

NORTHEASTERN ILLINOIS CHAPTER OF NECA

AND

LOCAL UNION 117, IBEW

INSIDE LABOR AGREEMENT

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INSIDE CONSTRUCTION AGREEMENT

This is the Agreement by and between the Northeastern Illinois Chapter Elgin Division of the National Electrical Contractors Association and Local Union 117, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter and/or Division" shall mean the Northeastern Illinois Chapter of NECA and the term "Union" shall mean Local Union 117, IBEW.

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

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the electrical industry. Progress in this industry demands a mutuality of confidence between the Employer and the Union. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the public so that all will benefit by continuous peace and by adjusting any 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 - TERM OF THE AGREEMENT

SECTION 1.01 EFFECTIVE DATE

(a) This agreement shall take effect June 2, 2025 and shall remain in effect through May 28, 2028 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the Monday closest to June 1, through the Sunday closest to May 31, of each year, unless changed or terminated in the way later provided herein.

SECTION 1.02 CHANGE OR TERMINATE –

(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 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 MUTUAL CONSENT & APPROVAL - 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 GRIEVANCES - DISPUTES - 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.

(a) There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 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.

(b) 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.

(c) All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee, two (2) 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.

(d) 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 1.05 PREVAILING CONDITIONS - 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 1.06 GRIEVANCE - Any grievance, which is not brought to the attention of responsible opposite parties to this agreement, in writing, within ten working days of its occurrence, shall be deemed to no longer exist.

ARTICLE II

RETROACTIVE CLAUSE

SECTION 2.01 RETROACTIVE CLAUSE - The first meeting of the Joint Negotiation Committee shall be held within the first week after proper notice is given. Any matter in dispute by the anniversary date of this Agreement, which is ultimately settled, shall be retroactive to the anniversary date of the Agreement.

ARTICLE III

EMPLOYERS RIGHTS - UNION RIGHTS

SECTION 3.01 EMPLOYER RESPONSIBILITY - Certain qualifications, knowledge, experience and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing not less than one Journeyman Wireman.

SECTION 3.02 EMPLOYEE CONTRACTING - No applicant or employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

SECTION 3.03 PRESENT MEMBERS – All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

SECTION 3.04 INSURANCE - For all employees covered by this Agreement, the Employer shall carry Worker'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 Labor-Management Committee. 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 the said Act, with the Labor-Management Committee. Contractor's failure to file their registration number shall be considered as violating this Agreement.

SECTION 3.05 OWNER IN FACT - 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 exercise 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 Benefits Funds, pursuant to Articles VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII of this Agreement, on the basis of the gross wages of the journeyman for the hours actually worked by such individual, with the exception of Article XII Health and Welfare only, a minimum, contributions shall be made as though such individuals worked not less than one thousand seven hundred and fifty (1,750) hours per year. Any Employer who has four employees or less and cannot make the minimum monthly hour contribution of 146 hours shall notify the fund office and the Local Union office each month. If it is discovered that an Owner in Fact has been under reporting hours and after Labor/Management Committees' discussion their status of Owner in Fact may be revoked.

All 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 binding upon the parties. Should the committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.04 of this Agreement.

There shall be no restrictions that prohibit an owner from working with the tools beyond any applicable limitations listed within this Agreement. However, any owners who are working with the tools must comply with all of the provisions of this agreement.

SECTION 3.06 DAVIS-BACON – The Employer shall complete Davis-Bacon Wage and Fringe Benefit Determination forms for Federal and State projects after a job award and return completed forms immediately to the Local Union Office. Local Union 117 I.B.E.W will provide the forms.

SECTION 3.07 AGE RATIO CLAUSE - On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

SECTION 3.08 CANCELLATION, VIOLATION, SUBLETTING, ASSIGNING

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, alternation, painting, or repair of a building, structure of 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 provisions of this agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 3.09 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 3.10 UNION RESPONSIBILITY - When such removal takes place, the Union or its representatives shall direct the employees on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

SECTION 3.11 UNION RECOGNITION - (a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

SECTION 3.12 UNION ACCESS - A representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement.

SECTION 3.13 BETTER TERMS AND CONDITIONS - 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 concessions.

SECTION 3.14 TRAVELING CONTRACTOR – An Employer signatory to a collective bargaining agreement or to letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union’s jurisdiction into this Local’s jurisdiction and up to two bargaining unit employees per job from that Local’s jurisdiction to this Local’s jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

SECTION 3.15 STEWARDS - 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 journeyman, shall be permitted to perform during the working hours such of his union duties as cannot be performed at other times without loss of pay. 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 steward shall be the last man laid off from the job, with the exception of the foreman, providing the Employer has been notified of the appointment. The Business Manager can remove a steward at any time. If, in the opinion of the Employer, the steward is not performing his duties impartially, the Employer and the Business Manager of the Union shall meet within twenty-four (24) hours and adjust the difficulty to the mutual satisfaction of both parties. If they are unable to reach an agreement the problem will be referred to the Labor-Management Committee.

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 this Agreement. Under no circumstances, shall a steward be discriminated against, at any time, by an Employer, because of the faithful performance of his duties as a steward.

SECTION 3.16 MANAGEMENT RIGHTS - 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.

The Employer shall have the right to call foreman by name provided:

1. The employee is on Book I for a minimum of 14 consecutive days.
2. The Employer shall notify the Business Manager of the individual who is to be requested for employment as a foreman. Upon such request, the Business Manager shall refer said foreman, provided the name appears on the Group I list
3. When an employee is called as a foreman, he must remain as a foreman for one Thousand (1,000) hours or must receive a "Reduction in Force"
4. On foreman call outs that are less than fourteen (14) days the member will be reinstated at his or her appropriate spot on the "Out of Work List". This member will not be eligible for a fourteen (14) day call until the short calls have gone through the entire out of work list and back to the member who was called out as a foreman. A member can only be called out as a foreman two (2) times in a calendar year. All other foreman call out language will remain the same.

SECTION 3.17 BONDING –

(a) Effective June 1, 2015, each Employer shall furnish a Surety Bond, on a form provided by the Local Union, as jointly adopted by the parties to this Agreement, in increments of \$10,000.00 per employee for up to five employees and thereafter in increments of \$50,000.00 for each additional one (1) to five (5) employees employed under this Agreement, to secure payments of all amounts due for wages, fringe benefit contributions, working dues and other contractual obligations required both by this Agreement and the policies of the fringe benefit funds, including liquidated damages, audit costs and attorney's fees. The bond shall provide that it may not be terminated without a thirty (30) day prior written notice to the Employer and the Local Union

(b) Any Employer who employs five (5) or fewer employees under this Agreement, may, in lieu of a Surety Bond as described in subparagraph (a) above, provide a Cashier's Check payable to the IBEW 117 Trust Funds in the amount of \$10,000.00 for each employee employed under this Agreement to secure payments of all amounts due as listed above. A Cashier's Check furnished herein shall remain deposited with the IBEW 117 Trust Funds until (1) the employer furnishes a replacement Surety Bond, or (2) the Employer ceases all operations. In either event, the amount deposited will not be returned until the Trust Funds and the Union has had an opportunity to verify, by audit or by such other means as they determine reasonable, that all amounts owed hereunder have been paid. These alternative bonding arrangements are applicable for a two-year period.

(c) The Labor-Management Cooperation Committee, as referenced in Article XII of this Agreement, has established a Master Wage and Benefit Bond Program. The requirements of Section 3.17 of this Agreement are therefore superseded by the LMCC Master Wage and Benefit Bond Program for those signatory Employers who are covered through that program. For those Employers who are not covered by the LMCC Master Wage and Benefit Bond Program, the existing provisions of Section 3.17 (a) will apply. It is further understood that this amendment stands by itself and in no way signifies those additional changes to the Agreement will result from this amendment.

SECTION 3.18 The Employer's name, address and telephone number shall be on all trucks.

ARTICLE IV

REFERRAL PROCEDURE

SECTION 4.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of 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 4.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

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

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

SECTION 4.05 **APPLICANTS REGISTER** - 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 IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, or have at least twelve thousand (12,000) hours experience in the trade, and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by a collective bargaining agreement.

Group I Status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by

any Inside Joint Apprenticeship and Training Committee, or have at least twelve thousand (12,000) hours experience in the trade.

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

SECTION 4.07 The Employer shall notify the Business Manager promptly of the names, addresses and social security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

SECTION 4.08 AREA DEFINITIONS - "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:

COUNTY	TOWNSHIPS
McHenry	All
Cook	That portion covered in the Bylaws of L.U. 117.
Kane	Hampshire, Rutland, Dundee, Burlington, Plato, Elgin, Virgil, Campton and St. Charles, except the West 1/2 of section 26, all of Section 27, South 1/2 of Section 28, all of Section 33, all of Section 34, and the West 1/2 of of Section 35, and the St. Charles School for Boys in St. Charles township; all 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.

SECTION 4.09 RESIDENT - means a person who has maintained 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 at his permanent home.

SECTION 4.10 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 Inside Construction 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 four years' experience in the trade.

SECTION 4.11 REGISTRATION - The Union shall maintain an “Out of Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

SECTION 4.12 An applicant who has registered on the “Out of Work List” must renew his application every thirty days or his name will be removed from the “List”.

SECTION 4.13 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 4.14 REFERRAL ORDER - 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 places 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 Group.

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 the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

SECTION 4.15 EXCEPTIONS - The only exceptions which shall be allowed in this order of referral is 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 4.16 APPEALS - An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a public member appointed by both these members.

SECTION 4.17 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 Section 4.01 through 4.15 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 Local Union. The Appeals Committee

is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

SECTION 4.18 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 4.19 PUBLIC NOTICE - A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

SECTION 4.20 APPRENTICES - Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

SECTION 4.21 REVERSE ORDER OF LAYOFF BY BOOK WHEN REDUCING WORK FORCE WITHIN COMPANY - When making reductions in the number of employees due to lack of work, Employers shall use the following procedures:

- (a) Temporary employees, if any are employed, shall be laid off first. 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.

SECTION 4.22 An Employer shall have the right to recall for employment any former employee that the employer has laid off, provided:

- (a) The employee being recalled had worked for the employer for thirty (30) working days prior to being recalled.
- (b) The time elapsed since the last layoff from the employer has not exceeded a period of seventy-five (75) working days;
- (c) The former employee is on the highest priority referral list regardless of the individual's position on the list and has not quit or been terminated for cause from last job.
- (d) The former employee is not an apprentice.
- (e) An employee may only be recalled by an employer two (2) times per year or by mutual consent with the Business Manager.

Employer must notify the Local of names of Local members on in house furlough and expected duration of said furlough. Employers are not eligible for recall if they have any employees on in-house furlough. A local

member contacted for recall shall have the same rights under this Agreement to refuse that particular job call as he or she may have to refuse any other job call.

SECTION 4.23 FURLOUGH— When an employee participates in a shop or in house lay-off that exceeds thirty (30) working days, the employee shall have the option to request an unconditional lay-off which will not affect his/her state unemployment benefits rights.

ARTICLE V HOURS-WAGES-WORKING CONDITIONS

SECTION 5.01 WORKING HOURS

(a) Eight (8) hours work between the hours of 6:00 a.m. to 4:30 p.m. with thirty minutes for a lunch period between 12:00 and 12:30 shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek.

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

There shall be a ten (10) minute pickup time at the end of the shift for the purpose of putting away all tools, materials, equipment or any other property, of the Employer in a safe and proper manner.

Wages shall be paid weekly in cash, by check, or by electronic payment transfer. Wages shall not be paid later than quitting time after thirty-two (32) regular working hours following the close of the payroll period, which shall be Sunday, midnight and not more than four (4) days wages may be withheld at any time. Waiting time shall be paid after 3:30 p.m. or 4:30 p.m., whichever is the normal quitting time for that job, on the designated payday; however, not more than eight (8) hours in any twenty-four-hour period shall be charged. Any employee laid off or discharged, shall be paid his wages immediately. All trainees shall be paid off in full when transferred by the JATC. Starting May 31, 2010, any contractor can implement electronic transfer of payroll checks. If an employee does not want electronic transfer the employee will have the option to have his or her check mailed to them or pick up his or her pay check at the shop on their own time. Any contractor who mails checks must have them postmarked within thirty-two (32) regular working hours after the pay period ends. Employers who do not implement electronic transfer of payroll checks, along with all calls of fourteen (14) days or less, layoffs and fires must pay employees in full and in person.

(b) When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight (8) 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 of pay plus ten percent (10%).

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. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus fifteen percent (15%) 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.

SECTION 5.02 OVERTIME PAY & HOLIDAYS - All work performed outside the regularly scheduled working hours on Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at the rate of double the straight time rate of pay, with the exception of Monday thru Friday from 4:30 p.m. to 8:30 p.m. (i.e. four hours after the regular shift ends) and Saturday 8:00 a.m. to 4:30 p.m. which shall be paid for at time and one-half the straight time rate of pay. Should any of the mentioned holidays fall on Sunday, the Monday following shall be observed. Notice shall be given and approval shall be obtained from the Business Manager before any overtime work shall be performed, however, work of an emergency nature will be exempt from the above, provided notice of emergency will be given to the Business Manager as soon as possible. See attached Side Letter to Inside Agreement.

SECTION 5.03 LABOR DAY - No work shall be performed on Labor Day except in case of emergency and then only after permission is granted by the Business Manager of the Union.

SECTION 5.04 WAGE RATES - The minimum rate of wages shall be as follows:

AREA FOREMAN	\$14.75 or *25%	above Journeyman Wireman Scale per hour.
GENERAL FOREMAN	\$9.00 or *15%	above Journeyman Wireman Scale per hour.
FOREMAN	\$5.00 or *10%	above Journeyman Wireman Scale per hour.

***Effective June 1, 2026:** A Foreman who has completed a minimum of eight (8) hours of the Field Leadership Course, or an equivalent program as determined by the JATC Board, shall receive a percentage increase above the Journeyman Wireman wage scale listed above. To maintain eligibility for this increase, the training must be repeated every four (4) years. Proof of completion shall be provided to the JATC.

Effective June 2, 2025 - \$4.85 per hour total package increase. \$.50 shall be allocated to the NEIB pension fund from total package increase. No less than \$0.75 shall be allocated to the pension fund from the total package increase based on actuarial recommendation.

Effective June 1, 2026 - \$4.85 per hour total package increase. \$.50 shall be allocated to the NEIB pension fund from total package increase. No less than \$0.75 shall be allocated to the pension fund from the total package increase based on actuarial recommendation.

Effective May 31, 2027 - \$4.85 per hour total package increase. \$.50 shall be allocated to the NEIB pension fund from total package increase. No less than \$0.75 shall be allocated to the pension fund from the total package increase based on actuarial recommendation.

In each of the 3 years, if increases to the Family Medical Care Plan contribution rate is required, the increase shall be allocated from the total package increase.

AMF and NECA are in addition to these amounts.

Apprentices

1 ST Period	40% of Journeyman Wireman Rate
2 ND Period	45% of Journeyman Wireman Rate
3 RD Period	55% of Journeyman Wireman Rate
4 TH Period	65% of Journeyman Wireman Rate
5 TH Period	75% of Journeyman Wireman Rate
6 TH Period	85% of Journeyman Wireman Rate
	100% of Journeyman Wireman Rate

These percentages will go into effect commencing with the next First Year class and will apply to that class and all first-year classes that start thereafter.

SECTION 5.05 WORKING DUES – 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.

Deduct 10% of gross wages for Personal Account fund (see Art. XIII)

THE EMPLOYER SHALL ALSO CONTRIBUTE:

1. (Per Appendix A) % of gross wages for J.A.T.C (see Art. IX)
2. (Per Appendix A) % of gross wages for Health and Welfare (see Art. XII)
3. (Per Appendix A) % of gross wages for Local Pension (see Art. XIV)
4. (Per Appendix A) % of gross wages for Administrative Maintenance Fund (see Art. XV)
5. \$0.01 per hour worked for National Labor Management Cooperation Comm. (See Art. XVII)
6. (Per Appendix A) Cents per hour worked for Labor Management Cooperation Committee (See Art. XVI)
7. 3% of gross wages for N.E.B.F. (see Art. X)
8. (Per Appendix A) Cents per hour worked for N.E.I.B. (see Art. X) allocations stated in SECTION 5.04

Gross Wages shall include all wages paid to employees including straight time and overtime as required by the collective bargaining agreement, but shall not include discretionary bonuses paid by the employer to the employee except where it is determined that such discretionary bonus is paid in lieu of wages (straight time and overtime), shift work differential and other premium pay provisions as required under the terms of the collective bargaining agreement.

SECTION 5.06 FOREMAN - On all jobs requiring five (5) or more employees, one (1) shall be designated as Foreman by the Employer. No Foreman shall handle more than ten (10) men to a crew. A General Foreman shall be appointed after twenty - two (22) men are on one job, an additional General Foreman will be added for every twenty-two (22) men thereafter. An Area Foreman shall be appointed after fifty (50) men are on one job. The Foreman, the General Foreman and the Area Foreman shall be a member of the bargaining unit covered by this agreement. General Foremen are not prohibited from working with the tools or stockpiling materials, however they should not perform such duties continuously throughout the workday, or during overtime hours, to the extent that it would result in the reduction of a position for a Journeyman.

SECTION 5.07 JOB DIRECTIONS - On jobs having a foreman, workpeople are not to take directions or orders or accept the layout of any job from anyone except the foreman, General Foreman or employer.

SECTION 5.08 TERMINATION - Any workperson reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours wages in order to gather their tools and personal belongings and shall be paid off in full immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made. Waiting time shall be paid after 4:30 p.m. on designated payday; however, not more than eight (8) hours in any twenty-four (24) hour period shall be charged.

SECTION 5.09 REPORTING TIME - When workpeople, who have been accepted for employment and are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours' pay unless notified one hour before starting time. When employees cannot report for work, they must notify the employer one hour before starting time. Failure to do so shall make such employee subject to disciplinary action by Employer.

SECTION 5.10 SHOP OR JOB SITE - When the employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances the job site shall be considered the city in which the shop is located.

SECTION 5.11 EMPLOYEE TOOLS - Workpeople covered by the terms of this Agreement shall provide themselves with the following tools:

- (2) pair of slip-joint pliers
- Long nose pliers
- Side cutting pliers
- 8" diagonal cutting pliers
- Wire strippers
- Tin snips
- Adjustable wrench (10")
- Assortment of twist drills to 1/2"
- Tap wrenches & taps to 1/4"-20
- 6' folding rule or tape measure
- Allen wrenches to 1/2"
- Knife
- Cold chisel (12" length)
- Wood chisel
- Torpedo level
- Combination square
- Claw hammer
- Pencil
- Scratch awl
- Center punch
- Hacksaw frame
- Set of hollow stem nut drivers, sizes 3/16" - 1/2"
- Screwdrivers: straight blade, phillips, stubby
- Fuse puller
- Chalk line
- K.O. punches 1/2" - 1 1/4"
- Chain wrench
- Flash light or headlamp
- Digital multimeter
- Non-Contact voltage tester
- Current NEC code books

When twist drills, taps and K.O. tools are broken on the job, they shall be replaced by the employer. No power tools shall be supplied by the employee.

SECTION 5.12 EMPLOYERS TOOLS - The Employer shall furnish all other necessary tools or equipment. Workpeople will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe places for storage.

Employees shall sign an acceptance form when the employer furnishes personal safety equipment. The Employer may deduct, at fair market value, from the final pay, for any personal safety equipment not returned by the employee at the completion of employment.

SECTION 5.13 CODES - Workers shall install all electrical work in a safe and workmanlike manner in accordance with the contract specifications and not less than the minimum requirements of the National Electrical Code and or governing authority. Contractors shall provide the workperson covered by this agreement with suitable stickers which shall be placed in all entrance service cabinets showing the name of the shop.

SECTION 5.14 JOB SITE SIGNS - On all new construction the contractor shall have a job site sign giving his name, address and/or telephone number, which shall remain in plain sight until the job is completed.

SECTION 5.15 IMPROPER WORKMANSHIP - A Journeyman covered by the terms of this Agreement shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours.

SECTION 5.16 TRAVEL TIME - The employer shall pay traveling time at the straight time hourly rate and furnish transportation from shop to job, job to job, job to shop. Where an employee agrees 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 current I.R.S. acceptable mileage deduction. On work outside the jurisdiction of the Union - the employer shall furnish board and all necessary expenses.

SECTION 5.17 TRAVEL TIME - No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workers are ordered to report on the job.

SECTION 5.18 TRANSPORTING TOOLS & MATERIAL - No work person shall use their vehicle to transport any tools or materials, except his own personal kit of tools.

SECTION 5.19 JOB FOREMAN - No Foreman of one job shall at the same time, perform work on another job, if said jobs conflict with the provisions of Article V, Section 5.07.

SECTION 5.20 MATERIAL PROCESSING - The fabrication and assembling of all electrical conduit and equipment, other than what is done by manufacturers, to be used or installed at jobsites located in the jurisdiction of Local 117 IBEW, shall be performed by IBEW members with wages and benefits specifically provided for in the current Inside collective bargaining agreement-during this contract period.

SECTION 5.21 OVERTIME - The job (or shop) Steward and the Foreman or 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 workpeople on request.

SECTION 5.22 SEVERANCE NOTICE - Severance notices in triplicate will be supplied to the Employer and upon employee's severance, severance notice will be filled out and copies sent to respective interested parties. Any and all severances will be completed on forms provided to Employers by the Local Union.

SECTION 5.23 ON-CALL / STAND-BY COMPENSATION – When a workman covered under this Agreement is designated as “On-Call” or on “Standby” for work on a Saturday and/or Sunday and/or holiday to satisfy customer requirements or the terms of an employer contract, the workman shall receive not less than two (2) hours of total payroll package compensation at double the workman's normal rate, or compensation for actual time worked, whichever is greater.

ARTICLE VI

SAFETY

(a) There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this committee shall be to develop and recommend safe work rules to the parties to this agreement for general dissemination and possible inclusion in this Agreement. This Committee shall meet at least once every quarter and also when called by the Chairman or when called by a majority of the current committee members.

(b) Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the union objects to the establishment and imposition by the employers of additional or more stringent safety rules to protect the health and safety of the employees.

(c) The Safety Booklet approved by the Joint Safety Committee shall be made a part of this Agreement and available through the Local Union office, as an official addendum to this Agreement.

(d) On all energized circuits or equipment carrying 277 volts or over phase to phase or phase to ground, as a safety measure, two (2) or more workmen must work together. All work performed on energized circuits of 600 volts or more, phase to phase, or phase to ground shall be paid at double the regular straight time rate of pay. The 600-volt provision applies only to inside work. In no case, shall journeymen wiremen while splicing cable, be required to work on energized cables carrying in excess of 480 volts phase to phase or phase to ground.

(e) On any jobs where workmen are required to wear any type of radiation detection device, an additional fifty (50) cents per hour will be added to the journeyman's rate of pay to the workmen who are required to wear the device.

(f) It shall be the responsibility of the contractor to file a copy of all accident reports with the Safety Committee through the Business Manager.

(g) On all jobs where an employee must work below grade in contained areas where gas or fumes may be present, the area shall be tested for safety before entry.

(h) It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE VII

SUBSTANCE ABUSE

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 and impairment should contain a strong rehabilitation component. The local parties recognize 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 VIII

CODE OF EXCELLENCE

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performances, 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 IX

APPRENTICESHIP AND TRAINING

SECTION 9.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 6 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members 3 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 consideration 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 a total number of apprentices not to exceed a ratio as per Section 9.12.

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 procedure.

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 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 two (2) apprentices for every three (3) Journeyman Wireman.

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 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, 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 1946 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, material, 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 party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is the applicable percentage rate listed in Appendix A of gross monthly payroll. 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.

SECTION 9.17 The Employer and the Union may, by mutual agreement, allow the JATC to assign indentured apprentices in excess of the maximum ratio established above.

ARTICLE X

N.E.B.F.

SECTION 10.01 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: (1) an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by the employees in this bargaining unit; and (2) (the amount set forth in Section 5.05), such amount to be no less than 50 cents for each hour worked for each classification, for the NEBF National Electrical Individual Benefit (NEIB) for 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.

ARTICLE XI

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

SECTION 11.01 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 XII

HEALTH AND WELFARE

SECTION 12.01 All employer signatory to this agreement shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all employees who are part of the bargaining unit.

The contributions required under this Agreement for each employee described in paragraph 1 shall be made, at the rates set by the Board of Trustees for the Fund. Currently the base coverage rate for Journeymen Wireman, fourth year Apprentices and fifth year Apprentices for Plan 18 coverage is **(See Appendix A.)** These contributions shall be due on the 15th day of the month following the month in which work is performed.

Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 18. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 18.

The Employer adopts and agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust and Plan creating the NECA/IBEW Family Medical Care Trust Fund as fully as if the Employer was an original party. The Employer acknowledges receipt of these documents. The Employer designates the management Trustees as its representative on the Fund and authorizes the Trustees to enter into appropriate agreements for the administration of the Fund. The Employer agrees to be bound by and to ratify all actions taken by the Trustees pursuant to the powers granted them under the Trust Agreements.

SECTION 12.02 Every Employer shall be required to file a properly executed report in duplicate, on forms furnished by the office of the Administrator of the Fund, of the hours worked by each employee covered by this Agreement for every calendar month, together with the contributions due and owing the funds as reflected by said report.

SECTION 12.03 Said reports shall be filed on or before the 15th of the month following the month for which the report is due. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to twenty (20) percent of the amount of contributions which are owed for said month. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain, however, the employer acknowledges these costs to be a minimum of twenty (20) percent, waiving the necessity of any additional proof thereof.

ARTICLE XIII

PERSONAL ACCOUNT FUND

SECTION 13.01 All Employers signatory to this Agreement shall accept a voluntary written authorization from member employees and make deductions at a rate equal to the applicable percentage rate listed in Appendix A of gross wages paid to employees for the purpose of providing a personal account pursuant to the terms and conditions of the IBEW Local 117 Personal Account Program. The Union agrees that it shall be the responsibility of each employee to submit the necessary authorization to the Employer and to establish an individual account with a financial institution selected by the parties to receive payroll deductions for the IBEW Local 117 Personal Account Program. The Employer agrees to deduct and forward to the program depository indicated by the Union and NECA representatives, which may include to the Local Labor-Management Cooperation Committee, not later than fifteen (15) calendar days following the end of each calendar month. Any and all administrative expenses that may arise in the operation of the collection and distribution of deductions made under this negotiated payroll practice following the remittance of said deductions will be taken out of the monies that are to be submitted under this provision.

SECTION 13.02 Every Employer shall be required to file a properly executed report in duplicate, or through an approved electronic means of reporting, of the hours worked by each employee covered by this Agreement for every calendar month, together with the contributions and deductions due and owing the funds, as well as the deductions for this Personal Account Program, as reflected by said report.

SECTION 13.03 Said reports shall be filed on or before the 15th of the month following the month for which the report is due. Said reports and deductions not received during this grace period may result in a

grievance being filed against the Employer in accordance with Article I of this Agreement. In addition, if requested, the delinquent deductions shall bear interest at the maximum legal rate of interest allowed under Illinois law from the due date until they are paid.

ARTICLE XIV

PENSION FUND

SECTION 14.01 All Employers signatory to this Agreement shall contribute at a rate equal to the applicable percentage rate listed in Appendix A of gross wages paid to employees to the IBEW Local 117 Pension Funds for the purpose of providing pensions pursuant to the terms and conditions of the Agreement and Declarations of Trusts establishing the IBEW Local 117 Pension Funds. Contributions shall be received by the fund depository not later than fifteen (15) calendar days following the end of each calendar month.

SECTION 14.02 Every Employer shall be required to file a properly executed report with the office of Administrator of the Funds, of the hours worked by each employee covered by this Agreement for every calendar month, together with the contributions due and owing the Funds as reflected by said Funds.

SECTION 14.03 Said reports shall be filed on or before the 15th of the month following the month the report is due. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to twenty (20) percent of the amount of contributions which are due for said month. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial though difficult to ascertain, however, the Employer acknowledges these costs to be a minimum of twenty (20) percent waiving the necessity of any additional proof thereof.

ARTICLE XV

ADMINISTRATIVE MAINTENANCE FUND

SECTION 15.01

(a) Effective June 1, 1997, all Employers covered by this Agreement shall contribute the applicable percentage rate listed in Appendix A of the gross labor payroll of each employee covered by this Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Northeastern Illinois Chapter, NECA and not the Local Union.

(b) The Administrative Maintenance Fund will be solely administrated by the Northeastern Illinois Chapter, NECA and shall not be used in any manner detrimental to the Local Union or the IBEW.

ARTICLE XVI

LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE

SECTION 16.01 The parties agree to participate in a Labor-Management Cooperation fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a) and

Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186 (c)(9). The purpose of this fund includes 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 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 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 accomplishment of these purposes and goals.

SECTION 16.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust or other Governing documents.

SECTION 16.03 Each Employer shall contribute twenty cents (.20) per hour worked. 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 I.B.E.W. Locals 117, 150, and 461 Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 16.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damage incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE XVII

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

SECTION 17.01 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 purpose 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 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.
10. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 17.02 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 17.03 Each employer shall contribute one cent (.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 17.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damage incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICE XVIII

DELINQUENT PAYMENTS AND AUDITS

For the purposes of this agreement, delinquency in failure to make the required reports and contributions to the Trust Funds as determined by the Trustees, shall consist of the following:

- (a) Failure to submit trust report forms.
- (b) Failure to report on all employees.
- (c) Failure to make the payments as required on time.
- (d) Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.

The Trust or Trustees in their capacity as such may in their discretion obtain legal counsel to collect or assist in collecting alleged delinquent funds. In such event, the Employer shall pay the fair and reasonable costs of the services of such counsel together with reasonable expenses incurred by counsel in performing legal services, all court costs, and other expenses of litigation, regardless of whether suit is instituted and regardless of whether the funds are, in fact, delinquent, if the allegation of delinquency arises from lack of employer cooperation. This shall be in addition to any and all remedies available to the trust or trustees pursuant to the provisions of the Employee Retirement Income Security Act, Title 29, U.S.C. Section 1001, et seq or other applicable law.

Interest on audit delinquencies shall accrue from the date due, both before and after judgment, at the rate of 1 and 1/2 times the prime rate charged from time to time during the delinquency period by Bank One. To the extent permitted by law, the Trustees shall have the right to compromise any claims or waive any charges provided in this trust instrument. Interest on regular monthly reporting delinquencies shall be leveled at 18% per annum during the period the contributions are unpaid.

The Trust or the Trustees, in their capacity as such, may in their discretion employ auditors to obtain such information or such assistance in obtaining information as they believe necessary to determine the accuracy of Employer contributions. In the event of such employment, the Employer shall pay the fair and reasonable costs of the services of such auditor together with the expense incurred by such auditor in performing auditing services, regardless of whether suit is instituted and regardless of whether the funds are, in fact, delinquent if the allegations of delinquency arise from lack of employment cooperation. If an Employer fails or refuses to furnish any of the reports, forms or information required in this section then the union may take economic action.

Each Employer shall promptly furnish to the Trustees, on demand, the names of his employees, their social security numbers, the hours worked by each employee and such other information as the Trustees may reasonably require in connection with the administration of the trust fund and for no other purpose. The Trustees may, by their respective representatives, at all reasonable times and in any event within five (5) days after demand is made by the Trustees, examine the pertinent employment and payroll records of each employer, including without limitation the employer's time cards, Federal W-2 forms, 1099 and 1096 forms, Quarterly Federal and State Tax returns and cash disbursement ledger, all canceled checks and invoices, at the Employer's place of business, whenever such examination is deemed necessary or advisable by the trustees in connection with the proper administration of the insurance. The Union shall, upon the request of the Trustees, promptly furnish information in respect to an Employee's employment status.

ARTICLE XIX

EFFECT OF LAW- PRIOR AGREEMENTS

SECTION 19.01 This Agreement shall constitute the only Agreement between the parties and all prior agreements entered into, either written or verbal, are hereby declared to be null and void.

SECTION 19.02 Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the agreement in full force and effect. The parties shall thereupon seek to negotiate substitute language, which are in conformity with the applicable law.

**SIGNED FOR THE NORTHEASTERN
ILLINOIS CHAPTER, ELGIN DIVISION,
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.**

**SIGNED FOR LOCAL UNION 117 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

 6/6/2025
EXECUTIVE DIRECTOR DATE

 6/6/25
BUSINESS MANAGER DATE

APPENDIX A

WAGE AND BENEFIT INFORMATION SHEETS

The following are the wage rates and total package amounts for the Inside/Commercial Agreement between Local 117, IBEW and the Elgin Division, Northeastern Illinois Chapter NECA, Inc., effective June 2, 2025.

Journeyman Wireman

Effective 06/02/2025 – 05/31/2026

Hourly Wage Rate	\$ 59.11
Health & Welfare	\$ 16.83
Pension Contributions (36.981% of gross wages)	\$ 21.86
NEBF (3% of gross wages)	\$ 1.77
NEIB (\$0.50 per hour)	\$ 0.50
TOTAL PAYROLL PACKAGE	\$ 100.07
Apprenticeship (3% of gross wages)	\$ 1.77
LMCC (\$0.20 per hour)	\$ 0.20
NLMCC (\$0.01 per hour)	\$ 0.01
Administrative Maintenance Fund (0.4% of gross wages)	\$ 0.24
*NECA Service Charge (0.6% of gross wages)	\$ 0.35
TOTAL PACKAGE	\$ 102.64

*NECA SERVICE CHARGE APPLIES TO NECA MEMBERS ONLY

Health & Welfare Breakdown Note:

Effective 06/02/2025-12/31/2025 H&W is \$12.67 and SFA is \$4.16

Effective 01/01/2026-05/31/2026 H&W is \$12.96 and SFA is \$3.87

Deductions:

Personal Fund	10% of gross wages
Working Dues	3.25% of gross wages

Supervisory Rates:

Foreman Wage Rate (\$5.00 per hour over scale)	\$ 64.11
General Foreman Wage Rate (\$9.00 per hour over scale)	\$ 68.11
Area Foreman Wage Rate (\$14.75 per hour over scale)	\$ 73.86

APPENDIX A – continued

Inside Apprentice

Effective 06/02/2025 – 05/31/2026

Period	% of Journeyman Scale	Hours
1	40%	Thru 1000 Satisfactory progress
2	45%	Thru 1001-2000 Satisfactory progress
3	55%	Thru 2001-3500 + 1st year of school complete
4	65%	Thru 3501-5000 + 2nd year of school complete
5	75%	Thru 5001-6500 + 3rd year of school complete
6	85%	Thru 6501-8000 + 4th year of school complete
	100%	8001 + 5th year of school complete

		40%	45%	55%	65%	75%	85%
Hourly Wage		\$ 23.64	\$ 26.60	\$ 32.51	\$ 38.42	\$ 44.33	\$ 50.24
H&W		\$ 4.29	\$ 4.29	\$ 4.29	\$ 4.29	\$ 14.46	\$ 14.46
Pension	36.981 %	\$ 8.74	\$ 9.84	\$ 12.02	\$ 14.21	\$ 16.39	\$ 18.58
NEBF	3.00 %	\$ 0.71	\$ 0.80	\$ 0.98	\$ 1.15	\$ 1.33	\$ 1.51
NEIB	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
JATC	3.00 %	\$ 0.71	\$ 0.80	\$ 0.98	\$ 1.15	\$ 1.33	\$ 1.51
LMCCs	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21	\$ 0.21
AMF	0.40 %	\$ 0.09	\$ 0.11	\$ 0.13	\$ 0.15	\$ 0.18	\$ 0.20
*NECA	0.60 %	\$ 0.14	\$ 0.16	\$ 0.20	\$ 0.23	\$ 0.27	\$ 0.30
TOTAL PACKAGE		\$ 39.03	\$ 43.31	\$ 51.82	\$ 60.31	\$ 79.00	\$ 87.51

AMF of 0.4% of gross wages is applicable as is the *0.60 % NECA Service Charge for NECA members.

Deductions:

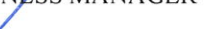
Personal Fund Working Dues

10 % of gross wages
3.25 % of gross wages

**SIGNED FOR THE NORTHEASTERN
ILLINOIS CHAPTER, ELGIN DIVISION, NATIONAL
ELECTRICAL CONTRACTORS ASSOCIATION, INC**

**SIGNED FOR LOCAL UNION 117 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

 6/6/2025
EXECUTIVE DIRECTOR DATE

 6/6/25

BUSINESS MANAGER DATE

APPENDIX B

ADDITIONAL SCOPE OF WORK

The parties to this Inside Agreement between the Northeastern Illinois Chapter, NECA, Elgin Division, and Local Union 117 International Brotherhood of Electrical Workers hereby further clarify the scope of work covered by this Agreement,

In addition to the electrical construction referenced in the IBEW Constitution of work that has been customarily performed by workers who have been covered under the terms and conditions of this collective bargaining agreement, the parties explicitly recognize and agree to the following:

The scope of work to be performed under this Inside Agreement shall include all work associated with the installation of post, racking, blocking and panel assembly. All other work associated with a solar installation (including but not limited to: conduit, wiring, inverters and distribution work, etc.) shall also be performed under the terms of this Inside Agreement between the parties.

EXECUTIVE DIRECTOR

BUSINESS MANAGER



DATE



DATE