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International Brotherhood of Electrical Workers

Local 150

Voice - Data - Video Agreement

November 4, 2024

Thru

November 29, 2026

Revised 11/4/2024

VOICE, DATA and VIDEO AGREEMENT

This Agreement made and entered into by and between the Lake County Division, Northeastern Illinois Chapter National Electrical Contractors Association, Inc. and Local Union 150, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, is applicable to and shall be utilized by all firms signing a Letter of Assent to the Voice, Data and Video Agreement for all its work throughout the jurisdiction of Local Union 150, Lake County, Illinois.

The term "Chapter or Employers", as used hereinafter, shall mean the Lake County Division, Northeastern Illinois Chapter, NECA.

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

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

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

SCOPE

The work covered by this agreement shall include the installation, testing, service, and maintenance of all VDV systems which utilize the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security, and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low-voltage master clock systems.

- I. This agreement specifically includes the following work:
 - A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
 - 1. Background/foreground music
 - 2. Intercom and telephone interconnect systems
 - 3. Telephone systems
 - 4. Nurse call systems
 - 5. Radio Page systems
 - 6. School intercom and sound systems
 - 7. Burglar alarm systems
 - 8. Low-voltage master clock systems
 - 9. Multimedia/multiplex systems
 - 10. Sound and musical entertainment systems
 - 11. RF systems
 - 12. Antennas and wave guide
 - 13. DC Power distribution and grounding #6 AWG wire or smaller in a central office
 - B. TELEVISION AND VIDEO SYSTEMS
 - 1. TV monitoring and surveillance systems
 - 2. Video security systems
 - 3. Video entertainment systems
 - 4. Video educational systems
 - 5. Microwave transmission systems
 - 6. CATV and CCTV
 - C. SECURITY SYSTEMS
 - 1. Perimeter security systems
 - 2. Vibration sensor systems
 - 3. Card access systems
 - 4. Access control systems
 - 5. Sonar/infrared monitoring equipment
 - D. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE "SCOPE")
 - 1. SCADA (Supervisory Control and Data Acquisition)
 - 2. PCM (Pulse Code Modulation)
 - 3. Inventory control systems
 - 4. Digital data systems
 - 5. Broadband and baseband and carriers
 - 6. Point-of-sale systems
 - 7. VSAT data systems
 - 8. Data communication systems

9. RF and remote-control systems
10. Fiber-optic data systems

E. THE INSTALLATION OF VDV SUPPORT SYSTEMS SUCH AS:

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

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

The first three (3) employees will be Telecommunication Technicians, the next three (3) employees will be Inside Journeyman Wireman. The employer will then alternate every other employee needed between these two classifications. Equipment racks for mounting data communications apparatus, bridal rings and J hooks shall be allowed on all installations.

II. This agreement specifically excludes the following work:

1. The Installation of power conduit not otherwise specified in this Agreement.
2. The installation of complete continuous conduit systems not otherwise included.
3. The complete installation of nonintegrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer-controlled manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so, connected shall not be part of this agreement.
4. Any work which properly and exclusively comes under the work description of Inside Journeyman Wireman (however, the pulling of wire in raceways is included).

III. Fire Alarm Work

Alarm work shall be allowed to be performed by Journeyman Technicians and wages shall be paid at three percent (3%) over the Journeyman Technician wage hourly rate and the Benefit package rates and percentages will be paid at the Journeyman Technician rates (Appendix B). 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.

Employers shall be allowed to bring in 2 (two) nonresident VDV Technicians to perform Fire Alarm work per job, provided the system is a multi-conductor, low-voltage system and the employer is in compliance with all the provisions of Section 2.08 of this agreement.

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 differences that may arise between the Employer and the Union during the life of this Agreement.

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

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

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 This Agreement shall take effect November 4, 2024, and shall remain in effect until November 29, 2026, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the closest Monday to December 1st through the closest Sunday to November 30th 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 (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the local negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

MUTUAL CONSENT

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall

be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

STATUS DURING DISPUTES

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 notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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

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

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

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01(a) Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Voice, Data, Video Industry. Therefore, an Employer who contracts for Voice, Data, Video work is a person, firm, or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing not less than one Employee.

(b) All employer vehicles that are being used by collective bargaining unit employees for the purpose of installing V.D.V. 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 Union's geographical jurisdiction in determining the need and number as well as the person who will act as foreman, in requiring all Employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all Employees to observe all safety regulations, and in discharging Employees for proper cause.

Section 2.03 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.

(a) The Employer shall have the right to call foreman by name provided: 1. The Employee has been registered on the appropriate out-of-work book for two (2) weeks or is below number ten (10) on the Group I list.

2. The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested as a foreman. Upon such request, the Business Manager shall refer said foreman, provided the name appears on the Group I list.
3. When an Employee is called as a foreman, he must remain as a foreman for one thousand (1,000) hours or must receive a "Reduction in Force".

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

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

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

Section 2.05 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 2.06(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 this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

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

UNION RECOGNITION AND SECURITY

Section 2.07) 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, and if when a majority of the Employer's employees voluntarily authorizes the Union to represent them in collective bargaining.

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

(b) New Members. On the thirty-first day following the effective date of this Section of the Agreement or on the 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 subject to the provisions of Section 8 (a) (3) of the Labor/Management Relations Act, 1947, as amended. This provision shall be operative in all States in which such provision is permitted by State Law.

BRINGING IN NON-RESIDENT WORKMEN

Section 2.08 An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

UNION DUES - DEDUCTIONS

Section 2.09 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member 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 2.10 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 2.11 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 2.12 For all Employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a Company authorized to do business in this State, Social Security, and 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. Failure of a contractor to file their registration number shall be considered a violation this Agreement.

BONDING

Section 2.13 A surety bond in the following amounts shall be secured by all contractors before beginning work in the jurisdiction covered by this Agreement:

- (a) A payroll and fringe benefit bond to meet Labor Agreement requirements: One through seven men, \$50,000.00; eight through fifteen men, \$100,000.00. When an employer's work force exceeds fifteen men, the Labor Management Committee shall review his position within 30 days to determine if additional bonding is required.
- (b) The Payroll and Fringe Benefit Bond language in Article II 2.13(a) is amended as follows for a one (1) man or two (2) man shop only: For a period not to exceed 18 months once a letter of assent has been signed with a dollar amount of the bond equal to \$10,000 per employee up to a maximum of \$20,000. All other payroll and Fringe Benefit Bond provisions shall remain in effect.
- (c) The Labor Management Cooperation Committee, as referenced in Article XVII of this Agreement, has established a Master Wage and Benefit Bond Program. The requirements of Section 2.13, 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 2.13, Paragraph (a) will apply.

- (d) The Labor Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents. The Bond shall provide that it shall not be terminated without a thirty (30) day notice to the employer and the Local Union.

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

UNION DISCIPLINE

Section 2.14 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 2.15 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 or annulment 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 or 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 2.16 (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 powder actuated tools.

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

(f) The safe work practices that are in effect on utility company property, which are more stringent than those in this Agreements, 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 ensure the safety of its Employees and their compliance with these safety rules and standards.

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

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

(j) Effective January 1, 2003, on any job at a facility complying with Department of Energy guidelines where workman are required to wear any type of radiation device, an additional fifty (50) cents per hour, which will be subject to applicable fringe benefits, will be added to the rate of pay for the workmen who are required to wear the device.

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

(l) All VDV Journeyman Technicians have the responsibility to complete a minimum of fifteen (15) hours of continuing education as it relates to the voice, data, video industry within three (3) years of the effective date of this provision beginning November 4, 2019. Safety and Code related courses will also be acceptable. Acceptable classes include OSHA 10/30; Grounding and Bonding; Code of Excellence (with a Customer Focus); CPR, Effective Foremanship; Estimating and BICSI Certification. Sexual Harassment Prevention Training to satisfy the annual requirements of the Illinois Workplace Transparency Act.

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

OWNER IN FACT

Section 2.17 An Employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the Employer, and who enjoys special privileges or status and or who exercises control over the company may be deemed to be an "Owner in Fact " of the company.

On behalf of any such "Owner in Fact" the Employer shall pay contributions to the Fringe Benefits Funds, pursuant to Articles VIII, IX, X, and XII of this Agreement, on the basis of the gross wages of the Journeyman for the hours actually worked by such individual. Contributions shall be made at not less than One Thousand Seven Hundred Fifty (1,750) Hours for Health and Welfare.

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

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.

ARTICLE III

EMPLOYMENT REFERRAL PROCEDURE

Section 3.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of 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 of membership or non-membership in the Union; and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies 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 Journeyman Technician examination given by a duly constituted local Union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the Local Union. |
| Group II | All applicants for employment who have three (3) or more years' experience in the trade and who have passed a Sound and Communication Journeyman Technician examination given by a duly constituted local union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee. |
| Group III | An Applicant who has a minimum of two (2) years' experience in the communication industry but does not meet the requirements of Group I or Group II. |

Group IV

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

Section 3.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 3.07 The Employer shall notify the Business Manager promptly of the names and social security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 3.08 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 following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

Local 150 - All of Lake County, Illinois

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

Section 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 (1) 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 Communication Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three (3) 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 re-registration, be restored to his appropriate place within his Group.

Section 3.14 (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in 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 their appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and this place within his Group.

REPEATED DISCHARGE

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

Section 3.15 The only exceptions, which shall be allowed in this order of referral, are as follows:

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

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

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 Local Union of Section 3.04 through 3.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.18 A representative of the applicable Local NECA Chapter designated to the Local Union, in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.19 A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 3.20 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

ARTICLE IV

HOURS - WAGES - WORKING CONDITIONS

Section 4.01 Working Hours. Eight (8) consecutive hours of work between the hours of 6:00 A.M. and 6:00 P.M. with one-half (1/2) hour for a lunch period between the hours of 11:00 a.m. and 12:30 P.M., shall constitute a workday. Five (5) such days, Monday through Friday, shall constitute the work week.

Service Trucks: The employer may institute a workweek consisting of four (4) consecutive ten (10) hour workdays, Monday through Friday, with a one-half hour allowed for a lunch period for employees working on a service truck. Saturday will not be a makeup day.

Four Tens Construction: The Employer may institute, upon mutual agreement between the parties to this agreement, a workweek consisting of four (4) consecutive ten (10) hour workdays, Monday through Friday, with a one-half hour allowed for a lunch period for employees working on a construction jobsite. Saturday will not be a make-up day.

When a contractor receives a bonafide 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 workday, 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, not later than quitting time on the thirty second (32) working hour(s) 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. Waiting time shall be paid after 4:30 p.m. on designated payday; however, not more than eight (8) hours in any twenty-four (24) hour period shall be charged.

SHIFT WORK

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

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 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 10% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 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 workday 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 Year's 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 anyone (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.

(c) Dinner Period. When four (4) or more hours of overtime work is required, after a regular scheduled workday, then a one-half (1 /2) hour dinner period shall be allowed the men working.

INCLEMENT CONDITIONS

Section 4.04 Show up Time. All workmen shall have their time period from the time of reporting to work and shall not be paid less than two (2) hours for anyone (1) regular workday unless it is through some fault of their own, except in the event of any

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 and in the event that work is started after 10:00 A.M., they shall be paid four (4) hours; in event of bad weather conditions 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 (8:00 A.M.) When Employees are not to report to work, the Employer shall notify such Employees two (2) hours before starting time (8:00 A.M.). This section shall not apply to cases beyond the Employer's control such as fires, accidents, storms, power failure, or Acts of God, in which case no guarantee or minimum pay for work shall apply. When workmen are not to report to work on the following day, the Employer shall notify such workmen before they leave the job on the preceding workday.

TRANSPORTATION

Section 4.05 Travel Time. (a) On work within the jurisdiction of the Local who referred the employee to work, the employee shall report to the shop or directly to the job. The employer shall pay travel time and furnish transportation or compensate the employee if they furnish transportation from the shop to job, job to job and job to shop. No traveling time shall be paid before or after working hours to employees for travel to or from any job in the jurisdiction of the Union when employees are ordered to report on the job.

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

(b) For any day when employees are ordered to begin or end their workday at a jobsite greater than twenty-five (25) miles outside 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 Journeyman Technician rate, for each event only if the employee does not utilize an Employee 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 employers' 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 and on all jobs.

The Business Manager shall notify the Employer in writing, as to who the steward is in a shop or on a job. The steward shall be a working Employee who, in addition to this work as a Journeyman 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 man 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 II of this Agreement.

NOTICE OF LAYOFF

Section 4.09 Layoff and Discharge. The Employer shall have the right to lay off 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.

The Employee will have the option to have his pay electronically transferred to the bank of his choosing upon presentation of a signed voluntary authorization card provided by the Union. The contractor will be responsible for a "waiting time" penalty if the funds are not transferred to the Employee's account by twenty-four (24) working hours following the close of the payroll period. Furthermore, the contractor will assume liability for all expenses related to "non-sufficient funds" (NSF) bank charges resulting from a late electronic transfer of pay.

Paycheck Delivery or Pick-up. 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 twenty-four (24) 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.

INSTALLATION AND CUT OVERS

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

TOOLS

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

- | | |
|------------------------------------|---|
| * Tool case or equivalent | * Scratch Awl |
| * Punch on Tool; 10 & 66 blades | * Adjustable Crescent Wrench |
| * Cable Cutters | * Lineman Pliers |
| * Cat5 Strippers | * Channel Locks |
| * Assorted Flat Blade Screwdrivers | * Flashlight |
| * Assorted Phillips Screwdrivers | * Scissors |
| * Hammer | * RJ 45. RJ11 crimp tool |
| * Level 6" | * Coaxial Crimp tool (RG 59, RG62, RG6) |
| * Hack Saw | * Tone Generator |
| * Tape Measure | * Probe |
| * Long Nose Pliers | * Nut Drivers (1/4" to 7/16") |
| * Wire Strippers (Miller type) | * VOM |
| * T & B Sta-Kon tool | * Sheetrock saw (hand type) |
| * Wire Cutters | * Utility Knife |

(b) No Employee shall be required to use his personal vehicle for Company business. However, in the event the employee agrees to use his personal vehicle for Company

business, the company will reimburse for appropriate expenses such as tolls and parking. Road miles to be paid to employee at the IRS rate for business deductions. If an employee transports Company material or equipment not exceeding 50 lbs. and excluding ladders, other than hand tools, he shall be paid a daily allowance of \$5, paid weekly. 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. A 3/8" drill, and cord are permitted to be transported as non-personal tools in personal vehicle.

EMPLOYER TOOLS AND EQUIPMENT

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

Section 4.13 Aged Employees On all jobs employing ten (10) or more Journeymen, every tenth (10th) Journeyman shall be fifty (50) years of age or older, if available.

Section 4.14 A Journeyman Technician may take additional training classes that are industry related. The Journeyman 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 Technician will be reimbursed at a maximum rate of \$250.00 per class with a maximum of \$1,000.00 per year (4 classes).

STANDBY AND CALL OUT

Section 4.15 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.

RECALL

Section 4.16 An Employer shall have the right to recall for employment any former employee that the employer has laid off ...Provided:

- (a) The employee being recalled had worked for the employer for thirty (30) working days prior to being recalled, or the employer is currently chargeable for the unemployment benefits of such employee.
- (b) The time elapsed since the last layoff has not exceeded seventy-five (75) working days;
- (c) The former employee is on Book 1 of the referral list (regardless of the individual's position on the list); and has not quit or been fired from his/her most recent employer under this agreement.
- (d) The former employee is not an apprentice.
- (e) The recall must be for a duration of fifteen (15) days or longer.
- (f) An employee can only be recalled by a particular employer two (2) times per year.

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

ARTICLE V

LEAVE OF ABSENCE

Section 5.01 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 of 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 VI

WAGES AND FRINGE BENEFITS

Section 6.01 Rate of Wages per Hour. **(SEE APPENDIX- Hourly Wage)**

Effective November 4, 2024 -	\$4.20 increase to total payroll package.
Effective December 1, 2025 -	\$4.20 increase to total payroll package.

A job employing five (5) or more technicians shall designate one (1) Foreman.
A Job employing four (4) or more Foreman shall designate one (1) General Foreman.

Apprentice Technicians

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

When apprentices are hired, due consideration shall be given to 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.

ARTICLE VII

NEBF

Section 7.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in the bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Section 7.02 (a) The failure of an individual Employer to comply with the provisions of Section 7.01 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 Fund 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 attorney's 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.

ARTICLE VIII

ELECTRICAL WORKERS GENERAL WELFARE FUND

Section 8.01 The parties hereto have heretofore created a certain Health and Welfare Trust Fund known as the I.B.E.W. Local 150 Health & Welfare Fund Agreement dated as of April 16, 1956, as amended. The Employer agrees to contribute monthly, on or before the 15th of the month following the month work was performed, to said Health & Welfare Fund an amount of **(SEE APPENDIX- Health & Welfare)** per hour for all hours worked for all

employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the cost to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of ten percent (10%), waiving the necessity of any additional proof thereof

In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum from the due date until they are paid. This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Workers General Fund.

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

ARTICLE IX

ELECTRICAL WORKERS VACATION FUND

Section 9.01 The parties hereto have created a Vacation Trust Fund known as the I.B.E.W. Local 150 Vacation Fund dated as of July 1, 1973. The Employer agrees to contribute monthly on or before the 15th of the month following the month work was performed, to said Electrical Workers Vacation Trust Fund an amount equal to **(SEE APPENDIX- Vacation Fund)** percent of the gross productive payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of deductions 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 ten (10%) percent, waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall

bear interest at the maximum legal rate of interest, ten (10%) percent per annum from the due date until they are paid.

This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Workers Vacation Trust Fund.

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

ARTICLE X

CHECK OFF WORKING DUES

Section 10.01 It is mutually agreed that the Employer shall deduct weekly and remit to the Union monthly, the working dues in the amount of (See **current IBEW Local 150 Bylaws**) for each Journeyman and Apprentice Technician who is a member of the I.B.E.W. and who has signed authorization in proper form for such deductions. The Employer shall forward the total amount to the Union each month for the previous month.

ARTICLE XI

ELECTRICAL WORKERS PENSION TRUST FUND

Section 11.01 The parties hereto have created a pension trust fund known as the Electrical Worker General Pension Fund, dated June 1, 1971. The Employer agrees to contribute monthly, on or before the 15th of the month following the month work was performed, to said Pension Fund an amount equal to **(SEE APPENDIX- PENSION)**

percent of the gross monthly payroll for all Employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten (10%) percent of the amount of the contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the cost to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of ten (10%) percent, waiving the necessity of any additional proof thereof in addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten (10%) percent per annum from the due date until they are paid. This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Workers General Pension Fund.

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

The Trustees, in administering the Pension Trust Fund and the Supplemental Pension Trust Fund may treat contributions made under Section 12.01 as contributions made under section 11.01 if they determine that such a treatment is necessary or desirable to meet the legal requirements applicable to such Trust Funds.

ARTICLE XII

ELECTRICAL 'WORKERS SUPPLEMENTAL PENSION FUND

Section 12.01 The parties hereto have created a pension trust fund known as the Electrical Workers Supplemental Pension Fund, dated January 1, 1999. The Employer agrees to contribute monthly on or before the **15th** of the month following the month work was performed to said pension trust fund an amount equal to **(SEE APPENDIX- Annuity)** percent of the gross productive payroll for all Employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of 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 costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum from the due date until they are paid. This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Workers Supplemental Pension Fund.

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

The Trustees, in administering the Pension Trust Fund and the Supplemental Pension Trust Fund may treat contributions made under Section 12.01 as contributions made under section 11.01 if they determine that such a treatment is necessary or desirable to meet the legal requirements applicable to such Trust Funds.

ARTICLE XIII

ENFORCEMENT AND AUDITS

Section 13.01 Notwithstanding any other provision of the Agreement, the Union shall be permitted to remove workers whom they represent from any and all job sites for nonpayment of wages 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.

Section 13.02 The Trustees of the aforementioned Welfare and Pension Trust 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 this Agreement.

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

ARTICLE XIV

APPRENTICESHIP AND TRAINING

Section 14.01 The local Joint Apprenticeship and Training Committee (JATC) properly established between the chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Telecommunications Installer/Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC before being submitted to the appropriate Registration Agency.

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

Section 14.02 Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed

anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

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

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

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

Section 14.03 The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

Section 14.04 Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 14.05 All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 14.06 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer/Technician apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments. The JATC or its

subcommittee shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

Section 14.07 The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as the Installer/Technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 14.08 Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to any ratio of one apprentice to one Telecommunications Installer/Technician, or Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures in order to provide an adequate number of apprentices to meet the one-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 14.09 Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprentice shall not require more than three years of related training.

Section 14.10 The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

Section 14.11 The apprentice is to be under the supervision of an Installer/Technician, a Technician level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/Technicians and Technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the

Installer/Technician, Technician or Supervisor is required to leave or is absent from the job.

Section 14.12 The employer shall contribute to the Local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 14.13 Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Installer/Technicians to work in the jurisdiction covered by this agreement.

Section 14.14 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is **(SEE APPENDIX- JATC)** (percent of the gross monthly labor payroll). This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employee Benefit Agreement and Trust.

ARTICLE XV

ADMINISTRATIVE MAINTENANCE FUND

Section 15.01 All employers covered by this Agreement shall contribute four tenths (4/10) of one percent (1%) of the gross labor payroll of each employee 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 administered by the Northeastern Illinois Chapter, NECA and shall not be used in any manner detrimental to the Local Union or the IBEW.

ARTICLE XVI

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 16.01 The parties agree to participate in the NECA-IBEW National Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management 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 relation and new methods of improved production;
8. To engage in public education and other programs to expand the economic development of the electrical construction industry;
9. To enhance the involvement of workers in making decisions that affect their working lives; and
10. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 16.02 The fund shall function in accordance with, and as provided in, it's 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 16.03 Each Employer shall contribute one cent (.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 16.04 If an employer fails to make the required contribution to the fund, the trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the employer is in default, the employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars, (\$20), for each month payment of contributions is delinquent to the fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable 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 cost of collecting the payment together with attorneys' fees

ARTICLE XVII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 17.01 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

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

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

Section 17.02 The Fund shall function in accordance with, and as provided in, it's 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 17.03 Each Employer shall contribute \$0.20 per hour. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

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

ARTICLE XVIII

NATIONAL ELECTRICAL INDUSTRY FUND

(Required of NECA Members Only)

Section 18.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) or 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 XIX

Section 19.01 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 and its subcontractors only under an agreement with the appropriate I.B.E.W. Local Union having jurisdiction in the area where the work is to be performed.

ARTICLE XX

SUBSTANCE ABUSE

Section 20.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles and must incorporate procedural safeguards to ensure fairness in application on 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.

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.

APPENDIX A EFFECTIVE 11/4/2024 – 11/30/2025

Wage Rates:

Journeyman Technician	\$44.97	
Foreman Wage Rate	\$47.77	(\$2.80 over Journeyman Tech Rate)
General Foreman Wage Rate	\$49.42	(\$4.45 over Journeyman Tech Rate)

Journeyman Technician


Hourly Wage Rate	\$44.97
Health & Welfare (per hour)	\$14.32
Pension (26.73% of gross wages)	\$12.02
Annuity (17.57% of gross wages)	\$7.90
Vacation (4.80% of gross wages)	\$2.16
N.E.B.F. (3% of gross wages)	\$1.35

TOTAL PAYROLL PACKAGE \$82.72

Apprenticeship (2.07% of gross wages)	\$0.93
LMCC / NLMCC (per hour)	\$0.21
AMF (.40 of 1% of gross wages)	\$0.18

TOTAL PACKAGE \$84.04

Working Assessments for Journeyman Technicians and Telecommunications Apprentices is 3.25% of Gross Wages.


Giuseppe Muzzupappa – Executive Director
Northeastern Illinois Chapter, NECA


Steve Smart - Business Manager
IBEW Local 150

Date 11/15/2024

Date 11-15-2024

APPENDIX B EFFECTIVE 11/4/2024 – 11/30/2025

Wage Rates:

Journeyman Technician


(Performing Fire Alarm Work 3% over JW Tech Rate)	\$46.32	
Foreman Wage Rate	\$49.12	(\$2.80 over Journeyman Tech Rate)
General Foreman Wage Rate	\$50.77	(\$4.45 over Journeyman Tech Rate)

Fire alarm work that falls under the Davis-Bacon, Illinois Prevailing Wage Law, Project Labor Agreements, and/or funded by Union Trust Funds shall be paid at 100% of the Inside Journeyman Wireman Wage and Fringe Benefit package.

Journeyman Technician Performing Fire Alarm Work

Hourly Wage Rate	\$46.32
Health & Welfare (per hour)	\$14.32
Pension (26.73% of gross wages)	\$12.38
Annuity (17.57% of gross wages)	\$8.14
Vacation (4.80% of gross wages)	\$2.22
NEBF (3% of gross wages)	\$1.39
TOTAL PAYROLL PACKAGE	\$84.77
Apprenticeship (2.07% of gross wages)	\$0.96
LMCC / NLMCC (per hour)	\$0.21
AMF (.40 of 1% of gross wages)	\$0.19
TOTAL PACKAGE	\$86.13

Working Assessments for Journeyman Technicians and Telecommunications Apprentices is 3.25% of Gross Wages.


Giuseppe Muzzupappa – Executive Director
Northeastern Illinois Chapter, NECA


Steve Smart – Business Manager
IBEW Local 150

Date 11/15/2024

Date 11-15-2024

VOICE, DATA, VIDEO AGREEMENT

November 4, 2024, to November 29, 2026

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SUBJECT TO REVIEW BY THE NATIONAL ELECTRICAL CONTRACTORS' ASSOCIATION



Giuseppe Muzzupappa – Executive Director
Northeastern Illinois Chapter, NECA



Steve Smart – Business Manager
IBEW Local 150

Date 11/15/2024

Date 11-15-2024



MEMORANDUM OF UNDERSTANDING
[NECA]

This Memorandum of Understanding ("MOU") is effective as of July 21, 2021 (the "Effective Date"), by and between Northeastern Illinois Chapter, NECA ("EMPLOYER"), and IBEW Local No. 150 (the "Union").

W I T N E S S E T H:

WHEREAS, Employer and the Union are party to a Voice, Data, Video collective bargaining agreement (the "CBA") dated November 4, 2019; and

WHEREAS, pursuant to the CBA, signatory employers participate in the IBEW Local No. 150 Pension Fund "(Fund)"; and

WHEREAS, the Fund was projected to be in critical status within 5 years of the Plan Year beginning July 1, 2019 and the Board of Trustees elected under Section 102 of the Multiemployer Pension Reform Act of 2014 to be in critical status for the Plan Year beginning July 1, 2019; and

WHEREAS, the Fund's Trustees adopted a rehabilitation plan consisting of an alternate schedule and a default schedule; and

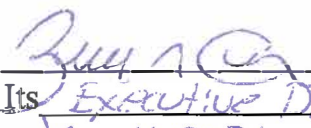
WHEREAS, the undersigned parties desire to adopt the alternate schedule effective as of the Effective Date;

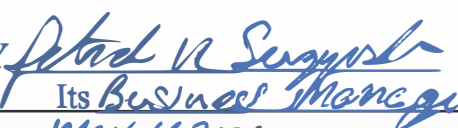
NOW THEREFORE, for and in consideration of the premises and of the mutual covenants herein contained, Employer and the Union hereby adopt the Fund's alternate schedule attached hereto, effective as of the Effective Date.

IN WITNESS WHEREOF, each of the undersigned parties has caused this MOU to be executed by a duly authorized representative.

Northeastern Illinois Chapter, NECA

IBEW LOCAL NO. 150

BY 
Its Executive Director
Date: May 4, 2021

BY 
Its Business Manager
Date: May 4, 2021

**NOTICE TO BARGAINING PARTIES
REGARDING UPDATED PPA REHABILITATION SCHEDULES**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL NO. 150 PENSION PLAN**

This Notice contains important information about the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 150 PENSION PLAN ("Plan"). In October 2019, the Plan notified participating employers and the unions that the Plan was projected to be in critical status within 5 years of the plan year beginning July 1, 2019 and that the Board of Trustees elected under Section 102 of the Multiemployer Pension Reform Act to be in critical status for the plan year beginning July 1, 2019. This notice describes the obligations of the bargaining parties to bargain over the rehabilitation schedules, as required under the Pension Protection Act (PPA), upon expiration of the current collective bargaining agreement.

Adoption of Rehabilitation Plan

The PPA requires the Trustees of the Plan to adopt a rehabilitation plan to address the Plan's funding needs. A rehabilitation plan consists of one or more schedules that include benefit modifications and/or contribution increases that are projected to remove the Plan from the critical zone by the end of the PPA rehabilitation period.

The Trustees adopted an initial rehabilitation plan on November 1, 2019 consisting of a single alternate schedule and a default schedule, which was later updated May 8, 2020. In February 2021, the Trustees agreed to adopt a second updated Rehabilitation Plan, with changes effective July 1, 2021. As required by the PPA, the Trustees are now providing the bargaining parties with copies of the Plan's updated rehabilitation schedules.

Trustees Approved New Schedules

The Trustees adopted a "recommended" alternate schedule (Option One) and two additional alternate schedules (Options Two and Three). The Trustees recommend the parties consider adopting Option One because it is projected to restore the Plan's funding with the shortest duration of contribution increases (three years versus Option Two, which requires four years of increases, and Option Three which requires seven years of increases). The Trustees also adopted a default schedule. The schedules are enclosed.

Bargaining Party Obligations

As collective bargaining agreements ("CBAs") expire, the bargaining parties will negotiate ongoing participation in the Plan based on the Plan's rehabilitation schedules. This means that the bargaining parties must agree to adopt one of the Plan's schedules. If the bargaining parties fail to adopt one of the Plan's alternate schedules, then the default schedule will be imposed.

Letter of Understanding
IBEW Local 150 Expanded Scope for Construction Wiremen Level One

This Letter of Understanding (L.O.U.) for Construction Wiremen Level One (CW1) expanded scope, a side letter to the Small Works/Market Recovery Agreement between Local Union 150 and the Northeastern Illinois Chapter of NECA, shall take effect November 4, 2019 and have a concurrent term of Agreement as the Voice Data Video Agreement. It shall remain in effect until changed or terminated per the Voice Data Video Agreement. 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 of expanding the scope for CW1's is to provide to the contractor a lower wage employee and increase market share by lowering overall composite rates to make contractors more competitive, and to improve training opportunities for current and future apprentices. The CW 1's working under this L.O.U. are required to be under the supervision of a Journeyman Technician or a Management employee.

Expanding the CW1 scope is intended to provide opportunities to those who may be interested in an apprenticeship in the unionized electrical construction industry.

CW1's shall be allowed to perform basic jobsite tasks such as material handling, loading and unloading equipment and tools, assemble fixtures, fixture lay in, trench work, etc. CW1's shall be permitted to perform a very limited amount of job tasks in order to develop job skills and trade competencies.

CW1's shall not perform any type of work on an energized circuit.

CW1's cannot be used on the jobsite for 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) CW per shop that has six (6) or less Journeyman Technician's within the jurisdiction and continuing in increments of one (1) CW for each six (6) JT's within the jurisdiction thereafter up to 24 JT's. Shops employing over (24) JT's within the jurisdiction will have an additional ratio of one (1) CW to ten (10) JT's within the jurisdiction in increments of each ten (10) JT's within the jurisdiction beyond twenty-four (24) JT's. In no instance will a shop have more CW1's than apprentices except when the JATC does not have any apprentices available for assignment to such employer.

JOBSITE RATIOS: CW1's shall be included when calculating jobsite Apprentice Ratios under this L.O.U.

CW1's are not to be used as a replacement for indentured apprentices or Journeymen Technicians.

CW1's may not remain employed under this L.O.U., and the Employer may not add additional CW1 's 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.

CW1's may advance after obtaining 2000 hours of on the job experience to a higher level under this expanded scope and remain employed. Requirements for advancement to higher levels shall be determined by the JATC. Once placed on the job, the CW1s' attendance, attitude, and performance will be evaluated on a regular basis.

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

CW1's will be subject to Local 150's random drug test policy.

The wage package for CW1's while working under this L.O.U. are specified within Appendix 1.

CW's advancing to a higher level under this expanded scope will follow the wage rates for CW's adopted under the Small Works/Market Recovery Agreement.

Employees 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, NECA which could include IBEW Local Unions 117, 150 and 461. However, such portable employees will be limited to the scope of work allowed within the agreement of the base Local Union. This L.O.U. is intended to satisfy the reciprocal requirement basis for the above Locals that do the same for IBEW Local Union 150.

L.O.U. APPENDIX 1

**Current CW1 Wages
and Benefits available
upon request**

WAGES and BENEFITS

Construction Wireman Level One (L.O.U.)	DATE 11/4/19-11/1/2020
Hourly Wage Rate	\$17.45
Health and Welfare	\$5.95
N.E.B.F. (3.00% of gross wages)	\$0.52
JATC	\$0.60
LMCC's	\$0.21
Sub Total	\$24.73
AMF (.4%)	\$0.07
NECA (.6%)	\$0.10
TOTAL PACKAGE	\$24.90
Union Dues Deduct	\$0.57

Construction Wireman Level One (L.O.U.)	DATE 1/1/20-Contract End
Hourly Wage Rate	\$17.45
Health and Welfare	\$6.15
N.E.B.F. (3.00% of gross wages)	\$0.52
JATC	\$0.60
LMCC's	\$0.21
Sub Total	\$24.73
AMF (.4%)	\$0.07
NECA (.6%)	\$0.10
TOTAL PACKAGE	\$25.10
Union Dues Deduct	\$0.57

Signed for the Lake County Division
Northeastern Illinois Chapter, NECA

Signed for the Local Union 150
International Brotherhood of
Electrical Workers


Executive Director

11-4-19
Date


Business Manager

11-4-19
Date

SIDE LETTER

MEMORANDUM OF AGREEMENT

VOICE, DATA, VIDEO AGREEMENT

This MEMORANDUM OF AGREEMENT between IBEW Local 150 and the Northeastern Illinois Chapter NECA, shall become effective June 1, 2009, and shall remain in effect until changed or terminated per the provisions of Article I of the Voice, Data & Video Agreement as stated on the effective date of this MEMORANDUM OF AGREEMENT.

WHEREAS, the parties 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 2.08, signed 6/26/06, is hereby amended, and shall hereafter be and read as follows:

ARTICLE II

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

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

Additionally, in the event 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 Lake County Division,
Northeastern Illinois Chapter, NECA**


Executive Director

7-21-09
Date

**Signed for the Local Union 150 of The
International Brotherhood of Electrical
Workers**


Business Manager

7-21-2009
Date

SIDE LETTER

MEMORANDUM OF AGREEMENT

VOICE, DATA AND VIDEO AGREEMENT

THIS SIDE LETTER to the Agreement between Local Union 150, International Brotherhood of Electrical Workers and the Lake County Division, Northeastern Illinois Chapter N.E.C.A. Inc., shall become effective June 1, 2003, and shall remain in effect until terminated.

WITNESSETH:

WHEREAS, the parties have previously entered into the aforesaid collective bargaining agreement; and

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

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

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

ARTICLE I

EMPLOYER RIGHTS – UNION RIGHTS

Section 1.11 Any grievance which is not brought to the attention of responsible opposite parties to this Agreement in writing within five working days of its occurrence, or within thirty working days from the date upon which the fact giving rise to the grievance first became known, shall be deemed to no longer exist.

SIGNED FOR THE LAKE COUNTY DIVISION
NORTHEASTERN ILLINOIS CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATIONS, INC.


CHAPTER MANAGER

6-27-03
DATE

SIGNED FOR THE LOCAL
UNION NO. 150 OF THE
INT'L BROTHERHOOD OF
ELECTRICAL WORKERS


BUSINESS MANAGER

7-8-03
DATE

MEMORANDUM OF AGREEMENT

VOICE, DATA, VIDEO AGREEMENT

This MEMORANDUM OF AGREEMENT between IBEW Local Union 150 and the Northeastern Illinois Chapter, NECA shall become effective June 5, 2006 and shall continue in effect until changed or terminated per the provisions of Article I, Sections 1.01 through 1.03 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 agree to amend certain provisions of the VDV Agreement, as stated hereinafter;

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

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

ARTICLE III

REFERRAL PROCEDURE

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

SIGNED FOR THE LAKE COUNTY
DIVISION, NORTHEASTERN
ILLINOIS CHAPTER, N.E.C.A.

SIGNED FOR LOCAL UNION 150
OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS


CHAPTER MANAGER

6-29-06
DATE


BUSINESS MANAGER

6-26-06
DATE