

VOICE, DATA, VIDEO (V.D.V) AGREEMENT

Between

I.B.E.W. LOCAL UNION #176

And

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

JUNE 1, 2011

VOICE-DATA-VIDEO AGREEMENT

Voice-Data-Video Agreement by and between the Eastern Illinois Chapter, National Electrical Contractor's Association 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 this Agreement.

As used hereinafter in this Agreement, the term "Association" shall mean the Eastern Illinois Chapter, National Electrical Contractor's Association, and the term "Union" shall mean Local Union 176, I.B.E.W.

BASIC PRINCIPLES

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

ARTICLE I

EFFECTIVE DATE, CHANGES, AND DISPUTES

Section 1.01 This Agreement shall take effect June 1, 2011, and shall remain in effect until May 31, 2012, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02 CHANGES OR TERMINATION OF AGREEMENT

(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

may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decision 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 local Labor-Management Committee of three members representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given to 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 representatives 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 local Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council of 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 Any grievance which is not filed in writing within thirty working days of the grievant becoming aware of the grievance shall be deemed to no longer exist.

ARTICLE II DEFINITIONS

Section 2.01 This Agreement shall cover all employees of the Employer engaged in the following types of work, regardless of the work site: the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production, telephone and telephone interconnect, facsimile, broad band and fiber optic equipment and appliances used for domestic, commercial, education and entertainment purposes.

Scope of work for this agreement to include Fire Alarms as follows:

All conduit shall be installed by Journeyman Wireman at the Journeyman Wireman rate. All pulling of wire including devices and panel terminations shall be done under the V.D.V. Agreement.

This Agreement does not cover installation of conduit systems, which properly comes under the work jurisdiction of an Inside Journeyman Wireman. This Agreement shall cover the pulling of wire through conduit, however, not the installation of conduit.

Section 2.02 The term "Union" as used hereinafter shall mean Local Union 176, IBEW. The term "Employer" as used hereinafter shall mean an individual Sound Contracting firm who has signed a Letter of Assent as herein before provided.

Section 2.03 GEOGRAPHICAL AREA - The normal construction labor market covered by this Agreement 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 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 areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act, to which this Agreement applies, plus the commuting distance adjacent thereto, which

includes the area from which the normal labor supply is secured.

ARTICLE III
MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

Section 3.01 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 3.02 The term "Employer" as used herein shall mean a person, firm or corporation having certain qualifications, knowledge, experience and financial responsibility required of anyone desiring to be an employer in the Electrical Industry that recognizes the provisions of this Agreement and agrees to fulfill the following requirements:

- a) A contractor, officer, or person to whom a contracting license is issued shall be allowed to work with the tools provided that one (1) Sound Tech has been referred to his shop. After four (4) employees are referred to the shop, such contractor shall not work with the tools.

- 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 for each four (4) employees or fraction thereof.

 - (2) 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 forth in Section 3.02(b-1) above. 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.

 - (3) 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) Maintain coverage for all employees under Workman's Compensation Insurance with a company authorized to do business in the State of Illinois.
- f) Make contributions to the Illinois Unemployment Compensation Commission for all employees.
- g) Maintain coverage for all employees under Social Security and other protective insurance as may be required by Federal or State Law.
- h) Furnish competent and adequate supervision of the work to be performed. Furnish proper tools and equipment for all work performed.
- i) Maintain all tools, equipment and vehicles owned or leased by the firm (firm's name shall be on 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 parties each week a copy of the firms 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 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.
- k) Immediately complies with any decision which may result from proper application of the dispute procedure provided for in Article II of this Agreement.
- l) Furnish First Aid and visits to Doctor and/or Hospital without loss of time. Employees injured on the job and working shall be allowed to visit the Doctor as required on Company time, without loss of time.

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.

Section 3.03 EMPLOYER RESPONSIBILITY - Certain qualifications, knowledge,

experience and financial responsibility is required of everyone desiring to be an Employer in the electrical Sound and Communications industry. Therefore, "Employer" shall mean a person, firm or corporation who is in the business of Sound contracting. The Employer shall maintain a place of business and a suitable financial status to meet the payroll requirements. The contractor's name, address and telephone number shall be on all vehicles.

Section 3.04 INSURANCE - For all Employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a Company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Local Union. All Contractors shall voluntarily elect to extend the coverage of the Illinois Unemployment Compensation Act to all Employees. Contractors must file their registration number assigned to them under the provisions of said Act with the Local Union. Contractors failure to file their registration number shall be considered as violating this Agreement.

Section 3.05 No member of Local Union #176, while he remains a member of such Local and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

Section 3.06 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 I.B.E.W. or one of its Local Unions as the 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.

Section 3.07 On all jobs requiring five (5) or more technicians, at least every fifth (5th) technician, if available, shall be fifty (50) years of age or older.

ARTICLE IV UNION RESPONSIBILITIES

Section 4.01 PRESENT MEMBERS - All employees in the bargaining unit who are members of the Local Union in good standing on the effective date of this Agreement must, as a condition of employment, maintain their membership in good standing for the life of this Agreement.

(a) New Members - Any employee who is not a member of the Local Union and any employee who is hired on or after the effective date of this Agreement must join the Local Union on or after 31 days following the effective date of this Agreement or following his date of employment, whichever is the later and must maintain his membership in good standing for the life of this Agreement. The decision with regard to the hire and tenure of the employees shall be made by the Employer. The Union agrees to furnish to the Employer such men as the Employer may from time to time request. It is the intent of the parties to this Agreement that the Union shall have the maximum Union security possible

under the law.

Section 4.02 LABOR ORGANIZATION ASSISTANCE - 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 International Brotherhood of Electrical Workers by the 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 covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence.

Section 4.03 REMOVAL NOTICE - If the Union or its representatives render assistance to other labor organizations by the removal of its members from jobs, they shall first give notice to the Employer involved before such removal takes place.

Section 4.04 UNION RESPONSIBILITY - When such removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner.

Section 4.05 (a) 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.

(b) The Local Union Business Manager will notify the NECA Chapter of any concession that will be made on a particular job. It will be the responsibility of the individual employer to contact the NECA Chapter to determine if any special conditions will apply to a particular job.

Section 4.06 REPRESENTATION - The Employer recognizes the Union as the exclusive representative of all its Employees performing work within its jurisdiction, relative to the wages, hours and other conditions of employment.

Section 4.07 Any outside firm doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than one non-resident journeyman technician. 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 4.08 STEWARDS - The Business Manager of the Union shall have the right to appoint a steward at all shops and on all jobs.

He shall notify the employer in writing as to who the steward is in a shop or on a job. The

steward shall be a working employee who, in addition to his work as a technician, shall be permitted to perform during the working hours such of his union duties as cannot be performed at other times. These duties shall be performed as expeditiously as possible. The steward shall not leave the job site to which he is assigned without permission of the employer, or the employer's representative on the job. The Business Manager shall be notified before the dismissal of any Steward. The Business Manager can remove a steward at any time.

The steward's duties shall be as follows:

- (1) Have in his possession a copy of this Agreement.
- (2) Ascertain the terms of this Agreement are being adhered to by both the employer and the employee.
- (3) Assist the Business Manager of the Union in maintaining the work jurisdiction.
- (4) Cooperate with the employer in maintaining harmonious employer-employee relations.
- (5) Stewards shall not cause a work stoppage. In case of trouble on a job or in a shop which cannot be adjusted with the employer or the employer's designated representative, such shall be referred to the Business Manager of the Union for handling as described in Article II of the Agreement.

Section 4.09 UNION DISCIPLINE - The Union reserves the right to discipline its members for violation of its rules, by-laws and Agreements.

Grievances against a foreman or general foreman while acting as a representative of any employer shall be processed against the employer as provided under the grievance procedure of this Agreement.

ARTICLE V HOURS - WAGES - WORKING CONDITIONS

Section 5.01 WORKING HOURS - Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with one-half (1/2) hour for lunch period between 12:00 p.m. and 12:30 p.m. shall constitute a work day, Monday through Friday inclusive, and five such days shall be a work week.

Workmen shall be required to report on the job, or to the shop in sufficient time to begin work at the regular starting time.

Pick-up time shall be from 4:20 - 4:30 p.m. each work day, for the purpose of putting away all tools, materials, equipment or any other property of the Employer in a safe and proper manner.

When so elected by the contractor, starting time daily on any job may be changed from 8:00 am to 7:30 am or 7:00 am at the discretion of the contractor. He must use one half hour increments with the understanding that all employees on that job or at the shop start at the same time. Regular hours for other shifts shall vary accordingly, but shall not be allowed to change daily, nor shall regular hours be changed when a 2nd or 3rd shift is started.

When so elected by the contractor multiple shifts of at least three (3) 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.

1. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swingshift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours work.
2. 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.
3. A lunch period of thirty (30) minutes shall be allowed on each shift
4. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 1/2) times the "shift" hourly rate.
5. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.
6. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 5.02 WAITING TIME - Waiting time shall be paid after 4:30 p.m. on designated pay day, however, not more than eight (8) hours in a 24 hour period shall be charged.

Section 5.03 OVERTIME PAY - 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 Sundays, holidays or days celebrated as such, shall be paid for at two times the regular straight time rate of pay.

Section 5.04 HOLIDAYS - All work performed on 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 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.

Section 5.05 RATE OF WAGES - The minimum hourly rates of pay shall be:

EFFECTIVE 6-1-11 to 5-31-12

	<u>ZONE I</u> (Will & Grundy)	<u>ZONE II</u> (Kankakee, Ottawa & LaSalle)
Top CATV Installer	\$32.40	\$31.40
Sound Technician	\$32.40	\$31.40
Foreman	\$33.90	\$32.90
General Foreman	\$35.40	\$34.40
Advanced Technician**	\$35.55	\$35.19
Master Technician***	\$39.50	\$39.10

	<u>BENEFITS</u>	
National Pension (NEBF)	3%	3%
Health & Welfare	\$10.92	\$10.92
Local Pension	\$ 5.35	\$ 5.35
Decatur Pension	\$ 3.70	\$ 3.70
S.U.B. Fund	\$ 1.11	\$ 1.11

**Advanced Tech--Wages & pensions paid at 90% of Inside JW rate

***Master Tech-Wages & pensions paid at 100% of Inside JW rate

TRAINEE SOUND TECHNICIANS

	<u>ZONE I</u>	<u>ZONE II</u>
1st period N/A 0-800 hrs-40% of Technician's rate	\$12.96	\$12.56
2nd period N/A -1600 hrs-50% of Technician's rate	\$16.20	\$15.70
3rd period 6 mo-2400 hrs-60% of Technician's rate	\$19.44	\$18.84
4th period 6 mo-3200 hrs-70% of Technician's rate	\$22.68	\$21.98
5th period 6 mo-4000 hrs-80% of Technician's rate	\$25.92	\$25.12
6th period 6 mo-4800 hrs-90% of Technician's rate	\$29.16	\$28.26

CATV TRAINEES

	<u>ZONE I</u>	<u>ZONE II</u>
1st 6 mos.-70% of Installer's rate	\$22.68	\$21.98
2nd 6 mos.-80% of Installer's rate	\$25.92	\$25.12
3rd 6 mos.-90% of Installer's rate	\$29.16	\$28.26
4th 6 mos.-95% of Installer's rate	\$30.78	\$29.83

As of August 1st, 2011, Wages will be reduced by \$1.00, (one dollar), of which seventy cents shall go to Health and Welfare, and thirty cents to Local Pension.

When Trainees are hired, due consideration shall be given their previous experience in work similar to that covered by this Agreement and they shall be credited for the equivalent value of such experience in the Trainee wage schedule.

Two new classifications as follows:

"Advanced Technician - Must have at least two (2) years as Technician and complete training and pass NICET Level III Testing (or Nationally recognized industry equivalent) in at least two of the basic 5 areas of work covered by this agreement (i.e., Sound, Data, Fire Alarms, Telephone, or Category 5 cabling).

"Master Technician - Must have at least five (5) years as Technician and complete training and pass NICET Level IV Testing (or Nationally recognized industry equivalent) in all five areas of work covered by this agreement.

Section 5.06 LAY OFF AND DISCHARGE - The Employer shall have the right to lay off Employees for lack of work or to discharge any Employee for just cause. Severance Slips: (1) Absenteeism, (2) Reporting Late Regularly, (3) Inefficiency, (4) Insubordination, (5) Dishonesty, (6) Intoxication, (7) Other. An explanation of the reasons for such discharge shall be noted on the severance slip furnished to said Employee. Said severance slips shall be furnished by the Local Union and signed by the foreman or immediate supervisor and initialed by the Steward and Employer, or Employer's representative where practical. If the Union believes any such discharge to be unjustified, the matter shall be handled as stated in Article I of this Agreement.

Section 5.07 TERMINATION - Any man reporting for work and being laid off, not having been notified the day previous of such lay off, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid off in full immediately. Any workman discharged by the Employer shall be paid all of his wages immediately. In the event that he is not paid off, waiting time at the regular rate shall be charged until payment is made, but not more than eight (8) hours will be paid in any twenty-four (24) hour period.

Section 5.08 Wages shall be paid in cash and not later than the regular quitting time of Friday of each week. No employer shall hold back more than three (3) days wages after the end of his work week. If payday falls on a legal holiday or day celebrated as such, payday shall be the day prior to said holiday. When the employer has a history of favorable credit rating, payment may be made by check. If the employee chooses pay by mail or electronic deposit, their check stub must be sent to them with a postmark no later than normal payday.

Section 5.09 TOOLS - Each Employee shall furnish his own kit of conventional tools for the type of work to which he is assigned.

V.D.V. TOOL LIST – EFFECTIVE 1/1/05

All classifications of technicians shall provide themselves with the following minimum list of tools:

Punch tool – blades replaced by contractor

RJ-45/RJ-11 crimp tool – dies replaced by contractor

Coax crimp tool (RG-59, 62 & 6)
Cat 5 strippers
Wire strippers (Miller type)
Utility knife
Wire cutters
T & B Sta-Kon tool
Lineman pliers
Channel locks (1 pair)
Flathead screwdrivers (assorted sizes)
Phillips-head screwdrivers (assorted sizes)
Sheetrock saw (hand size)
Nutdrivers (1/4" through 7/16")
Hacksaw
Hammer
Tool pouch
Volt-ohm meter
Toolbox (20"x 8 1/2" x 9" minimum w/lock or equivalent)
Scissors (1 pair linemen)
Awl
Flashlight
Tape measure
Adjustable wrench
Needle nose pliers
Torpedo level (8")

The employer shall furnish all other necessary tools or equipment. Workers will be held responsible for the tools or equipment issued to them.

Section 5.10 EMPLOYERS TOOLS - The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for proper use of tools or equipment issued to them. The Employer will provide the necessary lockers, tool boxes, or other safe place for storage of aforementioned tools.

Section 5.11 TRAVEL TIME - The Employer shall pay traveling time and furnish transportation from shop to job, job to job and job to shop. Where an Employee is required to furnish his own transportation from shop to job, job to job and job to shop within or outside the jurisdiction of the Union, he shall be reimbursed at the maximum current rate stated by the Internal Revenue Service. On work outside the jurisdiction of the Union, the Employer shall furnish board and all necessary expenses.

Section 5.12 TRAVEL TIME - No traveling time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

Section 5.13 TRANSPORTING TOOLS & MATERIALS - No workmen shall use his automobile to transport any tools or materials, except his own personal kit of tools.

Section 5.14 CODES & IMPROPER WORKMANSHIP - Employees shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specification. A technician 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 5.15 UNION ACCESS - The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 5.16 UNION LABEL - The policy of the Members of the Local Union is to promote the use of material and equipment manufactured, processed or repaired under economically sound wage, hour, and working conditions by their fellow Members of the International Brotherhood of Electrical Workers.

Section 5.17 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with safety rules and standards.

Section 5.18 JOB FOREMAN - When three (3) or more technicians are assigned to a project, one shall be designated "Foreman" and shall receive \$1.50 per hour above his/her regular hourly rate of pay. On jobs having Foremen, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman or the Employer, followed by consultation with the Foreman.

- (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 (2) Foremen are required, the employer shall appoint a General Foreman. Such General Foreman may himself have a crew of up to six (6) employees. A General Foreman shall receive \$3.00 per hour above his/her regular hourly rate of pay.
- (d) In no case may a General Foreman work with the tools.

Section 5.19 OVERTIME - The job (or shop) steward and the Foreman of employer shall consult regarding the selection of men for overtime work. The steward and foreman (if any) shall be responsible for a practical and equitable distribution of overtime. An overtime record shall be posted on all jobs by the steward, or (on small jobs) kept available for inspection by the workmen on request.

Section 5.20 OVERTIME - An exception to Section 5.19 shall be when a bona fide requirement for special skills and abilities are necessary to perform the overtime work.

Section 5.21 DRUG TESTING - The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE VI FRINGE BENEFITS & DUES

Section 6.01 N.E.B.F. - 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 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 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 6.02 HEALTH & WELFARE - The parties mutually agree to the establishment of the NECA-IBEW Local #176 Health & Welfare Fund pursuant to the terms and Agreement and declaration to trust in accordance with the provisions of the Taft-Hartley Act. Each employer shall contribute the sum of ten dollars and 92 cents (\$10.92) per hour to such Welfare fund, for each hour worked. Increase in Health & Welfare shall be applicable with Inside Agreement. Payment shall be made in accordance with the provisions of Section 6.05 and in the manner so prescribed. Such payments shall commence for the first payroll period after June 1, 2010, and shall be made monthly thereafter on forms provided; such contributions by participating employers to the Trust Fund shall be on or before the tenth (10th) 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 Welfare Fund, or as hereinafter provided. Individual employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the union, provided the employer fails to show satisfactory proof that delinquent payments have been paid the NECA-IBEW Local #176 Health & Welfare Fund.

Section 6.03 APPRENTICESHIP FUND - All employers subject to the terms of this Agreement shall contribute thirty two cents (\$.32) per hour of their labor payroll for the purpose of maintaining the apprenticeship and training program. This sum shall be due the Trust Fund by the same date as is their payment to NEBF under the terms of the Employees Benefit Agreement.

Section 6.04 WORKING DUES - 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 By-laws. Such amount shall be certified to the employer by the Local Union upon request by the employer.

Section 6.05 JOINT DISTRIBUTION ACCOUNT - 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 such manner as prescribed by the Board. It is further agreed that the "NECA-IBEW Joint Distribution Account" shall receive and disburse all contributions and/or deductions.

- a) 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 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 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 6.06 LOCAL PENSION - 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 five dollars and thirty five cents (\$5.35); 90% of the Inside Agreement rate for Advanced Technician; 100% of the Inside Agreement rate for Master Technician, per hour to such pension fund, for each hour worked. Payment shall be made in accord with the provisions of Section 6.05 and in the manner so prescribed. Such payments shall commence for the first payroll period after June 1st, 2010 and shall be made monthly thereafter on forms provided; such contributions by participating Employers to the Trust Fund shall be on or before the tenth (10th) day of the month following the month for which they are due, listing all employees alphabetically with correct Social Security numbers, to the office of said NECA-IBEW Local #176 Pension Trust Fund. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid the NECA-IBEW Local #176 Pension Trust Fund.

Section 6.07 DECATUR PENSION - Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of June 1, 1972, establishing the NECA-IBEW Pension Trust Fund (Decatur) and by any amendments to said Trust Agreement.

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

Employers working in all Zones shall pay monthly into the NECA-IBEW Pension Trust Fund (Decatur) shall contribute Three dollars and forty cents (\$3.70); 90% of the Inside Agreement rate for Advanced Technician; 100% of the Inside Agreement rate for Master Technician, per hour for each hour worked in the preceding month, by all employees covered by said Agreement starting June 1st, 2010. Said payments shall be made on the dates, in the manner and form and in accordance with the rules and regulations, as adopted by the Trustees of said fund. Payment shall be made in accord with provisions of Section 6.05.

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 6.08 S.U.B. - Establishment of Supplemental Unemployment Benefit Trust effective 1/1/94. Effective 6/1/10 one dollar and eleven cents (\$1.11) per hour shall be contributed by each contractor for each payroll hour.

Section 6.09 PAC DEDUCTION - The employer agrees to deduct and transmit to the I.B.E.W. Local #176 Political Action Fund four cents (\$.04) 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 6.10 LABOR-MANAGEMENT COOPERATION COMMITTEE - (LMCC)

(a) The parties agree to participate in a Labor-Management Cooperation Fund under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC S175(a) and S302(c)9 of the Labor Management Relations Act, 29USC S186(c)9. The purposes of this Fund include the following:

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

accomplishment of these purposes and goals.

(b) The fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said agreement and Declaration of Trust.

(c) Each employer shall contribute the sum of fifteen cents (\$.15). Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Eastern IL Chapter, NECA, or its designee, shall be the collection agent for this fund.

(d) If an Employer fails to make the required contribution to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payment. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

Section 6.11 - NLMCC

The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175 (a) and Section 3.02 (c)(9) of the Labor Management Relations Act, 29 U.S.C. §186 (c)(9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;

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

(7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

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

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

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

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.

Each employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Eastern IL Chapter, NECA, or its designee, shall be the collection agent for this fund.

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall be interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Section 6.12 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 4/10ths of 1% 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 4/10ths of 1% (.4%) 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.

ARTICLE VII NATIONAL INDUSTRY FUND

Section 7.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than 2% 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.
3. (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 agreement where the business is transacted.)

Payment is to 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
REFERRAL PROCEDURE

Section 8.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

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

Section 8.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions, or any other aspect or obligation of Union membership policies or requirements. All such selections and referral shall be in accord with the following procedure.

Section 8.05 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies:

- Group I All applicants for employment who have three (3) or more years' experience in the trade, are residents of the geographical area constituting the normal commuting area constituting the normal labor market, have passed a Sound and Communication Journeyman Technicians' examination given by a duly constituted local of the IBEW or have been certified as a Sound and Communications Journeyman Technician by any area Joint Apprenticeship and Training Committee and who have been employed in the trade for a period of at least one year in the last three years in the normal commuting area covered by the local union.
- Group II All applicants for employment who have three or more years experience in the trade and who have passed a Sound and Communication Journeyman Technician's examination given by a duly constituted local union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee.
- Group III An applicant who has a minimum of two(2) years experience in the communication industry, but does not meet the requirements of Group I or

Group II.

Group IV An applicant who does not meet the requirements of Groups I, II & III.

Section 8.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 8.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 8.08 Experience in the trade is defined as performing work covered by the Scope of this Agreement.

Section 8.09 "Normal construction labor market" is defined to mean the Geographical area as depicted in the local union agreements and following below plus the commuting distance adjacent thereto which includes the area from which 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 geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

Section 8.10 "Resident" means a person who has maintained his permanent home in the above geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 8.11 "Examinations" - 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 Sound and Communication Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three years' experience in the trade.

Section 8.12 The Local Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 8.13 An applicant who is hired and who received, through no fault of his own, work of forty hours or less, shall, upon registration, be restored to his appropriate place within his Group.

Section 8.14 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in order of their place on the "Out of Work List", and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within the GROUP.

Section 8.15 The only exception which shall be allowed in this order of referral is as follows:

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 8.16 An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter, and a Public Member appointed by both these members.

Section 8.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the applicable Local Union of Sections 8.04 through 8.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 8.18 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 8.19 A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 8.20 Apprentices shall be hired and transferred in accordance apprenticeship provisions of the Agreement between the parties.

ARTICLE IX

Section 9.01 The Local Joint apprenticeship and Training Committee (JATC) properly established between the Chapter of the National Electrical Contractors Associations (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician 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 Telecommunications 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 9.02 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.

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 subcommittee, where a subcommittee is properly established.

Section 9.03 The 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 Local Labor Management Committee for resolution.

Section 9.04 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 9.05 All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprentices standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 9.06 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer/Technician 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. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

Section 9.07 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, unless the individual has properly reapplied for the Apprenticeship program and been selected. The individual shall not be permitted to be classified as and Installer/Technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 9.08 Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ration of one apprentice to one Telecommunication Installer/Technician, or Technician level employee 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 one-to-one 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 9.09 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 in the National Guideline Standards. The total term of apprenticeship

shall not require more than three years related training.

Section 9.10 The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

Section 9.11 The apprentice is to be under the supervision of an Installer/Technician, a Technician level employee, or 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. Installer/Technicians and Technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Installer/Technician, Technician or Supervisor is required to leave or is absent from the job.

Section 9.12 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 9.13 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 Installer/Technicians to work in the jurisdiction covered by this agreement.

Section 9.14 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 of \$.32 per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE X
SEPARABILITY CLAUSE

Section 10.01 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision 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 to the applicable laws.

ARTICLE XI
CODE OF EXCELLANCE

Section 11.1: 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.


IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 22 day of July, 2011.

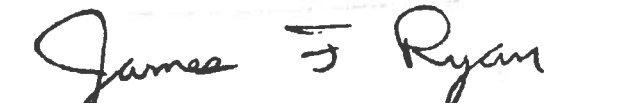
SIGNED FOR EASTERN ILLINOIS
CHAPTER, National Electrical
Contractor's Association:

SIGNED FOR LOCAL UNION NO. 176,
International Brotherhood of
Electrical Workers:


SECRETARY-MANAGER


BUSINESS MANAGER


VICE PRESIDENT


PRESIDENT

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL
PRESIDENT OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS.

