

**VOICE, DATA, VIDEO AGREEMENT
ELGIN DIVISION, NORTHEASTERN ILLINOIS CHAPTER, NECA
AND IBEW LOCAL UNION 117**

This agreement made and entered into by and between Northeastern Illinois Chapter, National Electrical Contractors Association, Elgin Division and the International Brotherhood of Electrical Workers, is applicable to and shall be utilized by all firms signing a Letter of Assent to the Voice, Data, Video Agreement for all its work throughout the jurisdiction of the IBEW Local Union 117.

The term "Chapter or Employers" as hereinafter used, shall mean the Northeastern Illinois Chapter, National Electrical Contractors Association.

The term "Employer" as hereinafter used shall mean an individual firm, corporation or company who has signed this agreement or who has signed a Letter of Assent to this Agreement.

The term "IBEW" or "Union", as hereinafter used, shall mean the International Brotherhood of Electrical Workers.

The term "Local Union" as hereinafter used, shall mean an IBEW Local Union.

The term "Employee" or "Workmen", as hereinafter used, shall mean the workman or workmen listed and classified in this Agreement.

SCOPE

This agreement covers construction installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, and data inside wire, interconnect, terminal equipment, central office, PABX and equipment, micro waves. V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network). Incidental raceways not utilizing couplings and the installation of innerduct shall be allowed. All VDV Support Systems such as Innerduct, Fiber guard, Wiremold, Ladder Rack, Cable Tray, Whale-Bone tray, basket tray, finger tray in telecommunication rooms/closets of 2.000 square feet or less. Beyond 2000 square feet closet; first (2) employees can be Journeymen techs, next (2) employees Inside Journeymen Wiremen, alternate one to one thereafter for the assignment of manpower to perform such VDV support systems installations shall be permitted. Equipment racks for mounting

data/communications apparatus, bridal rings, and J-hooks shall be allowed on all installations. Wire-mold intended solely for the installation of Voice, Data and Video systems shall be allowed in all installations. DC power distribution and grounding utilizing #8 AWG wire and smaller shall be allowed in Central Office facilities. When any dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

This agreement does not cover any work, which properly comes under the work description of Inside JW (Journeyman Wireman), but shall cover the pulling of wire in raceways, but not the installation of raceways, except as permitted in preceding paragraph. It is recognized that Fire Alarm work falls under the scope of the Inside Agreement, but Fire Alarm work shall be allowed to be performed by Journeyman Technicians under this Agreement and wages shall be paid at the Journeyman Technician hourly wage rate and the benefit package rates. However, any Fire Alarm work that falls under the Davis-Bacon Act, Illinois Prevailing Wage Laws, Project Labor Agreements and/or work funded by Union trust funds shall be paid at one hundred percent (100%) of the Inside Journeyman Wireman wage and fringe benefit package.

WITNESSETH

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 difference 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 both male and female.

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 - This agreement shall take effect November 1, 2021 and shall remain in effect until November 2, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the closest Monday to November 1st through the closest Sunday to October 31st 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 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry 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.

(d) 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.

(e) 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 representing the Local Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when either party gives notice. 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 the employer and the local union. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

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

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

Section 1.09 - The Council on Industrial Relations pursuant to its basic rule number XI shall appoint an interim committee to investigate each issue that has been submitted to it by the local parties for adjudication under Article 1.08 of this agreement. The appropriate IBEW Vice President and Regional Executive Director of NECA shall be designated as the co-chairman of the committee. The co-chairman may appoint additional members to the committee not to exceed two members each. The purpose of this committee shall be to review those issues that have been referred by the local parties to the Council for adjudication. The interim committee shall make recommendations to the Council on each issue that has been referred to it prior to the next regular session of Council. The interim committee may share their recommendations with the local parties for their consideration prior to the Council session.

Section 1.10 - When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arise shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.11 - Any grievance which is not filed in writing within thirty working days of the grievant becoming aware of the grievance shall be deemed to no longer exist.

ARTICLE II
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, and 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.

Section 2.01 (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 this 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 unions' 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 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 - The employer shall have the right to call Foreman by name provided:

- (a) The employee has not been severed from his previous employer within the past two weeks.
- (b) 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 highest priority group.
- (c) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a "reduction in force".

Section 2.04 - 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.

Section 2.05 - The employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiation, but rather is determined solely within the IBEW by the International President and therefore, agrees to recognize and be bound by such determination.

Section 2.06 - The 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 2.07 - On all jobs requiring five (5) or more Technicians, at least every fifth Technicians, if available, shall be fifty (50) years of age or older.

UNION SECURITY

Section 2.08 - (a) Present Members - 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. 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 and former job sites, if and when a majority of the Employer's employees voluntarily authorizes the Union to represent them in collective bargaining.

(b) New Members - On the thirty-first day following the effective date of this section of the agreement or on thirty-first day following the beginning of employment with the employer, whichever is later, membership in the union shall be required with each employee in the bargaining unit as a condition of employment. This provision shall be operative in all States in which such provision is permitted by State Law.

Section 2.09 - Favored Nations Clause - (a) The Union agrees that if during the life of this Agreement, it grants to any other Employer in the Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in the Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

(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.

BRINGING IN NON-RESIDENT WORKPERSONS

Section 2.10 - An Employer signatory to a collective bargaining agreement or to letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

UNION DUES - DEDUCTIONS

Section 2.11 - 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 plus any contractual deductions. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the employers by the Local Union upon request by the Employer.

Section 2.12 - The local union agrees to hold the employer harmless from any action growing out of these deductions and commenced by any employee against the employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local Union.

MEMBERS CONTRACTING

Section 2.13 - 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 2.14 - 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 Labor-Management Committee.

All contractors shall extend the coverage of the Illinois Unemployment Compensation Act to all employees. Contractors must file their registration number assigned to them under the provisions of the said Act, with the Labor-Management Committee. Contractor's failure to file their registration number shall be considered as violating this agreement.

BONDING

Section 2.15 - (a) Each employer shall furnish a surety bond in increments of \$50,000 per five (5) employees or fraction thereof: employed under this labor agreement to secure payment of all amounts due on account of payroll, fund deductions, contributions and report obligations of the employer required by this agreement. The bond shall provide that it shall not be terminated without a thirty (30) day prior written notice to the employer and the Local Union. This bond shall be submitted on a form supplied by the union.

A list of contractors complying with this section will be submitted by the Union to the Elgin Division of the National Electrical Contractors Association upon written request by the Chapter.

(b) The Labor Management Cooperation Committee, as referenced in Article XV of this Agreement, has established a Master Wage and Benefit Bond Program. The requirements of Section 2.15, Paragraph (a) of this Agreement are therefore superseded by the LMCC Master Wage and Benefit Program for those signatory contractors who are covered through that program. For those contractors who are not covered by the LMCC Master Wage and Benefit Bond Program, the existing provisions of Section 2.15, Paragraph (a) will apply.

UNION DISCIPLINE

Section 2.16 - 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 bylaws or working rules that are in conflict with the provisions of this agreement.

Grievances against a foreman while acting as representative of an employer shall be processed against the employer as provided under the grievance procedure of this agreement.

SUBCONTRACTING

Section 2.17 - Any violations or annulment by an individual employer of this agreement or of the approved agreement of any Local Union of the IBEW, other than violations of paragraph 2 of this Section, will be sufficient cause for the cancellation of this agreement, after a finding has been made by the International President of the Union that such a violation has occurred.

The subletting, assigning or transfer by an individual 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 to be performed at the site of the construction, alteration, painting or repair of a building will be considered a material breach of this Agreement.

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

SAFETY

Section 2.18 (a) - There shall be a .Joint Safety Committee consisting of three members representing the employer and three members representing the Local 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 Article, 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 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 power actuated tools.

(c) - The employer shall furnish hard hats and all protective safety equipment.

(f) - The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work which is permitted 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.

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

(i) - Effective January 1, 2003, 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 (50) cents per hours, 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.

SUBSTANCE ABUSE

Section 2.19 - The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance and impairment should contain a strong rehabilitation component. The local parties recognize the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

OWNER IN FACT

Section 2.20 - An employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the employer, and who enjoys special privileges or status and/or who exercise control over the company may be deemed to be an "Owner in Fact" of the company.

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

All determination as to an individual's status as "Owner in Fact" shall be made by the Labor Management committee, based on consideration of the individual's special status" and/or the extent and nature of his control over the company, and shall be binding upon the parties. Should the committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.08 of this Agreement.

The "Owner in Fact" status shall not apply when an employer employs five (5) or more employees. Furthermore, after five (5) or more employees are employed, the "Owner in Fact" shall not work with the tools.

Section 2.21 - The Employer shall complete Davis-Bacon Wage and Fringe Benefit Determination forms for Federal and State projects after a job award and return completed forms immediately to the Local Union office. The forms will be provided by Local Union 117, I.B.E.W.

ARTICLE III

EMPLOYMENT REFERRAL PROCEDURE

Section 3.0 I - In the interest of maintaining an efficient system of production in the industry, providing for any orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in the 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 Local 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 Local Union shall select and refer applicants for employment without discrimination against such applicants by reason or membership or non-membership in the union; and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of union membership policies and 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 Technician examination given by a duly constituted local union of the IBEW or have been certified as a Sound and Communication Journeyman Installer 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 experience in the trade and or have passed a Sound and Communication Journeyman Installer Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Sound and Communication Journeyman Installer 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 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, addresses and social security numbers or 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 - Experience in the trade is defined as performing work covered by the Scope of this Agreement.

Section 3.09 - "Normal construction labor market" is defined to mean the geographical area as depicted in the local union agreements as listed below, plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured.

COUNTY TOWNSHIPS LOCAL 117

McHenry	All
Cook	That portion covered in the Bylaws of L.U. 117.
Kane	Hampshire, Rutland, Dundee, Burlington, Plato, Elgin, Virgil, Campton, and St. Charles, except the West ½ of Section 26, all of Section 27, South ½ of Section 28, All of Section 33, all of Section 34, and the West ½ of Section 35, and the St. Charles School for Boys in St. Charles township; all in the State of Illinois.

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

Section 3.10 - "Resident" means a person who has maintained his permanent home in the normal commute area of the applicable Local Union 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 3.11 - "Examination" - 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 Communications Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination having three years experience in the trade.

Section 3.12 - The Local Union shall maintain an "out of work list", which shall list the applicants within each GROUP in chronological order of the dates they register their availability for employment.

Section 3.13 - An applicant who is hired and who received, through no fault of his own, work of forty (40) hours or less shall, upon registration, be restored to his appropriate place within his GROUP.

Section 3.14 - Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the

Employer by first referring applicants in GROUP I in 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.

Section 3.15 - The only exception which shall be allowed in this order of referral is as follows: When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 3.16 - An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local NECA Chapter and a Public member appointed by both these members.

Section 3.17 - It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the applicable Local Union of Sections 3.04 through 3.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but 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 3.18- An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 3.19 - A representative of the applicable local NECA Chapter designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.20 - A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 3.21 - Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

Section 3.22 -- Reverse Layoff: When making reductions in the number of employees due to lack of work. Employers shall use the following procedure:

- (a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II and then those in Group I.
- (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 3.15 is required.
- (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Installer, they will be slotted in the appropriate Group in paragraph (a) above.

Section 3.23 - An Employer shall have the right to recall any former employee that the employer has laid off, provided:

- (a) The employee being recalled had worked for the employer for thirty (30) working days prior to being recalled.
- (b) The time elapsed since the last layoff from the employer has not exceeded a period of fifty-five (55) working days;
- (c) The former employee is on the highest priority referral list regardless of the individual's position on the list and has not quit or been terminated for cause from last job.
- (d) The former employee is not an apprentice.
- (e) An employee may only be recalled by an employer two (2) times per year or by mutual consent with the Business Manager.

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

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

ARTICLE IV

HOURS - WAGES - WORKING CONDITIONS

Section 4.01 - Working Hours - Eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m. with one-half (1/2) hour for a lunch period between 12:00 and 12:30 p.m., shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute the work week. The starting time may vary no earlier than two (2) hours before the normal start time and no later than one hour after the normal starting time.

The employer may institute, upon mutual agreement between the parties to this agreement, a workweek consisting of four consecutive 10-hour days, Monday through Friday, with one-half hour allowed for a lunch period for employees working on a construction jobsite. Saturday will not be a make-up day. The employer may institute a workweek consisting of four consecutive 10 hour days, Monday through Friday, with one-half hour allowed for a lunch period for employees working on a service truck. Saturday will not be a make-up day.

When a contractor receives a bona-fide request from a customer for a special shift which does not conform to the requirements of Section 4.02, a special shift may be worked if agreed to by mutual consent between the union and the employer's association.

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

On jobs in any Local Union's jurisdiction, employees are to be on the job or leave the shop at starting time and be back at the shop or stay on the job until quitting time.

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

Wages shall be paid in cash or by check weekly, no later than quitting time on the 32nd working hour following the close of the payroll period, which shall be Sunday, midnight, and not more than four (4) days wages may be withheld at any time.

Starting June 4, 2012 any contractor can implement electronic transfer of payroll checks. If an employee does not want electronic transfer the employee will have the option to have his or her check mailed to them or pick up his or her paycheck at the shop on their own time. Any contractor who mails checks must have them postmarked within thirty- two (32) regular working hours after the pay period ends. Employers who do not implement electronic transfer of payroll checks, along with all calls of fourteen (14) days or less, layoffs and fires, must pay employees in full and in person.

The contractor will be responsible for a "waiting time" penalty if the funds are not transferred to the employees account by thirty-two (32) working hours following the close of the payroll period, furthermore, the contractor will assume liability for all expenses related to "non-sufficient funds" (N.S.F.) bank charges resulting from a late electronic transfer of pay.

Pay Check Delivery or Pickup - When wages are not paid on the job, employees shall be allowed sufficient time to reach the employer's shop before regular quitting time.

Waiting Time - In the event that employees are not paid, within thirty-two (32) hours following the close of the payroll period, waiting time shall be paid at the straight time rate of pay at the conclusion of the designated pay day, however, not more than eight (8) hours in any twenty four (24) hour period shall be charged.

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, also he shall be responsible for any and all fees and charges incurred by the employee due to the employers un-honored check.

Section 4.02 Shift Work When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 P.M. and 1 :00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus ten percent (10%).

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus fifteen percent (15%) for all hours worked.

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

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

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

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

OVERTIME AND HOLIDAYS

Section 4.03 - (a) - Overtime Pay and Holidays - Work performed after the

conclusion of the normal work day and work on Saturdays shall be paid for at one and one-half (1 1/2) times the regular straight time rate. Work performed on Sundays and the following holidays - New Years Day; Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such, shall be paid at two (2) times the regular straight time rate.

(b) - Job Site Change for Overtime. 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.

INCLEMENT CONDITIONS

Section 4.04 - Show-Up Time - All workmen shall have their time paid from the time of reporting to work and shall not be paid less than four (4) hours of any one (1) regular work day unless it is through some fault or their own, except in the event of a condition over which the employer has no control, such as bad weather conditions. Then the employees shall be paid two (2) hours show-up time. In the event that work is started they shall be paid four (4) hours; the same applies to work after lunch, six (6) hours after 12:30 p.m. and eight (8) hours after 2:30 p.m. Should employees be unable to report to work, they must notify the employer two (2) hours before starting time. 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 work day.

TRANSPORTATION

Section 4.05 - (I) - 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 shop to job, job to job, 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 2 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.

(2) - For any day when employees are ordered to begin or end their workday at a jobsite greater than twenty five (25) miles outside the geographical boundary of the local union

from which they were referred, the employee shall be paid the gross sum equal to 30 percent of one hour total package, at straight time Installer /Technician rate, for each event only if the employee does not utilize an Employer/Company vehicle (with gasoline, toll fees, and parking fees paid for 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 4.06 - 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 4.07 - The Business Manager of the union 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 and/or on a job. The steward shall be a working employee who, in addition to this work as a Journeyman Installer Technician, shall be permitted to perform during the working hours such of his union duties as cannot be performed at other times. These duties shall be performed as expeditiously as possible. The steward shall not leave the job site to which he is assigned without permission of the employer, or the employer's representative on the job. The steward shall be the last laid off from the job, with the exception of the foreman, providing the employer has been 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 of the Union shall meet within twenty four (24) hours and adjust the difficulty to the mutual satisfaction of both parties. If they are unable to reach an agreement the problem will be referred to the Labor Management Committee.

The steward's duties shall be as follows:

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

Article I of this agreement, Grievances and Disputes.

NOTICE OF LAYOFF

Section 4.08 - Layoff and Discharge - 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 the union or the employee in writing upon request. 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 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.

INSTALLATION AND CUT OVERS

Section 4.09 - 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 Technician who has a trainee with less than 45 days experience riding with him. A crew shall consist of not less than five (5) men, including the foreman.

TOOLS

Section 4.10 – All classifications of technicians (including install/technicians) shall provide themselves with the following minimum 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 thru 7/16)
16. Hacksaw
17. Hammer
18. Tool pouch
19. Volt-ohm meter
20. Toolbox (20" x 8 1/2" 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")

Section 4.11 - A 3/8" drill, electronic equipment and cord are permitted to be transported as non-personal tools in personal vehicle except that listed above and his own kit of personal tools.

EMPLOYER TOOLS AND EQUIPMENT

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

Employees who agree to use personal vehicles shall receive IRS rate for traveled road miles and be reimbursed for toll charges and parking. If such employee is asked to transport Employer material or equipment weighing not more than 50lbs, tools and excluding ladders, other than normal hand shall be paid a daily travel allowance of \$5.00. Employee shall maintain automobile insurance coverage against normal risk and take all reasonable measures for safekeeping of Employer equipment and material. However, this provision shall not exclude the Employer from responsibility for loss 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.

STANDBY AND CALL OUT

Section 4.13 -When the Employer elects to assign, and an 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.

When an employee on standby duty is required to leave his off duty location and immediately report to work at the designated report location or customer site, the employee shall be paid the applicable overtime rate, plus an additional 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. All assignments that are contiguous with a scheduled work tour shall be paid at the applicable overtime rate.

ARTICLE V

APPRENTICESHIP AND TRAINING

Section 5.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 6 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (3) shall be appointed in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all other (un-indentured, intermediate journeymen, etc.)

Section 5.02 All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3-year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

Section 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor- Management Committee for resolution as outlined in Article I of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement.

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

Section 5.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In consideration the qualifications, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06 To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The Local Union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one apprentice to three (3) Journeyman Installer Technicians normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct-entry through organizing; as provided for in the registered apprenticeship standards.

Section 5.09 Though the JATC cannot guarantee any number of apprentices, if a

qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices then permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Un-indentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

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

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

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

Section 5.11 The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12 Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Installer Technicians or fraction thereof as illustrated below

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

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

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

single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13 An apprentice is to be under the supervision of a Journeyman Installer Technician at all times. This does not imply that the apprentice must always be in - sight- of a Journeyman Installer Technician. Journeyman Installer Technicians are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

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

Section 5.14 Upon satisfactory completion of apprenticeship, JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1946 as amended, ERISA and other applicable regulations.

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

Section 5.16 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is (See Appendix A). This sum shall be due the Trust Fund by the same date as their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

Section 6.01 - Leave of Absence -

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 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 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.
- (c) Any other absence required by law.

ARTICLE VII WAGES AND FRINGE BENEFITS

Section 7.01 - **Rate of Wages per hour.**

Journeyman Installer Technician See Appendix A

Effective November 1, 2021 - \$2.00-hour total package increase. \$.44 shall be allocated to the pension Fund from total package increase.

Effective October 31, 2022 - \$2.20-hour total package increase. \$.79 shall be allocated to new VAPP benefit structure from total package increase.

Effective October 30, 2023 - \$2.30- hour total package increase. \$.83 shall be allocated to new VAPP benefit structure from total package increase.

Effective November 4, 2024 - \$2.41-total wage package increase. \$.87 shall be allocated to new VAPP benefit structure from total package increase.

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

AMF and NECA are additional to these amounts.

Foreman's wages will be \$2.40 above the base rate for Journeyman Installer Technicians.

Apprentice Installer/ technicians				
Period	Percent of Install/Tech Rate	Elapsed Time +	Minimum Accumulative OJT Hours	Related Training
	50%	0	0	+ SATISFACTORY PROGRESS
2	55%	6 MONTHS	800	+ SATISFACTORY PROGRESS
3	55%	1 YEAR	1601	+1ST. YR. SCHOOL COMPLETED
4	60%	1.5 YEARS	2400	+ SATISFACTORY PROGRESS
5	65%	2 YEARS	3200	+ 2ND YR. SCHOOL COMPLETED
6	70%	2.5 YEARS	4000	+ SATISFACTORY PROGRESS
7	80%	3 YEARS	4800	+ 3RD. YR. SCHOOL COMPLETED
8	90%	3.5 YEARS	5600	+SATISFACTORY PROGRESS
END	100%,	4 YEARS	6400	+ 4 ¹¹¹ YR SCHOOL COMPLETED

To be advanced the apprentice must have satisfactorily completed both requirements OJT hours and related training as indicated above.

(Example to be promoted to fifth period, one must have served at least six months as a fourth period apprentice, accumulated a minimum of 3200 hours of OJT and satisfactorily completed the second year of related training.)

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

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

Section 7.02 - It is mutually agreed that the employer shall deduct weekly and remit to the union monthly assessment (dues) in the amount specified in the local union by-laws for each installer/technicians and apprentice who is a member of the I.B.E.W. and who has signed a deduction authorization.

Section 7.03 - A Journeyman Installer Technician may take additional training classes that are industry related. The Journeyman Installer Technician must submit an official course description to the Committee to obtain approval before enrollment. When the course is completed with a passing grade, the Journeyman Installer Technician will be reimbursed at a maximum rate of \$250.00 per class with a maximum of \$1,000.00 per year (4 classes).

ARTICLE VIII

ELECTRICAL WORKERS GENERAL WELFARE FUND

Section 8.0 I -All employers signatory to this agreement shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all employees who are part of the bargaining unit.

The contributions required under this Agreement for each employee described in paragraph I shall be made, at the rates set by the Board of Trustees for the fund. Currently the base coverage rate for Journeymen Technicians, fourth year Apprentices for Plan 18 coverage is listed in Appendix A, and the base coverage for first year Apprentices, second year apprentices and third year apprentices is listed separately in Appendix A. The local parties have further agreed to allocate an additional contribution amount to the Special Fund Account benefit under the same Fund for each employee at a rate which has currently been established for Journeyman Technicians as listed in Appendix A and for Apprentices of all periods as listed separately in Appendix A, with said amounts to be added to the respective required base coverage rate. The rates set forth above shall be effective on the Effective Date of this Agreement. These contributions shall be due on the 15th day of the month following the month in which work is performed.

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

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

ARTICLE IX

PERSONAL ACCOUNT

Section 9.01. All Employers signatory to this Agreement shall accept a voluntary written authorization from member employees and make deductions at a rate equal to the applicable percentage rate listed in Appendix A of gross wages paid to employees for the purpose of providing a personal account pursuant to the terms and conditions of the IBEW Local 117 Personal Account Program. The Union agrees that it shall be the

responsibility of each employee to submit the necessary authorization to the Employer and to establish an individual account with a financial institution selected by the parties to receive payroll deductions for the IBEW Local 117 Personal Account Program. The Employer agrees to deduct and forward to the program depository indicated by the Union and NECA representatives, which may include to the Local Labor-Management Cooperation Committee, not later than fifteen (15) calendar days following the end of each calendar month. Any and all administrative expenses that may arise in the operation of the collection and distribution of deductions made under this negotiated payroll practice following the remittance of said deductions will be taken out of the monies that are to be submitted under this provision.

Section 9.02. Every Employer shall be required to file a properly executed report in duplicate, or through an approved electronic means of reporting, of the hours worked by each employee covered by this Agreement for every calendar month, together with the contributions and deductions due and owing the funds, as well as the deductions for this Personal Account Program, as reflected by said report.

Section 9.03. Said reports shall be filed on or before the 15th of the month following the month for which the report is due. Said reports and deductions not received during this grace period may result in a grievance being filed against the Employer in accordance with Article I of this Agreement. In addition, if requested, the delinquent deductions shall bear interest at the maximum legal rate of interest allowed under Illinois law from the due date until they are paid.

ARTICLE X

ELECTRICAL WORKERS GENERAL PENSION FUND

PENSION FUND

Section 10.01. All employers signatory to this agreement shall contribute at a rate equal to (See Appendix A) of gross wages paid to employees to the IBEW Local 117 Pension Funds for the purpose of providing pensions pursuant to the terms and conditions of the agreements and declarations of trusts establishing the IBEW Local 117 Pension funds. Contributions shall

be received by the fund depository not later than fifteen (15) calendar days following the end of each calendar month. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to twenty percent (20%) of the amount of the contribution which are owed. The employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the cost to be actual and substantial, though difficult to ascertain. However, the employer acknowledges these costs to be a minimum of twenty percent (20%), waiving the necessity of any additional proof thereof. In addition, the delinquency contributions shall bear interest at the maximum legal rate of

interest allowed under Illinois law 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 providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the L.U. 117 Fringe Benefits Account.

further, in the event that 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 XI

ENFORCEMENT AND AUDITS

Section 11.01 - Notwithstanding any other provisions of the agreement, the union shall be permitted to remove workers whom they represent from any and all job sites for nonpayment of wages and/ or benefits without notice to the delinquent employer who it deems such action necessary in order to protect the employees from violation of the wage and benefit provision of this agreement. Liquidated damages in the amount of 20% will be assessed for each delinquent payment.

The trustees of the aforementioned Welfare, Pension and JATC Funds 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 the 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 Bylaws.

ARTICLE XII

NATIONAL ELECTRICAL BENEFIT FUND

Section 12.01 - 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 National Employees Benefit Fund the individual employer will forward monthly to the NEBF designated local collection agent an amount (see Appendix A) of his 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 to the appropriate local collection agent not later than fifteen (15) calendar days following the end of the 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 his Labor Agreement.

Section 12.02 - (a) The failure of an individual employer to comply with the provisions of Section 12.01 shall also constitute a breach of this Labor 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 labor union to require an employer to pay into the affected Joint Trust Funds established under this agreement any delinquent contributions to such funds which may have resulted in the violation.

(b) If, as a result of violations of this section, it is necessary for the Local Union and/or the Trustees of the Joint Trust Funds to institute court action to enforce an award rendered in accordance with sub-section (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 Local Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action. Liquidated damages in the amount of 20% will be assessed for each delinquent payment.

ARTICLE XIII

ADMINISTRATIVE MAINTENANCE FUND

Section 13.01 - All employers covered by this Agreement shall contribute (See Appendix A) of the gross labor payroll of each employees covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the Collective Bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the fund shall be the sole responsibility of the Fund and the Northeastern Illinois Chapter, NECA, and not the Local Union.

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

ARTICLE XIV

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 14.01 - 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. 816 (c) (9). The purpose of this fund includes the following:

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

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

Section 14.02 - 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 14.03 - Each employer shall contribute (See Appendix A) 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 14.04 - If an employer fails to make the required contributions to the fund, the trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the employer is in default, the employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damage incurred by the fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE XV

LOCAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 15.01 - The parties agree to participate in a Labor-Management Cooperation fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978,

29 U.S.C. Section 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186 (c)(9). The purpose of this fund includes the following:

1. To improve communication between representatives of Labor and Management.

2. To provide workers and Employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness.
3. To assist workers and Employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process.
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry.
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry.
6. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production.
7. To engage in public education and other programs to expand the economic development of the electrical construction industry.
8. To enhance the involvement of workers in making decisions that effect their working lives.
9. To engage in any other lawful activities incidental or related to 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 LMCC, as provided in said Agreement and Declaration of Trust, or other governing documents.

Section 15.03 - Each Employer shall contribute (See Appendix A) per hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The I.B.E.W. Locals 117, 150, and 461 Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this fund.

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

also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE XVI

NATIONAL ELECTRICAL INDUSTRY FUND (Required of NECA Members Only)

Section 16.01 - Each individual Employer shall contribute an amount not to exceed one percent (1 %) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions.

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

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

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

ARTICLE XVII

Section 17.01 -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.

SAVING CLAUSE

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

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

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



BRUCE GREEN-CHAPTER MANAGER

JESSE LENART-BUSINESS MANAGER

10-22-21

DATE

10-22-21

DATE

APPENDIX "A"
WAGE AND BENEFIT INFORMATION SHEET

The following are the new wage rates and new total package amounts for the VDV Agreement between Local 117, IBEW and the Elgin Division, Northeastern Illinois Chapter NECA, Inc., effective November 1, 2021, 2020.

Tele Technicians	11/01/2021 to 10/30/2022
Hourly Wage Rate	\$ 43.48
Health & Welfare (H&W 11.79, SFA 2.22), Effective 1/3/2022(H&W 12.01, SFA 2.00)	\$ 14.01
Pension (34.07% of gross)	\$ 14.81
N.E.B.F. (3% of gross wages)	\$ 1.30
Apprenticeship (2% of gross)	\$.87
Admin Maintenance Fund (.40% of gross wages)	\$.17
N.L.M.C.C. (\$.01 per hour worked)	\$.01
L.M.C.C. (\$.20 per hour worked)	\$.20

DEDUCTIONS

Working Dues – 3.25% of Gross Wages

Vacation – 8.5% of Gross Wages

SUPERVISORY RATES

Foreman -- \$2.40 above base

Appendix A Continued Apprentice Rates

- The AMF (0.40%), Working Dues (3.25%) and Personal Fund Amounts (8.5%) also apply

1st Year Apprentice 45%

11/1/2021 – 10/30/2022:

Hr. Rate =	\$19.57/hr.
H/W =	\$2.59/hr.
SFA=	\$1.50/hr.
Total Pension =	\$6.67/hr. (34.07% wage)
NEBF =	\$0.59/hr (3% wage)
JATC =	\$0.39/hr (2% wage)
LMCC =	<u>\$0.21/hr.</u>
	\$31.52/hr.

1st Year Apprentice 50%

11/1/2021 – 10/30/2022:

Hr. Rate =	\$21.74/hr.
H/W =	\$2.59/hr.
SFA =	\$1.50/hr.
Total Pension =	\$7.41/hr. (34.07% wage)
NEBF =	\$0.65/hr. (3% wage)
JATC =	\$0.43/hr. (2% wage)
LMCC =	<u>\$0.21/hr.</u>
	\$34.53/hr.

2nd Year Apprentice 55%

11/1/2021 – 10/30/2022:

Hr. Rate =	\$23.91/hr.
H/W =	\$2.59/hr.
SFA=	\$1.50/hr.
Total Pension =	\$8.15/hr. (34.07% wage)
NEBF =	\$0.72/hr. (3% wage)
JATC =	\$0.48/hr. (2% wage)
LMCC =	<u>\$0.21/hr.</u>
	\$37.56/hr.

2nd Year Apprentice 60%

11/1/2021 – 10/30/2022:

Hr. Rate =	\$26.09/hr.
H/W =	\$2.59/hr.
SFA =	\$1.50/hr.
Total Pension =	\$8.89/hr. (34.07% wage)
NEBF =	\$0.78/hr. (3% wage)
JATC =	\$0.52/hr. (2% wage)
LMCC =	<u>\$0.21/hr.</u>
	\$40.58/hr.

3rd Year Apprentice 70%

11/1/2021 – 10/30/2022:

Hr. Rate =	\$30.44/hr.
H/W =	\$2.59/hr.
SFA =	\$1.50/hr.
Total Pension =	\$10.37/hr. (34.07% wage)
NEBF =	\$0.91/hr. (3% wage)
JATC =	\$0.61/hr. (2% wage)
LMCC =	<u>\$0.21/hr.</u>
	\$46.63/hr.

3rd Year Apprentice 80%

11/1/2021 – 10/30/2022:

Hr. Rate =	\$34.78/hr.
H/W =	\$2.59/hr.
SFA =	\$1.50/hr.
Total Pension =	\$11.85/hr. (34.07% wage)
NEBF =	\$1.04/hr. (3% wage)
JATC =	\$0.70/hr. (2% wage)
LMCC =	<u>\$0.21/hr.</u>
	\$52.67/hr.

4th Year Apprentice 90%

11/1/2021 – 10/30/2022:

Hr. Rate =	\$39.13/hr.
H/W =	\$12.01/hr.
SFA =	\$1.50/hr.
Total Pension =	\$13.33/hr. (34.07% wage)
NEBF =	\$1.17/hr. (3% wage)
JATC =	\$0.78/hr. (2% wage)
LMCC =	<u>\$0.21/hr.</u>
	\$68.13/hr.

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


BRUCE GREEN-CHAPTER MANAGER

DATE

10-22-21

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


JESSE LENART-BUSINESS MANAGER

DATE

10-22-21

SIDE LETTER
MEMORANDUM OF AGREEMENT
VOICE, DATA, VIDEO AGREEMENT

This MEMORANDUM OF AGREEMENT between IBEW Local 117 and the Northeastern Illinois Chapter NECA, shall become effective November 1, 2021, 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 are entered into the Voice, Data Video 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 2.10, signed 08/16/06 and 06/01/2009, is hereby amended, and shall hereafter be and read as follows:

ARTICLE II

Section 2.10 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 procedure 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 10% of Journeyman Installer Technicians available for work under Book I of the referral procedure and apprentices. In addition, during periods when unemployment exceeds 10% of Journeyman Installer Technicians and Apprentices available for work under Book I of the referral procedure, the number of non-resident employees allowed I 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 that 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 will be applicable.

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

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

 10-22-21

CHAPTER MANAGER DATE

 10-22-21

BUSINESS MANAGER DATE

Letter of Understanding
IBEW Local 117 Expanded Scope for Construction Wiremen Level One

This Letter of Understanding (L.O.U.) for Construction Wireman Level One (CW1) expanded scope of work, a side letter to the Market Recovery Agreement (M.R.A.) between Local Union 117 and the Northeastern Illinois Chapter of NECA, shall take effect May 31, 2021 and remain in effect through the Term of the Inside Agreement and Voice Data Video Agreement. This L.O.U. does not contain a sunset clause. All other provisions of the Market Recovery Agreement are unchanged by this L.O.U. At the end of each year this L.O.U. will be evaluated for its effectiveness and utilization and the impact it has had.

The Primary purpose this L.O.U. is to help with market expansion and to recruit and identify individuals interested in working within the electrical construction and voice, data, video industry and providing qualified individuals for future apprenticeship application to the local program. In order for Employers to qualify to participate within the terms of this L.O.U. they must regularly be involved with the training of apprentices within the local program.

CW1 shall be allowed to perform menial jobsite tasks outside of the normal scope of work within the Market Recovery Agreement between the parties such as material handling, loading and unloading equipment and tools, assemble fixtures, fixture lay in, trench work, etc. CW1 shall be permitted to perform a very limited amount of job tasks in order to develop job skills and trade competencies.

CW1 Shall not perform any type of work on energized circuit or terminate any electrical or VDV work. Once placed on the job, the CW1's attendance, attitude, and performance will be evaluated on a regular basis. CW1 cannot be used on work that falls under State Prevailing Rate jobs, Davis Bacon jobs, Project Labor Agreements and/or work funded or financed by union trust funds.

Employer Ratios - One (1) CW1 per shop that has ten (10) or less JWs. Shops over ten (10) JWs will have a ratio of one (1) CW1 up to ten (10) JWs. In no instance shall a shop have more than six (6) CW1s. In no instance will a shop have more CW1s than apprentices except when the JATC does not have any apprentices available for assignment to such an employer or the employer has accepted the assignment of an offsetting number of apprentices from the local JATC within the preceding eighteen (18) month period and employed each said apprentice(s) for a minimum of 60 days. The Employer ratios will be evaluated annually by the JATC.

Job Site Ratios - CW1s shall be included when calculating jobsites Apprentice Ratios under the L.O.U.

CW1 is not to be used as a replacement for indentured apprentice or Journeyman Wireman or Journeyman Technicians.

CW1s shall not remain employed, and the Employer may not add additional CW I 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.

CW1s may be given the opportunity to work up to four thousand (4000) hours in this classification.

However, a CW1 who meets the training requirements specified by the JATC and advances to the CW2 level while working under this L.O.U. may continue to work under this L.O.U. for up to a cumulative total of four thousand (4000) hours in both levels combined if they have made application to the apprenticeship program and meet the basic qualifications for making such application. Wages for CW2 shall be per the Market Recovery Agreement.

CW1 may work overtime after all other employees have been asked.


CW1 will be subject to Local 117's random drug test policy.

Any applicant who is interested in this expanded CW 1 program must obtain a letter of recommendation from one of the Local's signatory employers or the Local 117 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. All applicants must be at least 18 years old at the time of application and pass a mandatory drug screen before being accepted into the program. Applicants who are accepted into employment under this L.O.U. and subsequently are terminated for cause or quit will not be allowed to re-apply for employment as a CW under this L.O.U. Each CW shall be required to complete OSHA 10 Hour Training on-line before beginning employment. The JATC will also require a one-day orientation prior to approving the assignment of the CW to the Employer.

Employees working under the classifications, terms, and conditions specified above, may be included within the number of bargaining unit personnel that are allowed to be brought into another jurisdiction if they are traveling from an IBEW Local Union that has entered into a reciprocal agreement on portability recognizing such employees from the IBEW Local Unions affiliated with the Northeastern Illinois Chapter of NECA, which could include Local Unions 117, 150, 461 and 701. This L.O.U. is intended to satisfy the reciprocal requirement basis for the above Locals that do the same for IBEW Local Union 117.

The wage package for CW I while working under this L.O.U. is specified within Appendix 1 of this L.O.U...

Signed and Dated


Business Manager
IBEW Local Union 117


Executive Director
Northeastern Illinois Chapter, NECA

APPENDIX I

WAGES AND BENEFITS

Construction Wireman Level One (LOU)	Date 11/01/2021 – 11/02/2025
Hourly Wage Rate	\$15.00
N.E.B.F (3.00% of gross wages)	\$0.45
TOTAL NEGOTIATED PACKAGE	\$15.45

NECA Service Charge .6% *	\$0.09
Union Working Dues (3.25% Deduction)**	(\$0.49)

*NECA Service Charge is only applicable for members

**Union Working Dues deduction is only applicable after 2,000 hours

The Employer shall contribute to the National Electrical Benefit Fund (NEBF) Contributions to other benefit plans addressed in other Sections of the Market Recovery Agreement are not applicable.