

SERVICE AND MAINTENANCE AGREEMENT

between

I.B.E.W. LOCAL #176

and

EASTERN ILLINOIS CHAPTER, NECA

June 1, 2017

SERVICE AND MAINTENANCE AGREEMENT

Agreement by and between the Eastern IL Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 176, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term Chapter shall mean the Eastern IL Chapter of NECA and the term "Union" shall mean Local Union No. 176, IBEW.

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

ARTICLE I CIR EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

EFFECTIVE DATE:

Section 1.01 This Agreement shall take effect June 1, **2017**, and shall remain in effect until May 31, **2020**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1st through May 31st of each year, unless changed or terminated in the way later provided herein.

CHANGES:

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

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

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

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

(e) When a case has been submitted to the Council, it shall be the responsibility of

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

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

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

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

GRIEVANCES/DISPUTES:

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

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

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

ARTICLE II UNION SECURITY

Section 2.01 All Employees in the bargaining unit who are members of the Union on the

effective date of this Agreement or on the date of its execution, whichever is the later, must, as a condition of employment, maintain their membership in the Union for the life of this Agreement.

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

ARTICLE III SCOPE OF WORK

Section 3.01 This Agreement covers all work assigned by the owner to the Contractor and performed by the employees of the contractors covered by this Agreement.

Section 3.02 This Agreement does not cover the work performed by the Contractor of a new construction nature, in which event said work shall be done in accordance with the existing Inside Construction Agreement between the parties.

Section 3.03 The Union and the Contractor understand that the owner may choose to perform or directly subcontract or purchase any part or parts of the work necessary on his project with due consideration given to achieving the highest maintenance standards and harmonious working conditions herein.

Section 3.04 Maintenance shall be work performed for the repair, renovation, revamp and upkeep of property, machinery, and equipment within the limits of the plant property.

(a) It is understood that "renovation" work shall be limited to changes and alterations within existing plant operations and shall not include new construction or major additions, which shall be considered as new work and will be covered by the Inside Agreement between the parties.

ARTICLE IV DEFINITION OF EMPLOYER/RECOGNITION OF UNION

Section 4.01 The term "Employer" as used herein shall mean a person, firm or corporation having certain qualifications, knowledge, experience and financial responsibility required of everyone desiring to be an employer in the electrical Industry, that recognizes the provisions of this Agreement and agrees to fulfill the following requirements:

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

(b) The parties to this agreement have agreed to administer and fund a self-bonding program which can be used by employers as defined in this agreement to comply with the bonding requirements set for in Section 4.01(c) below. This bonding program will be funded out of contributions to the Labor Management Cooperative Committee and premiums as determined by the same. The decision of how much of the employer's LMCC contribution will be set aside for this purpose will be determined by the LMCC.

(c) Each employer shall furnish a surety bond to secure payment of wages and fringe benefits set forth in the collective bargaining agreement between the parties. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer and the Local Union.

(1) \$10,000 for each employee.

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

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

(e) Maintain an adequate financial status to meet all financial obligations of an Employer under this Agreement.

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

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

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

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

(j) Maintain all tools, equipment and vehicles owned or leased by the firm (Firm's name shall be on all vehicles) and 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 the proper First Aid Kits or qualified medical care on the job site.

(k) Fabrication of all raceways, wire ways and other electrical materials except standard catalog items shall be fabricated and assembled by IBEW members with wages and benefits specifically provided for in the current Inside Collective Bargaining Agreement

and all materials shall be fabricated within the geographical jurisdiction of IBEW 176. Standard catalog items do not include items made to the special specifications of the Employer or customer.

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

(m) Forward all certified pay records on prevailing wage jobs to local union on a quarterly basis.

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

(o) 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.

(p) Maintain employees heated quarters for change house and for eating purposes. Furnish fresh water in clean container with paper cups and salt tablets. Ice water shall be furnished in warm weather.

(q) During winter months, the employer agrees to make arrangements to have available heated sanitary facilities.

(r) Furnish foul weather gear (raincoat & pants) during inclement weather.

(s) Furnish protective welding clothes and equipment.

(t) In the event that safety shoes are required and not reimbursable from the customer, the employee shall be reimbursed the amount of \$75.00 towards the purchase of safety shoes; however, such reimbursement shall be allowed no more than once (1) per employee per twelve (12) month period. The employee shall provide the Employer with a copy of receipt of purchase for safety shoes being reimbursed.

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 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 4.02 The Employers agree to recognize the Union as the exclusive bargaining representative for all employees in the different employee and work classifications set forth in Section 8.04 of this Agreement for the purpose of collective bargaining with the respect

of wages, rates of pay, hours of work and other conditions of employment.

Section 4.03 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 4.04 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 4.05 An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations

Section 4.06 Severance Slips: An employer has the right to discharge an employee for the following reasons: (1) Absenteeism, (2) Reporting late regularly, (3) Inefficiency, (4) Insubordination, (5) Dishonesty, (6) Intoxication and (7) other. An explanation of the reasons for such discharge shall be noted on the severance slip furnished to said employee. Said severance slips shall be furnished by the Local Union and signed by the foreman or immediate supervisor and initialed by the Steward and employer, or employer's representative where practical. Copies of said severance slips shall be furnished to Local Union #176, I.B.E.W., and Eastern Illinois Chapter, NECA.

Section 4.07 An Employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the employer, and who enjoys special privileges or status and/or who exercises control over the company may be deemed to be an 'owner in fact' of the company.

On behalf of any such 'owner in fact', the employer shall pay contributions to the

Fringe Benefit Funds, pursuant to the Section 20.05 (a) & (b) of this agreement, on the basis of the gross wages of a Journeyman Wireman for the hours actually worked by such individual; but at a minimum, contributions to the Health & Welfare Fund, pursuant to Section 20.03, shall be made as though such individuals worked not less than thirty (37) hours per week for fifty (50) weeks per year.

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

Section 4.08 Grievances referred to in Section 1.06, must be filed (reduced to writing) within thirty (30) days of the alleged occurrence. This provision may be waived by mutual consent of the parties when there are extenuating circumstances.

ARTICLE V SHOP STEWARD

Section 5.01 The Union will appoint one (1) working steward per shift from among the contractor's employees to act as a representative of the Union in connection with the application of this Agreement with the signatory contractor. These stewards shall be allowed reasonable time to conduct Union business.

ARTICLE VI CANCELLATION AND SUBLETTING CLAUSE

Section 6.01 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning, or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**ARTICLE VII
EMPLOYMENT REFERRAL PROCEDURE**

Section 7.01 In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 7.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 7.03 The Employer shall have the right to reject any applicant for employment.

Section 7.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 7.05 The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

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

collective bargaining agreement.

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

Section 7.06 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 7.07 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 7.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

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

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

Section 7.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 7.10 An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for

examination if he has four years' experience in the trade.

Section 7.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION:

Section 7.12 An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the List.

Section 7.13 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 7.14 (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

Repeated Discharge:

Section 7.14 (b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 7.15 The only exceptions which shall be allowed in this order of referral are as follows:

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

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

Section 7.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 7.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 7.18 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 7.19 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 7.20 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 7.21 When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

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

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

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

ARTICLE VIII WAGES

Section 8.01 Journeyman Wireman's wage rates are to be paid to all employees under the terms of this Agreement; hazard pay, and other similar fringes shall not be applicable to this Agreement.

Section 8.02 Under the terms of this Agreement, no travel allowance, mileage, or pay for travel time will be paid to any employee.

Section 8.03 Wages shall be paid in cash and not later than the regular quitting time on Friday of each week. No employer shall hold back more than three (3) days wages after the end of his work week. If a Holiday falls within the three day hold back period, payday may be deferred by one day. In any event payday can not be held over a weekend. If a payday falls on a legal holiday or day celebrated as such, payday may be the next business day. In the event that payday is on Friday and a holiday falls on Friday, payday shall be Thursday. When the employer has a history of favorable credit rating, payment may be made by check. The employee may have the option of "pay by mail" or electronic transfer if available.

Section 8.04 All members of Local 176, IBEW, should complete eight (8) hours of industry-related classroom training per contract term, sponsored or approved by the Joint Apprenticeship & Training Committee. These classes should be in addition to a course on the National Electric Code which should be completed at least once every three (3) years.

Section 8.05 Wages. Classification of employees in the bargaining unit covered by this Agreement and schedule of minimum rates applicable thereto shall be:

EFFECTIVE 6/1/2017 to 5/31/2018

	<u>ZONE I</u> (Will & Grundy)	<u>ZONE II</u> (Kankakee LaSalle)	<u>ZONE III</u> All Others
Journeyman Wireman	\$42.50	\$42.11	\$40.95
Foreman – 9% above journeyman	\$46.33	\$45.90	\$44.64
General Foreman – 16% above journeyman	\$49.30	\$48.85	\$47.50
Area Gen. Foreman – 21% above journeyman	\$51.43	\$50.95	\$49.55

BENEFITS

National Pension (NEBF)	3%	3%	3%
Health & Welfare	\$15.47	\$15.47	\$15.47
Decatur Pension	\$ 5.39	\$ 5.39	\$ 5.39
Local Pension	\$10.77	\$10.77	\$10.77
Sub Fund	\$ 3.50	\$ 3.50	\$ 3.50

APPRENTICE RATES

APPRENTICE WIREMAN – SIX (6) PERIODS

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

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

6/1/2018: \$2.65 increase to be allocated, included will be any increase that needs to be contributed for Health and Welfare as determined by the LU 176 Health fund
6/1/2019: wage reopener, coffee break language reopener, prefab language reopener and show allowance reopener

ARTICLE IX STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 9.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

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

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

Section 9.02 All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

Section 9.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 9.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 9.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 9.06 To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 9.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 9.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 9.09 Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of

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

Section 9.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

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

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

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

Section 9.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 9.12 Each job site shall be allowed a ratio of 2 apprentice(s) for every 3 Journeyman Wiremen (man).

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

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

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

Section 9.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work

may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

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

Section 9.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 9.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 9.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: one dollar and twenty cents per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE X TWENTY-FOUR(24) HOUR RULE AND MEAL ALLOWANCE

Section 10.01 All time before and after the regularly established shift hours in any twenty-four (24) hour period or on the sixth (6th) day shall be paid at the rate of time and one-half. All time worked on the seventh (7th) day and holidays shall be paid at the rate of double time. Any employee working overtime beyond his shift shall be paid overtime.

Section 10.02 When an employee is required to work more than two (2) hours of unscheduled overtime beyond his regularly scheduled shift, the contractor will arrange

either to have him receive one (1) hot meal or give him \$10.00 in lieu of the meal. This provision will be repeated after each four (4) hours of overtime thereafter.

ARTICLE XI DAY WORK SCHEDULES

Section 11.01 (a) The standard work day shall be an established consecutive eight (8) hour period between the hours of 8:00 a.m. and 4:30 p.m. during which there shall be a thirty (30) minute lunch period. Forty (40) hours per week shall constitute a week's work, Monday through Friday inclusive.

(b) On any project when the job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the contractor and the Local Union shall mutually agree to such changes.

(c) If work schedule changes cannot be mutually agreed to between the contractor and the Union, the following shall apply:

The employer, at his discretion, may vary the starting time on any job from 7:00 a.m. to 9:00 a.m. with the standard meal period to be 12:00 to 12:30 p.m. He must use one-half hour increments with the understanding that all employees start at the same time. Regular hours for other shifts, if any, shall vary accordingly. Once a shift has been changed, it cannot be changed for thirty (30) days without mutual consent. By mutual consent between the Union and the employer, the starting time may be varied by two (2) hours.

Section 11.02 All time before and after the established work of eight (8) hours, Monday through Friday, and all time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and the holidays stated in Article XV, shall be paid for at the rate of double time.

ARTICLE XII SHIFT WORK

Section 12.01 When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

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

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between

the hours of 12:30 A.M. and 9:00 A.M. Workman on the “graveyard shift” shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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

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

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

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

ARTICLE XIII INDUSTRY FUND

Section 13.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

- 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year but not exceeding 150,000 man hours.
- 2) One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

ARTICLE XIV HOLIDAYS

Section 14.01 The following seven (7) days shall constitute the legal holidays within the terms of this Agreement, except mutually agreed to changes:

New Year's Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

If any of the above holidays fall on Sunday, Monday shall be observed as the holiday; if any of the above holidays fall on Saturday, Friday shall be observed as the holiday. For premium pay purposes, holidays celebrated as such shall be utilized for the computation of overtime pay. Any employee who takes off Veteran's Day will not be discriminated against for taking the day off work.

ARTICLE XV CALL-INS

Section 15.01 When an employee or new hire reports to work on any shift between the established hours of his regular work and is not given the opportunity to work because none was available and was not notified before the completion of the previous day's work, he shall be paid two (2) hours reporting time.

When employees start to work, they shall be paid not less than four (4) hours, and if they work beyond the four (4) hours, they shall be paid a minimum of eight (8) hours. It shall be the contractor's prerogative whether or not to stop work.

If an employee refuses to start or stop work on his own volition, the minimum set forth herein shall not apply.

Section 15.02 A call-In shall be defined as notification to report for work by whatever means to an employee for work outside of his regular shift or regularly scheduled day off or holiday.

Call-Ins, as defined above, shall be paid in accordance with one of the following categories:

(a) A Call-In of four (4) hours or less, prior to and continuous with an employee's scheduled shift, shall be paid for on the basis of hours actually worked at the applicable overtime rate.

(b) When an employee is called in to work at or after the established starting time on Saturday, Sunday, scheduled day off or holidays, he shall be paid under the 4-8 hour principle at the applicable overtime rate for that day except when his Call-In is prior to and continuous with his normal work hours.

(c) If there is an overlapping of a man's time from the 5th day to the 6th day, the 6th day to the 7th day or holidays as a result of a Call-In from one day to the next, the employee shall be paid under the 4-8 hour plan as outlined in subsection (b) above.

However, the highest prevailing overtime rate shall be applicable to all hours worked, but at no time will he receive the 4-8 hour guarantee more than once for any one Call-In.

Section 15.03 On a Call-In when guaranteed hours prevail the employee may be required to work the necessary time guaranteed by the Contractor. If an employee shall stop work for reasons of his own and without the approval of the Contractor representative, he shall be entitled to pay only for the hours actually worked in the day, and the four (4) and eight (8) hour minimum conditions shall not apply.

Section 15.04 When the Contractor exercises his prerogative to allow an employee to leave the job upon completion of the emergency work, remaining employees shall receive the same consideration upon completion of their portion of the emergency work.

ARTICLE XVI FOREMAN/SUPERVISION

Section 16.01 The Contractor reserves the right to send into the area of work as many non-bargaining unit supervisors and engineering personnel as it deems necessary to effectively administer the supervisory and engineering function necessary to carry out the work under this Agreement.

The Contractor shall determine need and number of necessary foreman and/or general foreman or top hourly supervisor which shall be employed on a project.

Section 16.02 A Foreman/General foreman may be called for by name by an employer, outside the normal referral system. However such supervisor must remain at a supervisory position and rate of pay for six (6) months or as long as he is still employed, whichever is shorter. It is understood that a Foreman called-out by name must supervise at least one other journeyman. If a job is three (3) months or more, the Foreman-by-Call may work alone the first two weeks and the last two weeks of the three-month or more job; however, it must be the same foreman-by-call at the beginning and at the end of every job in which that is done.

ARTICLE XVII TOOL ROOMS

Section 17.01 The parties agree that it shall be the owner's prerogative to maintain and operate a general centrally located tool room and warehouse. The Union agrees that the manpower required for the operation of the centrally located tool room and warehouse may at the owner's option be employed directly by them.

Section 17.02 If it is the intention of the Contractor to establish area tool rooms and warehouses as required for efficient service in the plant, these area tool rooms and warehouses will be manned under the terms of this agreement.

**ARTICLE XVIII
FIRST AID AND SAFETY**

Section 18.01 The Employees covered by the terms of this Agreement shall at all times while in the employ of the Company be bound by the safety rules and regulations as established by the owner. These rules and regulations are to be posted at conspicuous places throughout the plant.

**ARTICLE XIX
PROJECT RULES**

Section 19.01 It is agreed that project rules and regulations will be limited to safety and security, and will be prepared and distributed among the men on the job by the Contractor, provided such rules do not conflict with or contravene terms of this Agreement.

Section 19.02 It is further agreed that violation of these project rules and regulations is direct and just cause for disciplinary action, including immediate discharge.

**ARTICLE XX
FUNDS**

Section 20.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Section 20.02 Savings Plan - All employers signatory to this Agreement shall deduct the amount of \$1.50 per hour from each journeyman for the purpose of a vacation/savings plan and shall pay this amount monthly to the I.B.E.W. Local #176 Savings Fund for the purpose of providing a savings plan pursuant to the terms and conditions of the Agreement and declaration of trust establishing the I.B.E.W. Local 176 Savings Fund. These payments shall be reported monthly in accordance with Section 20.05. Savings deductions for apprentices shall be as follows:

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

Section 20.03 The parties mutually agree to the establishment of the NECA-IBEW Local #176 Health & Welfare Fund pursuant to the terms and Agreement and declaration of trust in accordance with the provisions of the Taft-Hartley Act. Each employer shall contribute the sum of **fifteen dollars and forty-seven cents (\$15.47)** per hour to such welfare fund, for each hour worked (of which \$1.60 is allotted to the MSA in all zones) effective June 1, **2017**. Payment shall be made in accord with the provisions of Section 3.17 and in the manner so prescribed. Such payments shall commence for the first payroll period after June 1, **2017**, and shall be made monthly thereafter on forms provided or ePR.LIVE; such contributions by participating employers to the Trust Fund shall be paid on or before the fifteenth (15th) day of the month following the month for which they are due, listing all employees alphabetically, with correct Social Security numbers, to the office of said NECA-IBEW Local #176 Health & Welfare Fund. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid to the NECA-IBEW Local #176 Health & Welfare Fund.

Section 20.04 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) **five dollars and thirty-nine cents (\$5.39)** per hour for each hour worked in the preceding month, by all employees covered by said Agreement starting June 1, **2017**. 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 the provisions of Section 20.05.

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 20.05 (a) The parties agree that all contributions and/or deductions referred to in this Agreement shall be reported on form MPR-144 or ePR.LIVE online provided by the NEBF Board No. 134, in the manner described by the Board.

(b) All contributions or deductions provided in this Agreement are due no later than the fifteenth (15th) day of the succeeding month. Any payments received after the fifteenth (15th) day of the succeeding months shall be subject to an immediate penalty of \$100.00, plus 5% of the total monies due. Payments must be postmarked by the 14th. Payments received after the twenty-fifth (25th) day of the month shall be subject to an additional penalty of \$200.00 plus an additional 5% of the total monies due. Employers failing to remit by the last day of the month shall be considered to have breached this Agreement and shall be subject to an audit to be conducted at their expense. If such audit determines that prior contributions or deductions have not been in accordance with the terms of this Agreement, the employer Distribution Account. Individual employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid the various funds.

Section 20.06 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 **ten dollars and seventy-seven cents (\$10.77)** per hour to such pension fund, for each hour worked starting June 1, **2017**. Payment shall be made in accord with the provisions of Section 20.05 and in the manner so prescribed. Such payments shall commence for the first payroll period after June 1, **2017**, and shall be made monthly thereafter on forms provided; such contributions by participating employers to the Trust Fund shall be on or before the fifteenth (15th) day of the month following the month for which they are due, listing all employees alphabetically with correct Social Security numbers, to the office of said NECA-IBEW Local #176 Pension Trust Fund. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the employer fails to show satisfactory proof that delinquent payments have been paid the NECA-IBEW Local #176 Pension Trust Fund.

Section 20.07 On shift work, eight (8) hours benefits will be paid for a seven and one-half (7-1/2) or seven (7) hour shift, when worked.

Section 20.08 The Employer agrees to deduct and forward to the Financial Secretary of the

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

Section 20.09 The employer agrees to deduct and transmit to the I.B.E.W. Local #176 Political Action Fund five cents (\$.05) per hour from the wages of each employee who voluntarily authorizes such contributions on the forms provided for that purpose. These transmittals shall occur on or before the fifteenth (15th) day of the month following the month for which they are due and shall be accompanied by a list of the names and Social Security numbers of those employees for whom such deductions have been made, and the amount deducted for each such employee.

ADMINISTRATIVE MAINTENANCE FUND (AMF)

Section 20.10 Each employer signatory to a Letter of Assent binding it to this Agreement shall contribute to NECA an amount equal to 8/10ths of 1% of its respective gross monthly labor payroll for NECA's administration of the **Administrative Maintenance Fund** (referred to as "**AMF**").

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

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

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

The 8/10ths of 1% (.8%) may be adjusted by the parties in future negotiations based upon actual operating expense as certified by an independent certified public accountant selected by NECA.

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

Section 20.11 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

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

Section 20.12 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 20.13 Each employer shall contribute the sum of seventeen cents (\$.17) per hour. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Eastern IL Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 20.14 If an Employer fails to make the required contributions to the Fund, the

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

Section 20.15 Establishment of Supplemental Unemployment Benefit Trust effective 1/1/94. Effective 6/1/17 **three dollars and fifty cents (\$3.50)** per hour shall be contributed by each contractor for each payroll hour.

ARTICLE XXI NLMCC

Section 21.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

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

Section 21.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 21.03 Each employer shall contribute one cent (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Eastern IL Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 21.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XXII DRUG POLICY

Section 22.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XXIII PROTECTIVE LEGISLATION

Section 23.01 All employees covered by this Agreement shall have the protection of all

existing federal, state and local laws applicable to employees in general.

**ARTICLE XXIV
CODE OF EXCELLANCE**

Section 24.01 The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

**ARTICLE XXV
SEPARABILITY**

Section 25.01 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

