

# **Voice-Data-Video Agreement**

By And Between  
The DuPage County Division,  
Northeastern Illinois Chapter, NECA  
And  
Local Union 701, IBEW

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## **VOICE-DATA-VIDEO AGREEMENT**

Agreement by and between the DuPage County Division, Northeastern Illinois Chapter, National Electrical Contractors Association, Inc. and Local Union No. 701, of the 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 Voice-Data-Video Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the DuPage County Division, Northeastern Illinois Chapter, National Electrical Contractors Association, Inc., and the term "Union" shall mean Local Union No. 701, IBEW. The term "Employer" shall mean an individual firm, corporation, or company who has been recognized by an Assent to this Agreement. The term "Employee" or "Workmen" shall mean the workman or workmen listed and classified in this Agreement.

### **SCOPE**

The work covered by this Agreement shall include the installation, testing, service, and maintenance of all VDV systems which utilize the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security, and entertainment purposes for the following:

#### **I. THIS AGREEMENT SPECIFICALLY INCLUDES THE FOLLOWING WORK:**

##### **A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS**

1. Background/foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multimedia/multiplex systems
10. Sound and musical entertainment systems
11. RF systems
12. Antennas and wave guide

##### **B. TELEVISION AND VIDEO SYSTEMS**

1. TV monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

C. SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/infrared monitoring equipment

D. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE-LISTED SYSTEMS

1. SCADA (Supervisory Control and Data Acquisition)
2. PCM (Pulse Code Modulation)
3. Inventory control systems
4. Digital data systems
5. Broadband and baseband and carriers
6. Point-of-sale systems
7. VSAT data systems
8. Data communication systems
9. RF and remote-control systems
10. Fiber-optic data systems

E. THE INSTALLATION OF VDV SUPPORT SYSTEMS SUCH AS:

1. Innerduct
2. Fiber guard
3. Wiremold
4. Ladder rack
5. Cable tray
6. Whale-bone tray
7. Basket tray
8. Finger tray

Intended specifically for the above systems listed in A, B, C, and D in telecommunication rooms and/or closets two thousand (2000) square feet or less shall be permitted.

F. THE INSTALLATION OF THE ABOVE MENTIONED RACEWAYS LISTED IN ITEM E WITHIN A BUILDING, EQUIPMENT ROOM, OR TELECOMMUNICATIONS CLOSET LARGER THAN TWO THOUSAND (2000) SQUARE FEET WILL CONSIST OF THE FOLLOWING:

The first three (3) employees will be Telecommunication Technicians, the next three (3) employees will be Journeymen Wiremen. The Employer will then alternate every other employee needed between the two classifications.

If the Voice-Data-Video Employer is not signatory to the Inside Agreement then they are to sub-contract the inside portion to an Employer/Contractor that is signatory to the Inside/Commercial Agreement between Local Union 701, IBEW and the DuPage County

Division of the Northeastern Illinois Chapter, NECA. A sub-contract letter would then be sent to the Business Manager. Nothing in this Agreement is meant to force a Voice-Data-Video/Telecommunications Employer to sign a Letter of Assent to the Inside/Commercial Agreement. Also, nothing in this Agreement prevents a signatory Inside Employer from bidding and installing the raceways and equipment listed above in Item E with a total workforce of Inside/Commercial members.

## II. THIS AGREEMENT SPECIFICALLY EXCLUDES THE FOLLOWING WORK:

1. The installation of power conduit;
2. The installation of complete continuous conduit systems;
3. The complete installation of nonintegrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer-controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be a part of this Agreement.
4. Any work historically performed by Inside Journeymen Wiremen.

## III. FIRE ALARM WORK:

It is recognized that Fire Alarm work falls under the scope of the Inside Agreement and any Technician performing Fire Alarm work shall be paid at eighty-five percent (85%) of the Inside Journeymen Wiremen wage and fringe benefit package, effective July 3, 2017. However, any Fire Alarm Work that falls under the Davis-Bacon Act, Illinois Prevailing Wage Laws, Project Labor Agreements, and/or work funded or financed by union trust funds shall be paid at one hundred percent (100%) of the Inside Journeymen Wiremen wage and fringe benefit package. Employers shall be allowed to bring in two (2) non-resident VDV Technicians to perform Fire Alarm work per job, provided the system is a multi-conductor, low voltage system and the Employer is in compliance with all provisions of Section 2.08 of this Agreement.

## **BASIC PRINCIPLES**

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Employer during the term of this Agreement and to provide for rates of pay, hours of work and other conditions of employment and a means of promptly and equitably adjusting any differences that may arise between the Employer and the Union during the life of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

The parties to this Agreement will not discriminate against any individual because of his race, color, religion, sex, and national origin; or to classify any individual on the basis of his race, color, religion, sex, or national origin; where the masculine gender is used herein, it shall be deemed to include the feminine and neuter genders unless the context otherwise requires.

## ARTICLE I

### EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

Section 1.01. This Agreement shall take effect September 5, 2022, and shall remain in effect until August 30, 2026, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the closest Monday to September 1<sup>st</sup> through the closest Sunday to August 31<sup>st</sup> of each year, unless changed or terminated in the way later provided herein.

Section 1.02(a). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (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 20<sup>th</sup> 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 local 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.

#### **MUTUAL CONSENT:**

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.

**STATUS DURING DISPUTE:**

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 (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight (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 (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.

Section 1.08. Should the local Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council 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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10. Any grievance which is not brought to the attention of responsible opposite parties to this Agreement in writing within five (5) working days of its occurrence, or within thirty (30) working days from the date upon which the fact giving rise to the grievance first became known, shall be deemed to no longer exist.

## **ARTICLE II**

### **EMPLOYER RIGHTS – UNION RIGHTS**

Section 2.01(a). Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Voice-Data-Video Industry. Therefore, an Employer who contracts for Voice-Data-Video 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 employee.

(b). All Employer vehicles that are being used by collective bargaining unit employees for the purpose of installing VDV work shall either be identified with the company name or with a universal vehicle identifier agreed upon by the Union and NECA.

Section 2.02. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03(a). The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, suspend, discharge, promote, demote or transfer employees for just cause, except as these rights may be limited by direct and specific provisions of this Agreement. However, the right of the Union to bring a grievance alleging abuse of these rights is recognized.

(b). The Employer shall have the right to call a Foreman by name provided:

1. The employee is registered on the appropriate Group I Out-of-Work List.
2. The Employer shall notify the Business Manager in writing of the name 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 (1000) hours or he must receive a "Reduction In Force."

A member can only be called-out as a Foreman two (2) times in a calendar year.



(c). When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

1. 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.
2. Subsection (c)(1) will not apply as long as the special skills requirement as provided for in Section 3.12 is required.
3. 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 subsection (c)(1) above.

Section 2.04. The Employer understands that the Local Union's jurisdiction – both trade and territorial - is not a subject for negotiations, but rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

Section 2.05. A Representative of the Union and/or the Local Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 2.06(a). The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

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

#### **UNION RECOGNITION AND SECURITY:**

Section 2.07(a). The Employer agrees that, if it has not previously done so, it will recognize the Union as the sole and exclusive collective bargaining agent for all employees performing Voice-Data-Video work within the jurisdiction of the Union on all present, former, and future job sites, if and when a majority of the Employer's employees voluntarily authorize the Union to represent them in collective bargaining.

#### **PRESENT MEMBERS:**

(b). All employees in the bargaining unit who are members of the Local Union on the effective date of this Agreement must, as a condition of employment, maintain their membership for the life of this Agreement.

**NEW MEMBERS:**

(c). 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.

**BRINGING IN NON-RESIDENT WORKMEN:**

Section 2.08(a). Home Contractors shall be defined as Employers operating shops domiciled within the jurisdiction of the Local Union. All other Employers shall be defined as a Traveling Contractor.

(b). Home Contractors shall be allowed to bring in the first two (2) qualified regular employees, except as provided in Paragraph 2 of this subsection, into the jurisdiction of the Local Union which they have a shop domiciled. All other employees working in that jurisdiction shall be referred from the Local Union. In the event that special skills, training or certifications are required, then an extra employee could be brought in with the Business Manager's approval.

In the event that a Home Contractor employs an equal number of regular employees referred from that the Local Union, the Home Contractor shall be allowed to bring in one (1) additional employee. An equal number is defined as three (3) regular employees.

(c). Effective June 1, 2002 Traveling Contractors shall be allowed to bring in the first two (2) qualified regular employees on each job, other than fire alarm. The next two (2) employees shall be from the Local Union where the work is being performed. Thereafter, only odd numbered regular employees working for an Employer may be brought in, up to a maximum of six (6) employees in the jurisdiction. Even numbered employees and all additional employees over the maximum shall be secured from the Local Union through the appropriate referral procedure, if available. In the event that special skills, training or certifications are required, then an extra technician could be brought in with the Business Manager's approval.

(d). However, in all instances, in the event there are no Book I Technicians or individuals under the supervision of the JATC available, the Employer shall be permitted to bring additional regular employees into the area on all VDV jobs until such time as any Book I Technicians or individuals under the supervision of the JATC become available. In the event that special skills, training or certifications are required, then an extra technician(s) could be brought in with the Business Manager's approval.

**WORKING DUES – POLITICAL ACTION COMMITTEE (PAC) –  
EMPLOYEE PAYROLL DEDUCTION PROGRAM:**

Section 2.09. 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 By-Laws (see Appendix "A"). Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 2.10. The Employer agrees to deduct and transmit to the Political Action Committee (PAC) the applicable rate from Appendix "A" per hour worked from the wages of each employee who voluntarily authorizes such contribution on the forms provided for that purpose.

No working dues or PAC contributions will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

Section 2.11. The Employer agrees to participate in an employee payroll deduction program. Employees may elect to have 3.06% of their hourly rate of pay deducted and forwarded to Amalgamated Bank of Chicago; the Employer may, at his or her discretion, allow the employee to specify an amount other than 3.06%. All payroll deductions must be authorized by the employee. The amount deducted shall be specified in writing and signed by the Employer and the employee; the Employer shall retain a copy of the employee's signed payroll deduction authorization.

These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

#### **MEMBERS CONTRACTING:**

Section 2.12. 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 Voice-Data-Video work.

#### **INSURANCE:**

Section 2.13. For all employees covered by this Agreement, the Employer shall carry Workers' Compensation Insurance with a Company authorized to do business in this State; Social Security; and such other protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Local Union. All Employers shall extend the coverage of the Illinois Unemployment Compensation Act to all employees. Employers must file their registration number assigned to them under the provisions of said Act with the Local Union. The Local Union office shall furnish this information to the Labor-Management Committee upon request. Employers who fail to file their registration number shall be considered as violating this Agreement.

#### **SURETY BONDING:**

Section 2.14. All contractors shall be endorsed on the IBEW Local 701 Contractor's Wage and Fringe Benefit Master Bond as currently in effect from time to time between IBEW Local 701 and the applicable Surety, or shall provide an alternate bond containing terms acceptable to IBEW Local 701.

ALL WAGES AND  
ALL FRINGE BENEFITS

A list of contractors complying with this Section will be submitted by the Union to the DuPage County Division Northeastern Illinois Chapter of the National Electrical Contractors Association upon written request by the Chapter.

**UNION DISCIPLINE:**

Section 2.15. The Union reserves the right to discipline its members for violation of its laws, rules, and agreements. The parties hereto agree not to pass or enforce by-laws or working rules that are in conflict with the provisions of this Agreement. Grievances against a Foreman while acting as a representative of an Employer shall be processed against the Employer as provided under the grievance procedure of this Agreement.

**SUBCONTRACTING:**

Section 2.16. 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 Voice-Data-Video 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 Voice-Data-Video 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.

**SAFETY:**

Section 2.17(a). There shall be a Joint Safety Committee consisting of three (3) members representing the Chapter and three (3) members representing the Union. The Committee will act exclusively in an advisory capacity to the Employer. The duties of this Committee shall be to develop and recommend to the Employer safe work rules that are equal to or greater than the standards of construction as established by the Occupational Safety and Health Act of 1970 or other applicable Federal or State Laws. Such rules, and the other safety rules provided in this Section, are minimum rules and not intended to imply that the Local 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. Failure on the part of any employee to adhere to these requirements constitutes grounds for discharge.

(b). It shall be the function of this Committee to study these safe work rules and recommend an update to the Employer. This Committee shall meet when called by the Chairman or when called by a majority of the current Committee members.

(c). Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one Local Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

(d). Only qualified employees shall be permitted to use powder actuated tools.

(e). The Employer shall furnish hard hats and all protective safety equipment.

(f). The safe work practices that are in effect on utility company property that are more stringent than those in this Agreement shall apply to work performed on that property under the terms of this Agreement.

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

(h). It shall be the responsibility of the Employer to file a copy of all accident reports with the Safety Committee through the Business Manager and to provide a copy to the employee.

(i). Employees are not to be under the influence of, or in possession of, any intoxicants or non-prescribed drugs on any job.

(j). On any job at a facility complying with Department of Energy guidelines where workmen are required to wear any type of radiation device, an additional fifty cents (50¢) per hour, which will be subject to applicable fringe benefits, will be added to the rate of pay for the workmen who are required to wear the device.

(k). 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 in accordance with OSHA regulations.

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

**OWNER-IN-FACT:**

Section 2.18. 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 Articles VII, VIII, IX, X, XII, XIII, and XIV of this Agreement, on the basis of the gross wages of the Journeyman for the hours actually worked by such individual.

Pursuant to Article VII of this Agreement, a minimum contribution shall be made to the General Welfare Fund, at the negotiated contribution rate for the Welfare Fund, as though such "Owner In Fact" worked not less than one thousand seven hundred and fifty (1750) hours per year.

All determinations 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.

**DAVIS-BACON AND PREVAILING WAGE:**

Section 2.19. The Employer shall complete, in conjunction with the Local's Monthly Payroll Reports, Wage and Fringe Benefit Determination forms for all Federal and State funded projects. This shall include, but not be limited to, all Davis-Bacon, Prevailing Rate, and Certified Payroll Reports. The forms will be provided by Local Union 701, I.B.E.W.

## ARTICLE III

### EMPLOYMENT REFERRAL PROCEDURE

Section 3.01. 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 3.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 3.03. The Employer shall have the right to reject any applicant for employment.

Section 3.04. 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 3.05. The Local Union shall maintain a register of applicants for employment established on the basis of the GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

- GROUP I      All applicants for employment who have three (3) or more years' experience in the trade, are residents of the normal commuting area constituting the normal labor market, have passed a Sound and Communication Journeyman Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the Local Union.
- GROUP II      All applicants for employment who have three (3) or more years of experience in the trade and who have passed a Sound and Communication Journeyman Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee.
- GROUP III      An applicant who has a minimum of two (2) years' experience in the communication industry, but does not meet the requirements of GROUP I or GROUP II.
- GROUP IV      An applicant who does not meet the requirements of GROUPS I, II, & III.

Section 3.06. If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, 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 3.07. 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 3.08(a). "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 DuPage County; Townships of Wayne, Bloomingdale, Addison, Winfield, Milton, York, Naperville, Lisle, and Downers Grove, all in the State of Illinois. Including all work performed on the property of Fermi National Accelerator Laboratories and any property Fermi Lab occupies.

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.

(b). "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 3.09(a). 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.

(b). An applicant who has registered on the "Out of Work List" must renew his application every sixty (60) days or his name will be removed from the "List."

Section 3.10. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 3.11(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.

(b). An applicant who is discharged for cause two times within a twelve (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 (4) 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 3.12. 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 3.13. An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.14. 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 3.04 through 3.12 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 3.15. A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.16. 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.

**“EXAMINATIONS:”**

Section 3.17. An “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Sound and Communication Local Union of the 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 three (3) years experience in the trade.

Section 3.18. Experience in the trade is defined as performing work covered by the Scope of this Agreement.

Section 3.19. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

**WORKER RECALL:**

Section 3.20. An Employer shall have the right to recall for employment any former employee that the Employer has laid off, provided that:

- a. The employee being recalled worked for the Employer for thirty (30) working days prior to being recalled, or the Employer is currently chargeable for the unemployment benefits of such employee;
- b. The time elapsed since the last layoff has not exceeded a period of sixty (60) working days;
- c. The former employee is on the referral list containing applicants available for work, regardless of the individual’s position on the list, and has not been fired from his/her most recent Employer under this Agreement;
- d. The former employee is not an apprentice;
- e. The recall must be for a duration of fifteen (15) days or longer;
- f. An employee can only be recalled by a particular Employer two (2) times per year.

However, any employee 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. Refusal will not affect his/her state unemployment benefit rights.

## **ARTICLE IV**

### **HOURS – WAGES – WORKING CONDITIONS**

#### **WORKING HOURS:**

Section 4.01(a). Eight (8) hours work between the hours of 6:00 A.M. and 4:30 P.M., with thirty (30) minutes for a lunch period between 12:00 P.M. and 12:30 P.M., shall constitute the workday. Forty (40) hours within five (5) days, Monday through Friday, inclusive, 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.

Workmen shall be allowed the necessary time at the end of each workday, for the purpose of putting away all tools, materials, equipment or any other property of the Employer in a safe and proper manner.

(b). Wages shall not be paid later than the end of the established regular workday within thirty-two (32) regular working hours after the pay period ends. Starting June 4, 2012, any Employer can implement electronic transfer of payroll checks. If an employee does not want electronic transfer, the employee will have the option to have his paycheck mailed to him or he may pick up his paycheck at the shop on his own time. Any Employer mailing paychecks must have them postmarked within thirty-two (32) regular working hours after the pay period ends. Employers that 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. In the event employees are not paid their wages at or before quitting time, waiting time shall be paid at the employee's straight-time rate of pay which shall be paid until payment is made, but waiting time shall not exceed eight (8) hours in any one (1) twenty-four (24) hour period.

Payment Guarantee. In the event that checks given by the Employer for wages to employees employed under the terms of this Agreement are not honored on account of insufficient funds etc., the Employer so offending shall thereafter be required to pay all wages in currency until such time as decided by the Labor Management Committee.

#### **PAYSTUBS:**

(c). When wages are paid by check or direct deposit, the Employer shall provide employees with a copy of their paystub, or access to their paystub, within thirty-two (32) regular working hours after the pay period ends.

#### **DESTRUCTION OF EMPLOYEE FINANCIAL RECORDS:**

(d). Upon separation of employment, whenever possible or permissible, the Employer shall destroy the employee's financial records in a timely manner (i.e. bank account number(s), social security number).

**SHIFT CLAUSE:**

Section 4.02. 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:

FIRST SHIFT        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.

SECOND SHIFT       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%) for all hours worked.

THIRD SHIFT        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 (1½) 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 4.03(a). Four (4) ten (10) hour work days will be permitted for Service Trucks without Saturday as a make-up day.

(b). Upon mutual agreement between the Union and the Employer's Association, four (4) ten (10) hour work days will be permitted on construction jobsites without Saturday as a make-up day.

(c). Upon mutual agreement between the Union, the Employer, and the employees, the Employer, with forty-eight (48) hour notice, may designate a work schedule of Tuesday through Saturday at the regular straight-time rate of pay. In the case that such work schedule is

designated, all work on Sundays and Holidays shall be paid at the overtime rate of two (2) times the straight-time rate. Mondays shall be paid at the overtime rate of one and one-half (1½) times the straight-time rate provided forty (40) hours have already been worked by the employee within the designated work week.

It shall not be cause for discharge or any other disciplinary action by the Employer against any employee if that employee is unable to work on the above schedule.

**OVERTIME AND HOLIDAYS:**

Section 4.04(a). Work performed after the conclusion of the normal workday and work on Saturdays shall be paid for at one and one-half (1½) times the regular straight-time rate. Work performed on Sundays and the following holidays shall be paid at double the straight-time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such.

**JOB SITE CHANGE FOR OVERTIME:**

(b). Workmen having worked eight (8) hours in any one (1) day or four (4) hours on Saturday on one job will not be allowed to go to another job on that day or night to work overtime, unless all workmen on that job are working overtime. Employers shall notify the Union of any such work to be performed under this Section.

**DINNER PERIOD:**

(c). When four (4) or more hours of overtime work is required, after a regular scheduled work day, then a one-half (½) hour dinner period shall be allowed the men working.

**INCLEMENT CONDITIONS – SHOW-UP TIME:**

Section 4.05. All workmen shall have their time paid from the time of reporting to work and shall not be paid less than four (4) hours for any one (1) workday unless it is through some fault of their own, except in the event of a condition over which the Employer has no control, such as bad weather conditions; then the men shall be paid two (2) hours show-up time; in the event that work continues after two (2) hours, they shall be paid four (4) hours; in the event that work continues after four (4) hours, they shall be paid for six (6) hours; in the event that work continues after six (6) hours, they shall be paid for eight (8) hours. Should workmen be unable to report to work, they must notify the Employer one (1) hour prior to the start of the normal workday. When workmen are not to report to work on the following day, the Employer shall notify such workmen before they leave the job on the preceding workday.

**TRANSPORTATION – TRAVEL TIME:**

Section 4.06(a). On work within the jurisdiction of the Local who referred the employee to work, the employee shall report to the shop or directly to the job. The Employer shall pay travel time and furnish transportation or compensate the employee if the employee furnishes transportation from the shop to the job, job to job, and job to shop. No traveling time shall be paid before or after working hours to employees for travel to or from any job in the jurisdiction of the Union when employees are ordered to report on the job.

On work outside the jurisdiction of the Local who referred the employee to work, the employee shall report to the shop or directly to the job. The Employer shall pay travel time in accordance with Paragraph (b) below and supply transportation or compensate the employee if the employee furnishes transportation from shop to job, job to job, and job to shop. All compensation for transportation shall be paid at the current IRS acceptable mileage deduction. No employee, however, can be required to furnish his personal vehicle for such use or as a condition of employment. If the employee is required to remain away from home overnight, room and board shall be paid by the company.

(b). For any day when employees are ordered to begin or end their workday at a jobsite greater than twenty-five (25) miles outside of the geographical jurisdiction of the Local Union from which they were referred, the employee shall be paid the gross sum equal to thirty percent (30%) of one hour total package for each event, only if the employee does not utilize an Employer vehicle with gasoline, toll fees and/or parking fees financed by the Employer. Any payments made in accordance with this subsection will be subject to applicable Federal and State tax but will not be subject to any fringe benefit contribution requirements. However, at the Employer's option, the traditional practice of starting and ending the workday at the jurisdictional line can be utilized in lieu of the above.

#### **UNION STEWARD:**

Section 4.07. The Local Union may appoint a Steward on each job. The Foreman shall give the Steward any information pertaining to the welfare of the Local Union and shall be allowed reasonable time on the job to make out his reports. The Local Union will notify the Employer of all crew Steward appointments.

Section 4.08. The Business Manager shall have the right to appoint a Steward at all shops on all jobs.

The Business Manager 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 working hours such of his union duties as cannot be performed at other times. These duties shall be performed as expeditiously as possible.

The Steward shall not leave the jobsite 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, provided the Employer was notified of the appointment in writing. 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 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.

The Steward's duties are as follows:

1. Have in his possession a copy of this Agreement.
2. Ascertain the terms of this Agreement are being adhered to by both the Employer and the employee.
3. Assist the Business Manager in maintaining the work jurisdiction.
4. Cooperate with the Employer in maintaining harmonious employer-employee relations.
5. Stewards shall not cause a work stoppage. In case of trouble on the 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 for handling as described in Section 1.06 of this Agreement.

**NOTICE OF LAYOFF:**

Section 4.09. The Employer shall have the right to layoff employees for lack of work or to discharge any employee for just cause. Reason for such discharge shall be given to the Union and the employee in writing. If the Union believes any such discharge to be unjustified, the matter shall be handled as stated in Article I of this Agreement.

Any workman laid off shall be notified of same not less than one (1) hour before being laid off so that he may have time to pick up his personal tools and belongings and leave the job.

Upon being laid off, the employee or employees shall be paid all money due them. If an employee is fired, he shall be paid all money due him; and in the event the employee is not paid all money due him he shall receive pay at the regular rate until payment is made, not to exceed eight (8) hours per day Monday through Friday, excluding Saturday, Sunday and holidays. If an employee is terminated because of incompetence, the Employer shall so notify the involved employee in writing. When an employee is terminated for any reason, the Employer shall complete a termination report furnished by the Local Union – one copy for the employee, one copy for the Employer and one copy for the Local Union.

When an employee participates in a shop or in-house layoff that exceeds twenty-one (21) working days, the employee shall have the option to request an unconditional layoff. Such a layoff is not intended to affect whatever state unemployment benefit rights the employee may or may not have, but such rights are beyond the control of the Employer.

**FOREMAN AND CREW SIZE:**

Section 4.10. Any employee supervising a crew on installation or cut over work shall be paid the applicable Foreman's rate. This shall not apply to a Journeyman installer repairman who has a trainee with less than forty-five (45) days experience riding with him. A crew shall consist of not less than five (5) men, including the Foreman.

**TOOLS:**

Section 4.11(a). Each employee shall furnish himself with the following list of tools:

1. Punch Tool w/110 & 66 Blades
2. RJ-45/RJ-11 Crimp Tool
3. Coax Crimp Tool (RG-59, 62 & 6)
4. Cat 5 Strippers
5. Wire Strippers (Miller type)
6. Utility Knife
7. Cable Cutters
8. Wire Cutters
9. T&B Sta-Kon Tool
10. Lineman Pliers
11. Channel Locks (2 pairs)
12. Flathead Screwdrivers (assorted sizes)
13. Phillips-Head Screwdrivers (assorted sizes)
14. Sheetrock Saw (hand type)
15. Nutdrivers (1/4" through 7/16")
16. Hacksaw
17. Hammer
18. Tool Pouch
19. Volt-ohm Meter
20. Toolbox (20" x 8½" x 9" minimum with lock)
21. Scissors
22. Awl
23. Flashlight
24. Tone Generator
25. Probe
26. Tape Measure
27. Adjustable Wrench
28. Needle-Nose Pliers
29. Torpedo Level (8")

(b). No employee shall be required to use his personal vehicle or cell phone for Employer business. However, in the event the employee agrees to use his personal vehicle or his cell phone, the Employer shall reimburse the employee for all appropriate cell phone usage and receipted expenses, such as toll charges and parking. The employee shall also receive payment for such traveled road miles at the then current rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction. If such employee is instructed to transport Employer material and/or equipment, other than normal hand tools, he shall be paid a daily travel allowance of five dollars (\$5.00).

(c). Employees shall maintain automobile insurance coverage against normal risks and in such amounts as may be required for normal operation of a motor vehicle. The Employer may request a copy of the employee's insurance policy and/or certificate of insurance. Employees



shall take all reasonable measures to insure the safekeeping of the Employer equipment and material when there is overnight or over-the-weekend parking.

(d). Nothing in his Article shall exclude the Employer from the responsibility for loss and/or theft resulting from collision, property damage, and personal liability which may be incurred while the employee's vehicle is being used for Employer business.

#### **EMPLOYER TOOLS AND EQUIPMENT:**

Section 4.12. The Employer shall furnish all other necessary tools or equipment. Employees will be held responsible for proper use of tools or equipment issued to them. The Employer will provide the necessary lockers, toolboxes or other safe place for storage of aforementioned tools.

Section 4.13. A Journeyman Technician may take additional training classes that are industry related. The Journeyman Technician must submit an official course description to the JATC Committee to obtain approval before enrollment. When the course is completed with a passing grade, the Journeyman Technician will be reimbursed at a maximum rate of \$1,000.00 per year.

#### **AGED EMPLOYEES:**

Section 4.14. On all jobs employing ten (10) or more Journeymen, every tenth Journeyman shall be fifty (50) years of age or older if available.

#### **STANDBY AND CALLOUT:**

Section 4.15. When the Employer elects to assign, and the employee accepts, the responsibility of a service role, that employee may be assigned to serve as the primary dispatch person to arrange for the fulfillment of calls after scheduled work hours. Standby duty may be assigned for a calendar week or for a weekend (close of business day Friday until the opening of business Monday). Employees on standby duty for a calendar week shall be paid the gross sum of two-hundred fifty dollars (\$250) for a regular seven (7) day period, and the gross sum of two-hundred seventy-five dollars (\$275) for a seven (7) day period where a holiday intervenes, not subject to any fringe benefit contribution requirements.

When an employee on standby duty is required to leave his off duty location and immediately report at the designated report location or customer site, the employee shall be paid the applicable overtime rate, plus an additional twenty percent (20%) premium, from the time he leaves his off duty location until the time he returns to his off duty location, provided the assignment is not contiguous with his scheduled work tour, at which time the employee shall then be paid at the applicable overtime rate from the time he leaves his off duty location until the start of the normal work tour.

## **ARTICLE V**

### **LEAVE OF ABSENCE**

Section 5.01. Any employee shall be granted a leave of absence for good cause provided such leave of absence is approved by both the Employer and the Union. Employees shall be eligible for a leave of absence without pay for any of the following reasons:

- (a). Employees who are members of the reserve branches of the United States Armed Forces and who are required to attend active training periods.
- (b). Any employee selected for a position with the Union shall be entitled to a leave of absence for up to one (1) year. Such leave of absence may be renewed for a longer period by mutual consent between the Employer and the Union.

## ARTICLE VI

### WAGES AND FRINGE BENEFITS

Section 6.01. The minimum hourly rate of wages shall be as follows:

#### JOURNEYMAN TECHNICIAN:

Effective 09/05/2022 - \$2.30 Increase to Total Hourly Package

Effective 09/04/2023 - \$2.50 Increase to Total Hourly Package

Effective 09/02/2024 - \$2.55 Increase to Total Hourly Package

Effective 09/01/2025 - \$2.60 Increase to Total Hourly Package

#### FOREMAN RATE:

\$2.80 Above Journeyman Technician Hourly Wage Rate

A shop or job employing five (5) or more technicians shall designate one (1) Foreman.

There shall be a minimum of eight (8) periods of apprenticeship. The first two (2) periods, consisting of eight hundred (800) OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training.

In reference to the 6,400 hours of on-the-job training, the Apprentice Program consists of eight periods as follows:

JATC WAGE PERCENTAGE/HOURS WORKED BREAKDOWN FOR THE TELECOMMUNICATIONS FOUR YEAR PROGRAM: (Apprentices indentured on or after January 5, 2003)

<u>Periods</u>	<u>Rate of Pay</u>	<u>Min Hrs Worked</u>	<u>Elapsed Time</u>	<u>Progress</u>
1	45%	0	0	Satisfactory Progress
2	50%	800	6 months	Satisfactory Progress
3	55%	1600	1 year	1 <sup>st</sup> Yr Class Completed
4	60%	2400	1.5 years	Satisfactory Progress
5	65%	3200	2 years	2 <sup>nd</sup> Yr Class Completed
6	70%	4000	2.5 years	Satisfactory Progress
7	80%	4800	3 years	3 <sup>rd</sup> Yr Class Completed
8	90%	5600	3.5 years	Satisfactory Progress
End	100%	6400	4 years	4 <sup>th</sup> Yr Class Completed

## ARTICLE VII

### ELECTRICAL WORKERS GENERAL WELFARE FUND

Section 7.01(a). The parties hereto have created a certain Health and Welfare Trust Fund known as the Local Union No. 701 Electrical Workers General Welfare Fund Agreement dated as of April 7, 1950, as amended. The Employer agrees to contribute monthly on or before the fifteenth (15<sup>th</sup>) of the month following the month work was performed, to said General Welfare Fund an amount equal to the applicable percentage rate in Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. However, overtime contributions shall be paid at the applicable straight-time percentage for ALL Apprentice Technicians, Journeymen Technicians, and Foremen. The applicable straight-time percentage rate shall be determined as follows: The employee's straight-time hourly rate of pay or straight-time shift rate multiplied by the applicable percentage rate from Appendix "A." Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. 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 ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement. 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 individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Electrical Workers General Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

(b). No Fringe Benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

## ARTICLE VIII

### ELECTRICAL WORKERS VACATION FUND

Section 8.01(a). The parties hereto have created a Vacation Trust Plan known as the Local 701 Electrical Workers Vacation Trust Fund dated as of July 1, 1973. The Employer agrees to contribute monthly on or before the fifteenth (15<sup>th</sup>) of the month following the month work was performed, to said Electrical Workers Vacation Trust Fund an amount equal to the applicable percentage rate in Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. 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 ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement. 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 individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Electrical Workers Vacation Trust Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

(b). No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

## **ARTICLE IX**

### **ELECTRICAL WORKERS GENERAL PENSION FUND**

Section 9.01(a). The parties hereto have created a Pension Trust Fund known as the Electrical Workers General Pension Fund, dated June 1, 1971. The Employer agrees to contribute monthly, on or before the fifteenth (15<sup>th</sup>) of the month following the month work was performed, to said Pension Trust Fund an amount equal to the applicable percentage rate in Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. 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 ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement. 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 individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Electrical Workers General Pension Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

(b). No Fringe Benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

(c). Project Managers will only have to contribute one hundred and sixty (160) hours to the Defined Benefit Pension per month at the current contribution rate.

## ARTICLE X

### ELECTRICAL WORKERS ANNUITY FUND

Section 10.01(a). The parties hereto have created an Annuity Trust Fund known as the Electrical Workers Annuity Fund, dated June 1, 1989. The Employer agrees to contribute monthly, on or before the fifteenth (15<sup>th</sup>) of the month following the month work was performed, to said Annuity Trust Fund an amount equal to the applicable percentage rate in Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. 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 ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum, from the due date until they are paid. This Section shall conform to the Trust Agreement. 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 individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Electrical Workers Annuity Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees, and any other expenses incurred by the Trustees.

(b). No Fringe Benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

## **ARTICLE XI**

### **ENFORCEMENTS AND AUDITS**

Section 11.01. Notwithstanding any other provisions of this Agreement, the Union shall be permitted to remove workers whom they represent from any and all job sites for non-payment of wages or benefits without notice to the delinquent Employer when it deems such action is necessary in order to protect the workers from violation of the wage and benefit provisions of this Agreement.

The Trustees of the aforementioned Welfare and Pension Fund and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of determining compliance with the provisions of this Agreement.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit discloses that the Employer, during the period of the audit, has underpaid its contributions and/or wages, the Employer shall be liable for the costs of the examination, including, but not limited to audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

Section 11.02. The Union shall not be bound beyond the terms of its Constitution and By-Laws.



## ARTICLE XII

### APPRENTICESHIP AND TRAINING

Section 12.01. The local Joint Apprenticeship and Training Committee (JATC) properly established between the Chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

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

Section 12.02. Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

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

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges.

The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be considered confidential and shall be regarded as the property of the JATC and its subcommittee, where a subcommittee is properly established.

Section 12.03. The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

Section 12.04. Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. The trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 12.05. All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 12.06. The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer/Technician apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice as it deems necessary or appropriate.

Section 12.07. The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an Installer/Technician, or provided any other classification under this Agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 12.08. Though the JATC cannot guarantee any number of apprentices, any Employer signatory to this Agreement shall be entitled to a ratio of one apprentice to one Telecommunication Installer/Technician, or Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the one-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible Employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 12.09. Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 12.10. The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer Technician Apprenticeship and Training Standards.

Section 12.11. The apprentice is to be under the supervision of an Installer/Technician, a Technician level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in

the work processes associated with the trade. Installer/Technicians and Technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Installer/Technician, Technician or Supervisor is required to leave or is absent from the job.

Section 12.12. The Employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this Agreement.

Section 12.13. Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Installer/Technicians to work in the jurisdiction covered by this Agreement.

Section 12.14. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is an amount equal to the applicable percentage rate in "Appendix A" of the gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## ARTICLE XIII

### NATIONAL ELECTRICAL BENEFIT FUND (NEBF)

Section 13.01. 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 three percent (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 13.02(a). The failure of an individual Employer to comply with the provisions of Section 13.01 shall also constitute a breach of this Agreement. As a remedy for such violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Fund established under this Agreement any delinquent contributions to such Funds which have resulted from the violation.

(b). If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Fund to institute court action to enforce an award rendered in accordance with Subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorneys' fees incurred by the Union and/or Fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

## ARTICLE XIV

### ADMINISTRATIVE MAINTENANCE FUND (AMF)

Section 14.01(a). All Employers covered by this Agreement shall contribute the applicable percentage rate from Appendix "A" of the gross monthly labor payroll for each employee covered by this Labor Agreement to the Administrative Maintenance Fund (AMF). 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 Labor Agreement by the 15<sup>th</sup> 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.

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

(b). No AMF contributions will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the Employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

## ARTICLE XV

### NATIONAL-LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 15.01. 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 workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
6. To encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
7. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
8. To engage in public education and other programs to expand the economic development of the electrical construction industry;
9. To enhance the involvement of workers in making decisions that affect their working lives; and,
10. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 15.02. 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 15.03. Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 15.04. 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 fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## ARTICLE XVI

### LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

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. §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 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 the amount of the applicable rate from Appendix "A" per hour worked under this Agreement. 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 DuPage County Division, 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 fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

## **ARTICLE XVII**

### **SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND (SUB-FUND)**

Section 17.01. The parties hereto have agreed to the establishment of a trust fund known as the Supplemental Unemployment Benefit Fund (SUB-Fund) effective January 1, 2002. The Employer agrees to contribute monthly, on or before the fifteenth (15<sup>th</sup>) of the month following the month work was performed, to said SUB-Fund an amount equal to the applicable rate from Appendix "A" per hour worked for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. 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 ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum from the due date until they are paid. This Section shall conform to the Trust Agreement. 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 individual Employer fails to show satisfactory proof that the delinquent payments have been paid to the Supplemental Unemployment Benefit Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

## **ARTICLE XVIII**

Section 18.01. The Employer agrees that any job site work of any kind which it (or any of its subcontractors) performed in the construction industry anywhere in the United States shall be performed by the Employer or its subcontractors only under an Agreement with the appropriate IBEW Local Union having jurisdiction in the area where the work is to be performed.

## **ARTICLE XIX**

### **NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)**

Section 19.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of one percent (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 XX

### SUBSTANCE ABUSE

Section 20.01. 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.

#### **CODE OF EXCELLENCE:**

Section 20.02. 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.


## SAVING CLAUSE

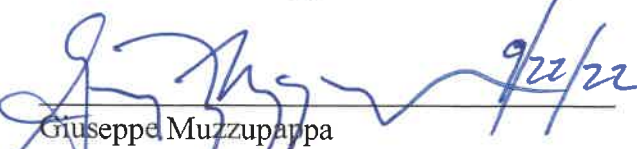
Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are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

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SUBJECT TO REVIEW BY THE  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

SIGNED:  
NORTHEASTERN ILLINOIS CHAPTER,  
NECA

  
\_\_\_\_\_  
Anthony Mulizio  
DuPage Division Chairman

  
\_\_\_\_\_  
Giuseppe Muzzupappa  
Executive Director

SIGNED:  
LOCAL UNION 701, IBEW

  
\_\_\_\_\_  
William Drew  
President

  
\_\_\_\_\_  
Anthony Giunti  
Business Manager

**APPENDIX "A"**

**WAGE AND FRINGE BENEFIT INFORMATION SHEET**

Wage and Fringe Benefit rates for the Voice-Data-Video Agreement between Local Union 701, IBEW and the Northeastern Illinois Chapter, NECA, Inc. effective September 5, 2022.


<b>JOURNEYMEN TECHNICIAN</b>	<b>9/5/22 – 9/3/23</b>
Hourly Wage Rate	\$35.92
Vacation (8.91% of gross wages)	\$3.20
Health & Family (37.86% of gross wages)	\$13.60
*Overtime to be calculated and paid in accordance with Article VII, Section 7.01(a)	
Pension (43.99% of gross wages)	\$15.80
Annuity (19.93% of gross wages)	\$7.16
N.E.B.F. (3.00% of gross wages)	\$1.08
S.U.B. Fund (\$0.00 cents per hour worked)	\$0.00
<b>TOTAL PAYROLL PACKAGE</b>	<b>\$76.76</b>
Apprenticeship (2.31% of gross wages)	\$0.83
Administrative Maintenance Fund (0.40% of gross wages)	\$0.14
L.M.C.C. (\$0.22 cents per hour worked)	\$0.22
N.L.M.C.C. (\$0.01 cent per hour worked)	\$0.01
<b>TOTAL PACKAGE</b>	<b>\$77.96</b>

**DEDUCTIONS:**

**Working Dues – 3.00% of gross wages – Effective June 4, 2018**

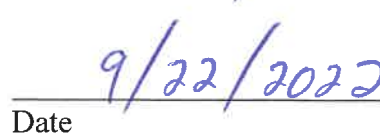
Political Action Committee (P.A.C.) - \$0.05 (five cents) per hour worked

**FOREMEN RATE:** \$2.80 above Journeymen Technician Hourly Wage Rate (\$38.72)

  
Executive Director

  
Date

  
Business Manager

  
Date

## APPENDIX "B"

### WAGE AND FRINGE BENEFIT INFORMATION SHEET – FIRE ALARM

Wage and Fringe Benefit rates for Fire Alarm work performed under the Voice-Data-Video Agreement between Local Union 701, IBEW and the Northeastern Illinois Chapter, NECA, Inc. effective May 30, 2022.

<b>JOURNEYMEN TECHNICIAN PERFORMING FIRE ALARM WORK IN ACCORDANCE WITH ITEM III (FIRE ALARM WORK) OF THE SCOPE</b>	<b>5/30/22 – 5/28/23</b>
Hourly Wage Rate	\$36.62
Vacation (9.07% of gross wages)	\$3.32
Health & Welfare (37.14% of gross wages)	\$13.60
*Overtime to be calculated and paid in accordance with Article VII, Section 7.01(a)	
Pension (43.15% of gross wages)	\$15.80
Annuity (19.89% of gross wages)	\$7.28
N.E.B.F. (3.00% of gross wages)	\$1.10
S.U.B. Fund (\$0.00 cents per hour worked)	\$0.00
<b>TOTAL PAYROLL PACKAGE</b>	<b>\$77.72</b>
Apprenticeship (2.53% of gross wages)	\$0.93
Administrative Maintenance Fund (0.40% of gross wages)	\$0.15
L.M.C.C. (\$0.22 cents per hour worked)	\$0.22
N.L.M.C.C. (\$0.01 cent per hour worked)	\$0.01
<b>TOTAL PACKAGE</b>	<b>\$79.03</b>

#### DEDUCTIONS:

**Working Dues – 3.00% of gross wages – Effective June 4, 2018**

Political Action Committee (P.A.C.) - \$0.05 (five cents) per hour worked

#### FOREMEN RATES:

Foremen – \$4.25 above Journeymen Technician Fire Alarm Hourly Wage Rate (\$40.87)

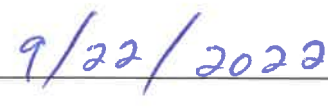
General Foremen – \$6.25 above Journeymen Technician Fire Alarm Hourly Wage Rate (\$42.87)

Area General Foremen – \$8.25 above Journeymen Technician Fire Alarm Hourly Wage Rate (\$44.87)

  
Executive Director

  
Date

  
Business Manager

  
Date



## **MEMORANDUM OF AGREEMENT – SIDE LETTER**

### **VOICE-DATA-VIDEO AGREEMENT**

This MEMORANDUM OF AGREEMENT between Local Union 701, IBEW and the Northeastern Illinois Chapter, NECA, shall take effect June 1, 2009 and shall remain in effect until changed or terminated per the provisions of Article I of the Voice-Data-Video Agreement as stated on the effective date of this MEMORANDUM OF AGREEMENT.

WHEREAS, the parties have previously entered into the aforesaid Collective Bargaining Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement, as hereinafter set forth;

BE IT RESOLVED, that the undersigned have mutually agreed that it is in the best interest of our collective membership and of our industry that the following Section as stated in the previous MEMORANDUM OF AGREEMENT pertaining to Section 2.08, dated 6/30/06, is hereby amended, and shall hereafter be and read as follows:

### **ARTICLE II**

#### **EMPLOYER RIGHTS – UNION RIGHTS**

Section 2.08. Any signatory Employer performing work described in the scope of this Agreement, within the above mentioned IBEW jurisdiction, shall observe the following portability provisions.

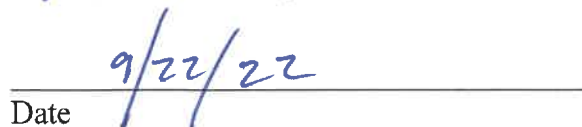
Traveling contractors shall be allowed to supply the first three (3) technicians on each jobsite, provided such employees have been obtained through the referral procedures of IBEW Local Unions 117, 150, 461 or 701. The next two (2) employees shall be referred from the Local Union where the work is being performed. Thereafter, the employer shall supply employees to the jobsite in an alternating fashion of one from the employer, then one from the Local Union etc., etc. However, reverse portability of manpower back into the Employer's base Local Union is not permitted in periods when unemployment exceeds ten percent (10%) of Journeymen Technicians available for work under Book I of the referral procedure and apprentices. In addition, during periods when unemployment exceeds ten percent (10%) of Journeymen Technicians and Apprentices available for work under Book I of the referral procedure, the number on non-resident employees allowed is reduced. During such periods, the traveling contractors shall be allowed to bring in the first two (2) technicians on each job. The next two (2) shall be referred from the Local Union, and then in an alternating fashion of one from the contractor, one from the Local Union etc., etc.

Additionally, in the event there are no Book I Technicians or individuals under the supervision of the JATC available, the employer shall be permitted to bring additional regular employees into the area on all VDV jobs until such time as any Book I Technicians or individuals under the supervision of the JATC become available. In the event that special skills, training or certifications are required, then an extra Technician(s) could be brought in with the Business Manager's approval.

This entire expanded portability provision is only available to traveling contractors whose base Local Union allows at least three employees per job into their area on a reciprocal basis. If there is no equal reciprocity in manpower, the National Agreement on Portability of Manpower shall be applicable.

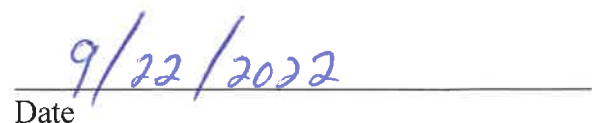
SIGNED:  
NORTHEASTERN ILLINOIS CHAPTER,  
NECA

  
Executive Director

  
Date

SIGNED:  
LOCAL UNION 701, IBEW

  
Business Manager

  
Date

## **MEMORANDUM OF AGREEMENT – SIDE LETTER**

### **VOICE-DATA-VIDEO AGREEMENT**

THIS SIDE LETTER to the Agreement between Local Union 701, IBEW and the Northeastern Illinois Chapter, NECA, shall take effect June 4, 2012, and shall remain in effect until terminated.

WHEREAS, the parties have previously entered into the aforesaid Collective Bargaining Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement, as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by the parties hereto as follows:

BE IT RESOLVED that the undersigned have mutually agreed that it is in the best interest of our collective membership and of our industry that the following Section is hereby amended in its entirety and shall hereafter be and read as follows:

### **ARTICLE III**

#### **REFERRAL PROCEDURE**

Section 3.05. 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 Groups for which he qualifies.

GROUP I      All applicants for employment who have four (4) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Technician's examination given by a duly constituted Local Union of the I.B.E.W. or have been certified as a Journeyman Technician by any Sound and Communication/Voice-Data-Video Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

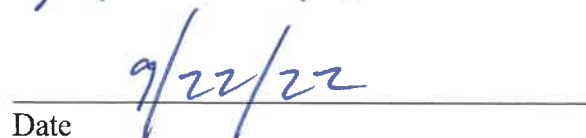
Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a Local Union shall be so registered electronically and remain on Group I in that Local Union unless and until the applicant designates another Local Union as his or her Group I Local Union. If an 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.

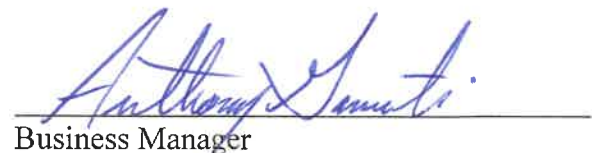
- GROUP II All applicants for employment who have four (4) or more years' experience in the trade and who have passed a Journeyman Technician's examination given by a duly constituted Sound and Communication/Voice-Data-Video Local Union of the I.B.E.W. or have been certified as a Journeyman Technician by any Sound and Communication/Voice-Data-Video Joint Apprenticeship and Training Committee.
- GROUP III All applicants for employment who have two (2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three (3) 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 (1) year.

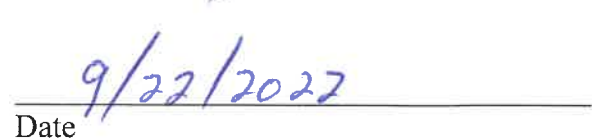
SIGNED:  
NORTHEASTERN ILLINOIS CHAPTER,  
NECA

  
Executive Director

  
Date

SIGNED:  
LOCAL UNION 701, IBEW

  
Business Manager

  
Date

**MEMORANDUM OF AGREEMENT – SIDE LETTER**

**VOICE-DATA-VIDEO AGREEMENT**

THIS SIDE LETTER to the Agreement between Local Union 701, IBEW and the Northeastern Illinois Chapter, NECA, shall take effect June 1, 2002, and shall remain in effect until terminated.

WHEREAS, the parties have previously entered into the aforesaid Collective Bargaining Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement, as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by the parties hereto as follows:

BE IT RESOLVED that the undersigned have mutually agreed that it is in the best interest of our collective membership and of our industry that the following Section is hereby amended in its entirety and shall hereafter be and read as follows:

**ARTICLE III**

**REFERRAL PROCEDURE**

Section 3.10. An applicant who is hired and who receives, through no fault of his own, work of fourteen (14) calendar days or less shall, upon re-registration, be restored to his appropriate place within his group.

SIGNED:  
NORTHEASTERN ILLINOIS CHAPTER,  
NECA

  
\_\_\_\_\_  
Executive Director  
  
  
\_\_\_\_\_  
Date

SIGNED:  
LOCAL UNION 701, IBEW

  
\_\_\_\_\_  
Business Manager  
  
  
\_\_\_\_\_  
Date

**MEMORANDUM OF AGREEMENT – SIDE LETTER**

**VOICE-DATA-VIDEO AGREEMENT**

THIS SIDE LETTER to the Agreement between Local Union 701, IBEW and the Northeastern Illinois Chapter, NECA, shall take effect June 1, 2009, and shall remain in effect until terminated.

WHEREAS, the parties have previously entered into the aforesaid Collective Bargaining Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement, as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, it is agreed by the parties hereto as follows:


BE IT RESOLVED that the undersigned have mutually agreed that it is in the best interest of our collective membership and of our industry that the following Section is hereby amended in its entirety and shall hereafter be and read as follows:

**ARTICLE XII**

**APPRENTICESHIP AND TRAINING**

Section 12.09. Each apprentice shall be required to satisfactorily complete the four-year course of study provided by the JATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than four years of related training.

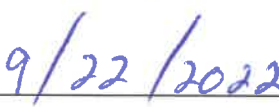
SIGNED:  
NORTHEASTERN ILLINOIS CHAPTER,  
NECA

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Date

SIGNED:  
LOCAL UNION 701, IBEW

  
\_\_\_\_\_  
Business Manager

  
\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING**  
**VOICE-DATA-VIDEO AGREEMENT**

THIS LETTER OF UNDERSTANDING (LOU)/TRIAL TRAINEE PROGRAM AS A SIDE LETTER to the Agreement between Local Union 701, IBEW, and the Northeastern Illinois Chapter, NECA, shall take effect September 5, 2022, and shall remain in effect until August 30, 2026. At the end of each year this LOU/Program will be evaluated for its effectiveness and utilization. All other provisions of the Voice-Data-Video Agreement remain applicable unless otherwise noted or modified herein.

WHEREAS, the parties have previously entered into the aforesaid Collective Bargaining Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement, as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, it is agreed by the parties hereto as follows:

BE IT RESOLVED that in the interest of obtaining and retaining market share in the electrical construction industry, the undersigned have mutually agreed to create this Letter of Understanding/Trial Trainee Program. While this Letter of Understanding/Trial Trainee Program is in effect it shall replace the Market Recovery/Small Works Agreement between Local Union 701, IBEW, and the Northeastern Illinois Chapter, NECA, which is a separate Agreement.

The primary purpose of the Trial Trainee Program is market expansion. Our goal is to increase market share by lowering overall composite rates to make us more competitive, and to improve training opportunities for current and future apprentices.

Local Union 701, IBEW, and the Northeastern Illinois Chapter, NECA, will provide opportunities to those who may be interested in an apprenticeship in the unionized electrical construction industry. Anyone interested in participating in the Trial Trainee Program must obtain a letter of recommendation from one of the Local's signatory Employers or the Local 701 Business Manager. It is intended that any applicant from a signatory Employer will be referred out to that Employer upon successful completion of all prerequisites. The applicant will then follow the Trainee Application Process as described in the Trainee Application Process that follows. All Trainees must be at least eighteen (18) years old at the time of application and must pass a mandatory drug screen (urine test) before being accepted into the Program.

Trainees may be given the opportunity to work up to two thousand (2,000) hours in this classification. After reaching this threshold, individuals may reapply and re-enter the program.

The Trainee Program begins with a non-paid electrical construction industry orientation. The orientation program includes OSHA 10, CPR, tool and material identification, and information about the Local's Apprenticeship Program. Upon completion of the orientation program, Trainees will be assigned by the Local to a signatory Employer and begin working on a jobsite.

The Employer shall contribute to the National Electrical Benefit Fund (NEBF) and the Local 701 Apprenticeship and Training Trust on behalf of all Trainees. Contributions to other benefit plans addressed in other Sections of this Agreement are not applicable to Trainees.

This Letter of Understanding/Trial Trainee Program does not cover any project or work that falls under the Davis-Bacon Act, Illinois Prevailing Wage Laws, Project Labor Agreements, and/or work funded or financed by union trust funds.

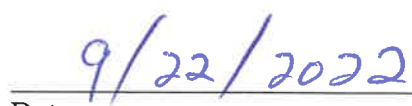
SIGNED:  
NORTHEASTERN ILLINOIS CHAPTER,  
NECA

  
Executive Director

  
Date

SIGNED:  
LOCAL UNION 701, IBEW

  
Business Manager

  
Date



## **TRAINEE REGISTRATION PROCESS**

The DuPage County JATC will be accepting applications EVERY TUESDAY, from 8:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 4:00 P.M. You must APPLY IN PERSON with a picture ID and your application fee. Our office is located at 28600 Bella Vista Parkway, Suite 1500, in Warrenville, Illinois 60555.

Each applicant must bring the following documentation:

1. A copy of your valid Driver's License.
2. A copy of your U.S. Birth Certificate, U.S. Passport, Certificate of U.S. Citizenship or Naturalization, or Permanent Resident Alien Card. (This information is required to prove eligibility to work in the U.S. and prove minimum age requirement of 17 at the time of registration).

Candidates MUST BRING COPIES of the above listed documents, original documents will not be copied in our office and any copies provided to the JATC office, will not be returned.

## **TRAINEE ORIENTATION PROGRAM**

Candidates for the Trainee Program will be selected based on the needs of the industry and completion of the orientation program.

All candidates will be required to attend an eight (8) hour Trainee Orientation Program. An administration fee of one hundred dollars (\$100.00) is required prior to the start of orientation.

Candidates must complete the following prior to job placement:

- Agree to and sign the terms of the 'Trainee Program Policy Statement'
- Submit and pass a urine drug screen
- Complete OSHA 10 training
- Complete CPR training
- Complete tool and material identification training

If the candidate successfully completes the orientation process as required, the administration fee will be applied to the tools required for work. Unsuccessful completions forfeit their administration fee.

## **TRAINEE SELECTION**

Those candidates who successfully complete the orientation process will be referred through the JATC Office to signatory contractors with thirty (30) day permits.

- Qualified Trainees shall be selected from the current application and ranking list.
- A qualified Trainee may be called off the list by submitting a letter of "intent to sponsor" to the JATC Office from a signatory contractor or the Local 701 Business Manager.

At permit renewal the Trainee must submit an hours worked report and a completed trainee evaluation report. The Trainee's attendance, attitude, and performance will be evaluated on a regular basis. In the event that the Trainee is deficient in any one of these areas, the Trainee will be dropped from the Program.

## **RATIOS**

### **EMPLOYER RATIOS:**

One (1) Trainee per shop that has five (5) or less JT's; two (2) Trainees per shop that has six (6) to ten (10) JT's. Shops with over ten (10) JT's will have a ratio of one (1) Trainee to ten (10) JT's. In no instance shall a shop have more than eight (8) Trainees.

<u><b>Journeyman</b></u>	<u><b>Trainees</b></u>
1 – 5	1
6 – 10	2
11 – 20	3
21 – 30	4
31 – 40	5
41 – 50	6
51 – 60	7
61 – 70	8

### **JOBSITE RATIOS:**

Trainees shall be included when calculating jobsite Apprentice Ratios per Article XII, Section 12.08, of the Voice-Data-Video Agreement.

**Trainees must be under the supervision of a Journeyman Technician at all times.**

## **SCOPE OF WORK**

Trainees shall be allowed to perform menial jobsite tasks such as material handling, loading and unloading equipment and tools, assemble fixtures, and jobsite cleanup related to electrical materials only. Trainees shall be permitted to perform a very limited amount of job tasks in order to develop job skills and trade competencies.

### **The following exceptions will be strictly enforced:**

1. Trainees shall never perform any type of work on an energized circuit.
2. Trainees shall never terminate any electrical work.
3. Trainees will not be allowed on any job that falls under the Davis-Bacon Act, Illinois Prevailing Wage Laws, Project Labor Agreements, and/or work funded or financed by Union Trust Funds.

## TOOL LIST

Hammer	Various Tip Screwdrivers
Utility Knife	Linesmen Pliers (Klein's)
Canvas Bag	Wire Strippers
Tape Measurer	

Trainees shall not remain employed, and the Employer may not add additional Trainees, if Apprentices become available for OJT assignment unless the Employer is already employing the full complement of Apprentices allowed, or has and is cooperating in the employment and training of Apprentices.

Trainees may work overtime after all other bargaining unit members have been offered such overtime. There is no transferring of Trainees for overtime.

All selected Trainees will be subject to Local 701's random drug testing policy.

Ratio and Trainee numbers may be increased at the Business Manager's discretion.

## WAGES

<b>Trainee</b>	<b>5/30/22 – 5/28/23</b>
Trainee Hourly Wage Rate	\$18.08
N.E.B.F. (3.00% of gross wages)	\$0.54
Administration (1.91% of gross wages)	\$0.35
<b>TOTAL PACKAGE</b>	<b>\$18.97</b>

The Employer shall contribute to the National Electrical Benefit Fund (NEBF) and the Local 701 Apprenticeship and Training Trust on behalf of all Trainees. Contributions to other benefit plans addressed in other Sections of this Agreement are not applicable to Unindentured.