the handling of grievances and the final and binding resolution of disputes.

### ARTICLE III

#### RIGHTS AND RESPONSIBILITIES OF PARTIES

Section 3.01 No employee in the bargaining unit covered by this Agreement while he remains subject to employment by Employers operating thereunder, except those meeting the requirements of "Employer" as provided for in Section 2.01, shall himself become a contractor for the performance of any Electrical Sign and Luminous Tube work.

Section 3.02 The Union agrees that if, during the life of this Agreement it grants to any other Employer in the Electric Sign and Luminous Tube Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms and conditions shall be made available to the Employers operating under this Agreement and the Union shall immediately notify those Employers of such concessions.

Section 3.03 No Employer operating under this Agreement shall perform any manual work covered thereunder during regular working hours (as provided for in Section 4.01 hereof). However, in case of an emergency endangering life and/or property and on emergency service or repair work occurring outside of regular working hours when employees in the said bargaining unit who are in the employ of the Employer affected are not readily available upon call by the Employer, the Employer may perform such emergency service and/or repair work as is necessary.

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 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, however, this shall not be construed as requiring the Employer to place a non-working Steward on any job. Under no circumstances shall Stewards be discriminated against for the faithful performance or their duties as such.

Provided further, Stewards shall in no case cause a stoppage of work. In any case of trouble in the shop or on the job, which they cannot adjust with the Employer or his designated representative, they must refer such matter to the Business Manager of the Union.

Section 3.06 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, material, equipment or any other property of the Employer in a safe manner or return them to the shop or 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 3.07 Employees shall install all work in a safe and workmanlike manner and in accordance with 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 the (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 the Employer or the Employer's representative. 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 3.08 It is understood and agreed that it is the policy of the members of the Union to promote, by all legal means, the use of materials and equipment which is manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 3.09 All firms doing Electrical Work within the jurisdiction of the Union shall notify the Union office forty-eight hours in advance of work to be performed in this jurisdiction.

Section 3.10 Any outside firm doing electrical work within the jurisdiction of the Union shall not be allowed to bring in more than one non-resident journeyman employee. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

Section 3.11 It is hereby agreed that as a means of promoting general economic conditions for those who have followed the trade and to promote progress on the job, that on all jobs which five or more employees are employed, if available, every sixth employee shall be fifty years of age or older.

## ARTICLE IV

### HOURS - WAGE PAYMENT - WORKING CONDITIONS

Section 4.01 Eight hours' work between 8:00 o'clock A.M. and 4:30 o'clock P.M., with thirty (30) minutes intermission for lunch, shall constitute a regular work day - Monday through Friday - shall constitute a regular work week, except when a designated holiday intervenes, the work week shall consist of four (4) of the aforesaid days. Hourly wage rates for the foregoing shall be those set forth in Section 4.03.

Section 4.02 All work performed before or after the regular work day shall be compensated at the 1 1/2 straight time rate of pay, with the exception of driving time, as set forth in Article IV, Section 4.10. All work performed on Sunday and designated holidays; New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Day, or days celebrated as such, shall be paid for at double (2) the employee's straight time rate of wage. The eight (8) designated holidays above shall be paid holidays. An employee is required to work the last scheduled work day prior to and also the next scheduled work day after any given holiday to be eligible for holiday pay.

1. If an employee has a scheduled vacation (approved by the employer) that overlaps a holiday and has given the employer four weeks prior notice of such vacation, then the employee shall be paid for the holiday.
2. If a holiday falls on Saturday, it shall be celebrated on Friday, and if a holiday falls on Sunday, it shall be celebrated on Monday.

Section 4.03 (a) Classification of employees in the bargaining unit covered by this Agreement and schedule of minimum rates applicable to the following areas in the State of Illinois: 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 Putman 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.

Effective June 1, 2007

		<u>ZONE I</u>	<u>ZONE II</u>
"A" Journeyman Signman		<b>\$25.59</b>	<b>\$24.59</b>
"B" Maintenance Signman.			
O to 2yrs	50%	<b>\$12.80</b>	<b>\$12.30</b>
2 to 4 yrs	65%	<b>\$16.63</b>	<b>\$15.98</b>
4 to 6 yrs	70%	<b>\$17.91</b>	<b>\$17.21</b>
Over 6 yrs to A	75%	<b>\$19.19</b>	<b>\$18.44</b>
Plus Health & Welfare		Plus Health & Welfare	

Zone I Consists of Will, Grundy, LaSalle, Bureau, Henry and Putman Counties.  
 Zone II consists of Kankakee, Iroquois and Ford Counties.

Vacation paid according to years in contract Section 5.02

\*Effective 6/1/2008 - **\$1.45 to be allocated**

\*Effective 6/1/2009 - **\$1.55 to be allocated**

Any workman now receiving in excess of the above minimum rates of pay for his respective classification shall suffer no reduction in rate of pay during the term of this Agreement. If a workman in a classification having a lower rate of pay performs work in a higher classification, such workman shall be paid the rate for the higher classification.

Section 4.03 (b) Extra benefits paid by the Employer to the Group B Sign Maintenance shall be applicable to the International per capita and assessments provided for in the IBEW Constitution and Bylaws

Section 4.04 Wages shall be paid weekly in cash or by negotiable check not later than the regular quitting time on Friday and not more than two (2) days wages may be withheld at any time. In the event employees are not paid their wages at or before such quitting time, waiting time shall be paid at the employee's straight time rate of wage which shall be paid until payment is made, but waiting time shall not exceed eight (8) hours in any one twenty-four (24) hour period.

Section 4.05 The principle of seniority or length of service with an individual Employer is hereby recognized by the parties in accordance with the following rules:

(a) Seniority for purposes of this agreement shall be by classification for which the employee was hired. Upon being elevated to journeyman status, an apprentice shall have his seniority standing, as a journeyman, computed from the date of attaining such status.

(b) When a reduction in force becomes necessary, the last employee hired in the journeyman classification affected shall be the first to be laid off. When the work force is to be increased following a layoff, such employees laid off shall be recalled in the inverse order of their layoff.

(c) No new employees shall be hired until all employees laid off have first been recalled, if available.

(d) Any employee reporting for work and being terminated, except for cause, shall receive not less than two (2) hours wages and benefits. Such employee shall be paid all wages due him immediately.

Section 4.06 It is agreed that no employee shall be discharged except for just cause. However, when an employee is discharged, he shall be given a termination notice stating the reason therefore, whether he is eligible for re-hire by the Employer so terminating him. It shall be the responsibility of the Employer or his representative to complete the termination notice, copy of which shall be furnished the Union. They shall be paid all wages due him immediately and in the event he is not so paid off, waiting time as provided in Section 4.04 hereof shall be paid him. The employee shall proceed as follows:

(a) Gather his tools and belongings immediately.

(b) Secure his termination notice and wages due him.

(c) Leave the job as soon as possible and cause no disturbance.

(d) If for any reason he believes himself discriminated against, he shall file a written grievance with the Business Manager of the Union within five (5) days after the end of the work day on which termination occurred. (Saturdays, Sundays and holidays designated in Section 4.02 hereof excluded.)

Section 4.07 The following safety rules shall be complied with at all times. In the event the parties agree upon additional safety rules during the life of this Agreement, they shall be incorporated herein as amendments as provided for in Section 1.02 of this Agreement.

(a) All movable ladders shall be provided with rough surface feet or other suitable means to prevent slipping.

(b) When an employee is working on a ladder twenty-four (24) or more feet in height or where heavy traffic conditions exist, an employee shall be stationed at the foot of each ladder being used.

(c) All signs on buildings or roof structures must be provided with the necessary ladders, rails or catwalks.

(d) All shops shall be equipped with adequate ventilators to draw fumes from gas burners and spray booth.

(e) In all shops, the bombarding transformer and its serials or leads shall be installed in a manner as to safeguard employees. Such transformer shall be operated by the remote control switch, and in such a manner that the employee operating the equipment must maintain physical contact to maintain the flow of current to the primary of the transformer. A pilot light shall be installed in the primary circuit of the bombarding transformer as a further safety measure. In addition, a rubber mat or other insulating material shall cover the floor in the vicinity of the pumping area.

(f) All trucks shall have fresh water coolers and salt tablets.

Section 4.08 (a) There shall be Sign Training Subcommittee of three (3) members representing the Employers and three (3) representing the Union. At least two (2) of the members representing the Union shall be those actively engaged in performing Sign work. This Subcommittee shall adopt local Sign training standards in conformity with the National Training Standards for the Sign Industry. It shall also be responsible for training Sign Erectors and others. These local standards will be promptly agreed upon by the parties to this Agreement and shall be registered by the local JATC with the National Joint Apprenticeship and Training Committee.

(b) Members of the Sign Training Subcommittee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Employer and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Subcommittee member may succeed himself.

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

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

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

(d) In order to provide diversity of training or work opportunities, the Subcommittee shall have full authority to transfer Trainees from one job or Employer to another. All transfers and assignments for work shall be issued by the Subcommittee.

(e) All Trainees employed under the terms of this Agreement shall be obtained from

the Sign Training Subcommittee. A Trainee who has completed his probationary period may be removed from training by the Subcommittee, in accordance with its rules, for cause. Such removal by the Subcommittee also cancels his classification of Trainee and the opportunity to complete his training.

(f) The Employer may hire Group B Sign Maintenance and Erectormen at wages provided for in Article IV, Section 4.03 (a) provided all Journeyman Signmen employed as of June 30, 1981 are working. No Group B Sign Maintenance and Erectormen will be allowed to work in or outside of Local #176 jurisdiction unless all qualified Journeyman, employed by the shop, are working.

(g) The ratio of Group B Sign Maintenance and Erectormen will be three (3) Sign Maintenance men to one (1) Journeyman.

(h) No Group A Journeyman Signman may be laid off while a Group B Sign Maintenance and Erectorman is employed by the shop.

Section 4.09 Journeyman employees of any classification shall provide themselves with the customary hand tools. All other tools and equipment shall be furnished by the Employer. Such employees will be held responsible for tools and equipment issued to them, but only if the necessary lockers, tool boxes, or other safe places of storage are provided by the Employer.

Section 4.10 The Employer shall pay for traveling time and furnish transportation from shop to job at the beginning of the day, and from job to shop at the end of the day, on jobs under thirty five (35) mile radius from the shop. On jobs over the thirty five (35) mile radius, the Employer shall furnish transportation, board and all other necessary expenses and the Employee shall be paid for all time while traveling, unless otherwise mutually agreed to by the employee and Employer.

In the event the employer requires the employee to report to the job in his personal vehicle the employee will be on the job at normal starting time, and will not leave until normal quitting time. If the employee is required to move jobs during the day, the employer will pay for all travel time and mileage as required by law.

#### EMPLOYMENT REFERRAL PROCEDURE

Section 4.12 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 interest 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 applicant for employment.

(a) The Union shall be the sole and exclusive source of referrals of applicants for employment.

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

(c) 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 of obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the procedure set forth in this Article.

Section 4.13 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.

Group I - All applicants for employment who have four (4) 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 a period of at least one (1) year in the last four (4) years under a collective bargaining agreement between the parties to this Agreement.

Group II - All applicants for employment who have four (4) or more years' experience in the trade.

Group III - All applicants for employment who have two (2) 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 (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties to this Agreement.

Group IV - All applicants for employment who have worked at the trade for more than one (1) year.

Section 4-14 The Union shall maintain an "Out of Work List" which shall list the applicants within each group who are unemployed in chronological order or the dates they register their availability for employment, subject to the following:

(a) Each applicant for employment shall be required to re-register every thirty (30) days in order to retain his place on the Out of Work List.

(b) An Applicant who is referred to an Employer and who, through no fault of his own, receives work of forty (40) hours or less, shall, upon re-registration, be restored to the position on the Out of Work List within his group to which he would be entitled had he not been so referred.

Section 4-15 The Employer shall advise the Business Manager of the Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer's job by first referring applicants in Group I in the order of their places on the Out of Work List

therein and then while Group I list remains exhausted, refer applicants from the Out of Work List in Group II and then, while Group I and Group II list, respectively, remain exhausted, refer applicants successively in the same manner from the Out of Work Lists in 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 with the Group. 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 of the Union shall refer the first applicant on the register possessing such skills and abilities.

(b) Article III, Section 3.11 of the Agreement provided for employment of employees on an age ratio basis. Therefore, and in accordance therewith, the Business Manager of the Union shall refer the first applicant on the register satisfying the age requirement, provided, therefore, that all names in higher priority Groups, if any, shall first be exhausted before such over-age reference can be made.

Section 4.16 If the registration list is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays and Sundays and designated holidays excluded, the employer shall be free to secure applicants without using this employment referral procedure, but such applicants, if hired, shall have the status of "temporary employees". The Employer shall notify the Business Manager promptly of the names and Social Security number of such temporary employees and such temporary employee shall be replaced by the provisions of this employment referral system as soon as registered applicants for employment are available.

Section 4.17 "Normal Construction Labor Market" as herein used is defined to mean the following geographical area: 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 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 areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon acts to which this Agreement applies, plus the commuting distance thereto, which includes the area from which the normal labor supply is secured.

Section 4.18 "Resident" as herein used is defined to mean a person who has maintained his permanent home in the geographical area defined in Section 4.16 hereof for a period of

not less than one (1) 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 4.19 "Examination" as herein used is defined to include experience rating tests if such examination shall have been given prior to the date of this Agreement, but from and after this date shall include only written and/or practical examinations given by the Union, or any other duly constituted Local Union of the International Brotherhood of Electrical Workers. Reasonable intervals of time for examination are specified as six (6) month periods. An applicant shall be eligible for examination if he has had four (4) years' experience at the trade.

Section 4.20 An appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or Association, as the case may be and a Public member appointed by both of these members.

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 Union of subparagraph 3 of Section 4.11 to and including Section 4.18 hereof. 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 Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from, or modify any of the provisions of this Article and its decisions shall be in accord with this Article.

Section 4.21 A copy of the referral procedure set forth in this Article shall be posted on the Bulletin Board in the office of the Union and in the offices of the Employers operating under this Agreement.

Section 4.22 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of Article IV of this Agreement.

## ARTICLE V

### PENSION BENEFIT - VACATION - WELFARE

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 and 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 falls 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 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.

Section 5.02 Each Employer will provide paid vacation periods to each employee. Employees with one (1) year, but less than two (2) years service shall be paid one (1) week (40 hours) vacation period. Employees with three (3) years service or more shall be paid two (2) weeks (80 hours) vacation. Employees with ten (10) years service or more shall be paid three (3) weeks (120 hours) vacation. In the event an employee is terminated for any reason prior to taking vacation, he shall be paid the pro rated portion of the vacation pay to which then entitled.

(a) One day bereavement pay

Section 5.03 It is further mutually agreed by the parties hereto, that unless the Employer has an adequate and comparable Health Insurance Plan of his own choosing, that has been accepted by a majority of Group A, I.B.E.W. members in the shop, effective July 1, 2004, he shall contribute to the NECA-IBEW Welfare Trust Fund, the sum of **eight dollars and ninety two cents (\$8.92)** per hour for each hour worked by each employee covered by this Agreement, as called for in the area wide health and welfare program. Increase in Health & Welfare shall be applicable with the Inside Agreement on effective each June thereafter. Such payments shall commence for the first payroll period after December 1, 1975, 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 (15<sup>th</sup>) 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 Welfare Trust Fund, in duplicate, listing all employees alphabetically, with correct Social Security numbers, to the office of said NECA-IBEW Welfare Trust Fund. Individual employers who fall to remit regularly shall be subject to having this Agreement terminated upon seventy-two 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 Welfare Trust Fund.

Section 5.04 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 **four dollars and five cents (\$4.05)** per hour to such pension fund, for each hour worked starting **June 1, 2007**. . Payment shall be made in accord with the provisions of Section 5.05 and in the manner so prescribed. Such payments shall commence for the first payroll period after **June 1, 2007**, 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 (15<sup>th</sup>) 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 fall 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 falls to show satisfactory proof that delinquent payments have been paid the NECA-IBEW Local #176 Pension Trust Fund.

Section 5.05 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.

## ARTICLE VI

### PRIOR AGREEMENTS EFFECT OF LAW

Section 6.01 This Agreement shall constitute the only Agreement between the parties and all prior Agreements entered into - either written or verbal - are hereby declared to be null and void.

Section 6.02 Any provisions of this Agreement adjudged to be unlawful by a court of competent jurisdiction shall be treated for all purposes as being null and void, but all other provisions not so adjudged shall continue 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 parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

SIGNED FOR THE ELECTRIC SIGN AND LUMINOUS TUBE CONTRACTORS OF WILL AND GRUNDY COUNTIES, OTTAWA & VICINITY, KANKAKEE & VICINITY:

By: \_\_\_\_\_  
All Right Sign, Inc.

SIGNED FOR LOCAL UNION 176 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

SIGNED FOR THE ELECTRIC SIGN AND LUMINOUS TUBE CONTRACTORS OF WILL AND GRUNDY COUNTIES, OTTAWA & VICINITY, KANKAKEE & VICINITY:

By: \_\_\_\_\_  
Design 53 Sign & Advertising

SIGNED FOR LOCAL UNION 176 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

SIGNED FOR THE ELECTRIC SIGN AND LUMINOUS TUBE CONTRACTORS OF WILL AND GRUNDY COUNTIES, OTTAWA & VICINITY, KANKAKEE & VICINITY:

By: \_\_\_\_\_  
Express Signs & Lighting Maintenance

SIGNED FOR LOCAL UNION 176 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

SIGNED FOR THE ELECTRIC SIGN AND LUMINOUS TUBE CONTRACTORS OF WILL AND GRUNDY COUNTIES, OTTAWA & VICINITY, KANKAKEE & VICINITY:

By: \_\_\_\_\_  
Friendly Signs, Inc.

SIGNED FOR LOCAL UNION 176 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

SIGNED FOR THE ELECTRIC SIGN AND LUMINOUS TUBE CONTRACTORS OF WILL AND GRUNDY COUNTIES, OTTAWA & VICINITY, KANKAKEE & VICINITY:

By: \_\_\_\_\_  
Gaytan Signs

SIGNED FOR LOCAL UNION 176 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

SIGNED FOR THE ELECTRIC SIGN AND LUMINOUS TUBE CONTRACTORS OF WILL AND GRUNDY COUNTIES, OTTAWA & VICINITY, KANKAKEE & VICINITY:

By: \_\_\_\_\_  
Grate Signs, Inc.

SIGNED FOR LOCAL UNION 176 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

SIGNED FOR THE ELECTRIC SIGN AND LUMINOUS TUBE CONTRACTORS OF WILL AND GRUNDY COUNTIES, OTTAWA & VICINITY, KANKAKEE & VICINITY:

By: \_\_\_\_\_  
Key City Signs

SIGNED FOR LOCAL UNION 176 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President

IN WITNESS WHEREOF: The parties have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

SIGNED FOR THE ELECTRIC SIGN AND LUMINOUS TUBE CONTRACTORS OF WILL AND GRUNDY COUNTIES, OTTAWA & VICINITY, KANKAKEE & VICINITY:

By: \_\_\_\_\_  
Bushby Signs

SIGNED FOR LOCAL UNION 176 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO:

By: \_\_\_\_\_  
Business Manager

By: \_\_\_\_\_  
President