

INSIDE AGREEMENT

Agreement by and between the Northeastern Illinois Chapter, NECA and Local Union No. 461, IBEW.

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

As used hereinafter in this Agreement, the term "Chapter" shall mean the Aurora Division, Northeastern Illinois Chapter National Electrical Contractors Association and the term "Union" shall mean Local Union No. 461, IBEW.

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

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in the industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

SCOPE

The Employers recognize the IBEW, Local 461 as having jurisdiction over the installation, operation, maintenance, service and repair of ALL electrical wiring and electrical equipment used in the construction, alteration, maintenance, service and repair of buildings, structures, bridges, traffic signal work, tunnels, subways, shafts, dams, river and harbor work, airport, mines, all electrical and fiber optic cable work associated with heating, ventilation, fire and smoke alarm, and other life safety and security systems, and such other work as by custom has been performed by members of Local 461, IBEW when determined to be within the Inside branch. However, the scope of work as defined in this section shall not supersede other local Agreements or National Agreements between the International Brotherhood of Electrical Workers and the National Electrical Contractors Association, Inc.

The construction, installation, maintenance, renovation, and repair of ALL photovoltaic systems including construction and mounting of solar panel arrays and modules by ground, roof, pole or building integrated mounting used to support solar panels and modules of electrical generating equipment. Including all components, inverters, batteries for grid storage, system chargers, combiner boxes, racking systems installation supporting the solar array or modules, cabling, tracking and shading systems, monitoring and metering and the racking and stacking of solar panels and modules, energy storage and micro grids.

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES – DISPUTES

EFFECTIVE DATE:

SECTION 1.01 - This Agreement shall take effect June 3, 2024, and shall remain in effect until May 30, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the Monday closest to June 1st through the Sunday closest to May 31st of each year, unless changed or terminated in the way later provided herein.

CHANGES:

SECTION 1.02 -

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

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

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

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

(e) When a case has been submitted to the Council, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

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

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

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

GRIEVANCES/DISPUTES:

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

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

SECTION 1.07 - All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a

quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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

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

SECTION 1.10 - All grievances shall be filed within ten (10) working days of the occurrence of the incident.

ARTICLE II

EMPLOYER RIGHTS/UNION RIGHTS

SECTION 2.01 - Certain qualifications, knowledge, experience, and proof of financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing not less than one Journeyman Wireman. All Contractors shall have their name and address permanently marked on all vehicles used in business, no magnetic or temporary signs.

MANAGEMENTS RIGHTS:

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

FOREMAN CALL-OUT BY NAME:

SECTION 2.03 - The following procedures are required when calling a foreman by name off the Referral System list. These rules shall be implemented immediately.

(a) In calling a foreman by name, contractors shall be required to complete a "Contractor Foreman Request Form." The information contained on this form is important to the implementation of the Foreman Call-Out Provision and provides the Referral System a permanent record of the foreman request.

(b) Upon receiving this request form and assuming that the individual meets the qualifications of being unemployed and listed as available and ready for work on Book I of the Referral System, the employee will be immediately referred to the employer to work as a foreman. During periods of ten percent (10%) unemployment, as defined by the Agreement on Employee Portability, the individual must be signed to the Book I Referral System for a period of ten working days. Said employee shall work as a

foreman for a minimum of 1000 hours or be terminated.

(c) During this 1000-hour period of employment the foreman who is called by name off the Referral System list shall be required to complete a "Weekly Foreman Report" which will include additional information of job location, job address, and names of the employees who are being supervised on the job listed. Once the 1000 hour minimum has been satisfied the weekly foreman report will no longer be required. It is the strict intention of the Foreman Call-Out Procedure that foremen called off the Referral System list by name will eventually supervise one or more journeymen electricians.

(d) On foreman call outs that are less than fourteen (14) days the member will be reinstated at his or her appropriate spot on the "Out of Work List." This member will not be eligible for a fourteen (14) day call until the short calls have gone through the entire out of work list and back to the member who was called out as a foreman. A member can only be called out as a foreman two (2) times in a calendar year. All other foreman call out language will remain the same.

(e) A grievance of this section shall be handled in accordance with the procedures outlined in this Agreement under disputes.

(f) Should the Labor-Management Committee find against the Employer, the penalties stated below shall apply.

1. The Employer shall not be allowed to call a foreman by name off the Referral System for a period of six (6) months.
2. The Employee shall immediately be placed at the bottom of the Referral Book for which the employee qualifies and shall not be allowed to work for the subject employer for a period of two years.

FOREMAN - GENERAL FOREMAN – AREA GENERAL FOREMAN APPOINTMENT:
SECTION 2.04 –

A. On all jobs requiring four (4) or more Employees, one (1) shall be appointed Foreman by the Employer and the Foreman shall have no more than ten (10) men working for him. Thereafter a new Foreman must be appointed. When there are three (3) Foremen required on the job, one of them must be appointed General Foreman.

B. (a) One (1) General Foreman cannot have more than four (4) crews to supervise on any job requiring a General Foreman. General Foreman are not prohibited from working with the tools or stockpiling materials, however they should not perform such duties continuously throughout the workday, or during overtime hours, to the extent that it would result in the reduction of a position for a Journeyman.

(b) An Area General Foreman shall be appointed when sixty-seven (67) men are on one job with additional Area General Foreman required for each subsequent increment of 67 employees

(c) Work awarded to a Contractor under one contract or purchase order cannot be

subdivided solely to avoid the appointment of a foreman or general foreman. The work awarded is subject to review and inspection by the Labor Management Committee.

C. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman, the Contractor, or the General Foreman.

D. The Foreman shall be responsible to the General Foreman or to the Employer when there is no General Foreman, for all work and the safekeeping of any materials and tools when proper storage facilities are provided by the Employer.

INSURANCE:

SECTION 2.05 - For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance (with a company authorized to do business in this State), social security and such other protective insurance as may be required by the laws of this state and shall furnish satisfactory proof of such to the Labor-Management Committee. Contractors must file their State of Illinois Unemployment account number assigned to them under the provisions of the said Act, with the Labor-Management Committee. Contractor's failure to file their account number shall be considered a violation of this Agreement.

BONDING:

SECTION 2.06 -

(a) Effective June 3, 2013, each Employer shall furnish a Surety Bond, on a form provided by the Local Union, as jointly adopted by the parties to this Agreement, in increments of \$10,000.00 per employee for up to five employees and thereafter in increments of \$50,000.00 for each additional one (1) to five (5) employees employed under this Agreement, to secure payments of all amounts due for wages, fringe benefit contributions, working dues and other contractual obligations required both by this Agreement and the policies of the fringe benefit funds, including liquidated damages, audit costs and attorney's fees.

(b) Any Employer who employs five (5) or fewer employees under this Agreement may, in lieu of a Surety Bond as described in subparagraph (a) above, provide a Cashier's Check payable to the IBEW 461 Trust Funds in the amount of \$10,000.00 for each employee employed under this Agreement to secure payments of all amounts due as listed above. A Cashier's Check furnished herein shall remain deposited with the IBEW 461 Trust Funds until (1) the employer furnishes a replacement Surety Bond, or (2) the Employer ceases all operations. In either event, the amount deposited will not be returned until the Trust Funds and the Union have had an opportunity to verify, by audit or by such other means as they determine reasonable, that all amounts owed hereunder have been paid.

(c) The Labor-Management Cooperation Committee, as referenced in Article XIII of this Agreement, has established a Master Wage and Benefit Bond Program ("LMCC Bond Program"). The requirements of Section 2.06 (a) and (b) of this Agreement are superseded by the LMCC Bond Program for those signatory Employers who are covered through that program. For those Employers who are not covered by the LMCC Bond Program, the provisions of Section 2.06 (a) and (b) apply.

JOINT VENTURE:

SECTION 2.07 - Employers engaged in joint venture jobs shall be considered as a new and separate individual Employer, with all rights herein as apply to an individual participating Employer. There shall be no transfer of workers between a joint-venture and any or all of the Employers comprising the joint venture.

OWNER IN FACT:

SECTION 2.08 – 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 in the company may be deemed to be an “Owner in Fact” of the company.

On behalf of any such “Owner in Fact,” the Employer shall pay contributions to the Fringe Benefit Funds, pursuant to Article VI of this Agreement, on the basis of the gross wages of a Journeyman for the hours actually worked by such individual. Pursuant to Article VI, Section 6.02 of this Agreement, a minimum contribution shall be made to the NECA/IBEW Family Medical Care Plan Trust Fund as though such “Owner in Fact” worked not less than one thousand seven hundred and fifty (1750) hours per year.

All determination as to an individual’s status as “Owner in Fact” shall be made by the Labor Management Committee, based on consideration of the individual’s “special status” and/or the extent and nature of his control over the company, and shall be 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.

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

Effective June 1, 2015, the parties agree to place a moratorium on the Owner in Fact clause for a 24-month period.

NON-RESIDENT EMPLOYEES:

SECTION 2.09 - 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.

FAVORED NATIONS:

SECTION 2.10 - The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

CODES:

SECTION 2.11 - Journeyman Wiremen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary, to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

IMPROPER WORKMANSHIP:

SECTION 2.12 - A Journeyman Wireman shall be required to make corrections on improper workmanship, for which he is responsible, on his own time and during regular working hours, unless errors were made by orders of the Employer, or the Employer's representative.

EMPLOYEE CONTRACTING:

SECTION 2.13 - No applicant or Employee while he remains subject to employment by Employers operating under this Agreement shall be recognized as a contractor for the performance of any electrical work.

UNION RECOGNITION:

SECTION 2.14 - The Employer recognizes the Union as the sole and exclusive bargaining Representative for all the Employees covered by the terms of this Agreement and any person, firm, or corporation recognizing the IBEW, who has sublet, been assigned, or transferred work shall sign a Letter of Assent with the Local Union.

UNION RIGHT TO DISCIPLINE:

SECTION 2.15 - The Union reserves the right to discipline its members for violations of its laws, rules, and agreements.

APPOINTMENT OF STEWARDS:

SECTION 2.16 - The Union reserves the right to appoint Stewards in any shop and/or any job where workmen are employed under terms of this Agreement. The Business Manager of the local Union shall notify the Employer in writing as to who the Steward is in a shop or on a particular job.

- A. Stewards shall be qualified workmen performing the work of their craft.
- B. Stewards, whenever practical, shall be the last workman laid off from the job or shop.
- C. Stewards shall be allowed sufficient time during the regular working hours, without loss of pay, to see that the terms and conditions of this Agreement are observed at his shop or on his job. They shall notify the Business Manager of the Union of any dispute regarding such matters.
- D. The job Steward shall receive one (1) hour advance notice of any reduction of force on the job.
- E. Stewards shall not be discriminated against because of the faithful performance of their duties.
- F. The Steward shall also be authorized to see that any overtime is as equally distributed as practical.

UNION JOB ACCESS:

SECTION 2.17 - The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workmen are employed under the terms of this Agreement.

PICKET LANGUAGE:

SECTION 2.18

(a) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any Employee, for an Employee to refuse to

cross a lawfully established primary picket line, whether at the premises of another Employer or the Employee's own Employer.

(b) Any Employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each Employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided for by the Employer. If a safe place has not been provided, the Employee shall notify the Employer of the establishment of the picket line.

PRODUCTION:

SECTION 2.19 - There shall be no limit on production of workmen or restriction on the safe use of proper tools, or equipment, and there shall not be any task or piece work.

TOOLS LIST:

SECTION 2.20- Journeymen shall provide themselves with the following tools:

- Hammer
- Key Hole Saw
- 6' Wooden Rule and 25' Tape Measure
- 8" Lineman Pliers with Insulated Handles
- 2 - Channel-Lock or Equivalent
- Set of Screw Drivers (various sizes) & 2 Phillips Heads
- Set of Allen Wrenches up to 1/2"
- Flashlight
- Knife
- Small Wood Chisel - 1/2 X 6" Cold Chisel
- 3/4 X 12" Cold Chisel
- Pencil
- Level - Small
- Center Punch
- Scratch Awl
- Tin Snips
- Diagonal Cutting Pliers
- Tool Box/Bag
- Long Nose Pliers
- 1 - Adjustable Wrench (10" Crescent)
- 1 - Tap Wrench w/taps to 1/4"
- 1 - 3 Corner File
- 1 - Rat Tail File
- Wire Stripper Ideal 45-120 or Equal Klein 11045
- 91/2" Cable Cutter Ideal 35052 or Equal Klein 63050
- Lockout with Key
- Digital Multimeter
- "Tick Tracer" Non-Contact Low Voltage Tester

Employee furnished tools are to be in safe and good working condition. The Employee may furnish any additional tools he may desire to make his job easier. This list excludes the Employee from furnishing any power tools (with the exception of battery powered screwdrivers), extension cords, ladders, electrical material, etc. The allowance of battery powered screwdrivers shall not be construed to mean that these items are part of the required tool list.

The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism and will replace such tools as listed above when tools are damaged on the job or stolen from the locked storage.

EMPLOYERS TOOLS:

SECTION 2.21 - The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, toolboxes, or other safe place of storage. Tools must be taken out and put away during working hours.

UNION LABEL :

SECTION 2.22 – The refusal by an individual Employee to install, service, or perform work on any sign, fixture or other equipment which does not bear an IBEW Union Label will not be cause for discipline or discharge of such Employee(s) by his Employer, nor shall the Union be deemed to have breached this Agreement thereby.

PRESENT MEMBERS:

SECTION 2.23 - All Employees in the bargaining unit who are members of the Local Union on the effective date of this Agreement must, as a condition of employment, maintain their membership for the life of this Agreement where permitted by applicable law.

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

INTERMEDIATE JOURNEYMAN – An “Intermediate Journeyman” classification will be established to replace the “Pending Education” classification that was previously implemented by the Local Union. The “Intermediate Journeyman” classification is a transitional classification meant to facilitate the recruitment and upgrading of electricians who are brought in through organizing efforts.

AGED EMPLOYEES

SECTION 2.24 - On all jobs requiring five or more Journeymen, at least every fifth Journeyman, if available, shall be fifty years of age or older.

ANNULMENT/SUBCONTRACTING:

SECTION 2.25 - The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

UNION RIGHTS:

SECTION 2.26 - Each employer in response to the Union's claim that it represents an uncoerced majority of employees, acknowledges and agrees that there is no good faith doubt that the Union has been authorized to, and in fact does, represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hour of work and other terms and conditions of employment.

ARTICLE III HOURS -- WAGES -- WORKING CONDITIONS

HOURS:

SECTION 3.01 (a)

Eight (8) consecutive hours work between the hours of 6:00 o'clock AM and 6:00 o'clock PM with one-half (1/2) hour (12:00 o'clock noon to 12:30 o'clock PM) for a lunch period, shall constitute a workday. These hours shall be set at the discretion of the employer or customer. Forty (40) hours within five (5) days - Monday through Friday inclusive shall constitute the workweek.

Workmen shall be required to report on the job or to the shop in sufficient time to begin work at the regular starting time and shall remain on the job or in the shop until the regular quitting time, unless working overtime. Time for coffee break shall not exceed ten (10) minutes in the morning during normal working hours.

SUPPLEMENTAL WORK PERIOD

SECTION 3.01 (b)

A supplemental work period may be established for work that is performed outside of the regular work hours, between the consecutive hours of 4:30 p.m. and 1:00 a.m. for projects of three (3) or four (4) consecutive days duration and shall be paid at the Journeyman regular rate of pay plus 10% for hours worked, with a thirty (30) minute unpaid lunch; or between the consecutive hours of 12:30 a.m. and 9:00 a.m. for projects of three (3) or four (4) consecutive days duration and shall be paid at the Journeyman regular rate of pay plus 15% for hours worked, with a thirty (30) minute unpaid lunch. When this Section 3.01(b) is applicable and the current project goes beyond the four (4) day work week threshold, the overtime rates stated in Section 3.02 shall be in effect for the remainder of the supplemental work period.

When eight (8) hours is exceeded during any work period described above, or when the work period commences on Saturday, Sunday, or any of the listed Holidays in Section 3.02, the overtime and Holiday pay language as stated in Section 3.02 shall apply. The Employer shall be permitted to adjust the starting hours of the supplemental work period by up to two (2) hours in order to meet the needs of the customer. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked during the supplemental work period. However, work under this Section 3.01(b) is not considered shift work and is not intended to have any impact on work that falls under the shift language.

OVERTIME AND HOLIDAYS:

SECTION 3.02 - All work performed outside of the stated hours and on Saturdays will be paid at time and one-half of the straight time rate. Overtime pay for Saturdays shall be time and one-half (1 1/2) for the first eight (8) hours worked, and double time (2 times) for all hours worked over eight (8), Sundays and the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas

Day shall be paid at double the straight-time rate. When any of the mentioned holidays fall on Saturday, they shall be celebrated on that day. However, when any of the mentioned holidays fall on Sunday, the holiday shall be observed on the following Monday. Veteran's Day and the Friday after Thanksgiving will be an optional holiday; but any work performed on Veteran's Day and the Friday after Thanksgiving will be at the straight time rate of pay.

Also, there will be an additional one-half hour unpaid supper break after ten (10) hours when twelve or more hours are worked.

In order to assist in the practicable and equitable distribution of overtime work, an employee will not be permitted to work overtime on a job site that he or she is not already assigned to, unless that employee's name had been added to an overtime list that includes the names of all the employees assigned to the job site agreeing to be placed on the overtime list.

LABOR DAY:

SECTION 3.03 - No work shall be performed on Labor Day, except in case of emergency, and the Business Manager of the Union will be notified not later than the following day.

PAY DAY:

SECTION 3.04

A. - Wages shall be paid weekly in cash or by payroll check on a bank which has representation within the greater Chicago metropolitan area (or by electronic deposit as outlined below) not later than quitting time on the 32nd regular working hour following the close of the payroll period and not more than three days wages may be withheld at any time. If the normal payday falls on a recognized holiday, the next business day will be treated as the payday. The Employer shall either pay the workman at the job site during regular working hours or allow him sufficient time during regular working hours to report to the employer's shop within the jurisdiction of Local 461 to receive his pay. Any workman involuntarily laid off or discharged shall be paid all of his wages immediately by cash or check. When such an employee is not available to receive his or her final paycheck; the employer shall deliver the check to the Local Union office no later than 4:30 PM on the next business day. The paycheck, or paycheck stub showing electronic payment, of an employee who has quit shall be mailed to the employee's home address as last registered with the employer no later than the normal pay day, and the employer shall retain proof of timely mailing.

In the event an employee is not paid as provided above, waiting time at the appropriate rate shall be charged until payment is made though not more than eight (8) hours waiting time will be paid in any twenty-four (24) hour weekday period, nor shall waiting time apply to weekend days or holidays. Waiting time shall not apply to accidental shortages providing any such shortage, upon discovery or notification, is corrected in the following pay period.

ELECTRONIC PAYROLL:

B. - Starting May 31, 2010, any contractor can implement electronic transfer of payroll checks. If an employee does not want electronic transfer the employee will have the option to have his or her check mailed to them or pick up his or her paycheck at the shop on their own time. Any contractor who mails checks must have them postmarked within thirty-two (32) regular working hours after the pay period ends. Employers who do not implement electronic transfer of payroll checks, along with all calls of fourteen (14) days or less, layoffs and fires, must pay employees in full and in person. The payment schedule and waiting time provisions detailed above in paragraph (A) shall also be applicable to electronic payment of payroll.

TERMINATION SLIPS:

C. - All men being terminated or discharged shall be given severance slips to be furnished by the Local Union and shall be made in triplicate – one copy for the employer, one copy for the employee, and one copy for the Local Union. The Contractor has a twenty-four (24) hour grace period to deliver the severance slips after notification by the Local Union. When so notified by the Local Union, Employers may send such termination slips to the Local Union via fax. The fine after twenty-four (24) hours will be one hour paid per workday until the severance slip is received by the Local Union.

CLASSIFICATIONS/WAGES:

SECTION 3.05 (a) - The minimum hourly rate of wages shall be as follows:

Journeyman Wireman	<u>See Appendix A</u>
Foreman	10% Above Journeyman Wireman Rate
General Foreman	15% Above Journeyman Wireman Rate
Area General Foreman	25% Above Journeyman Wireman Rate

In addition to the above hourly rates of pay, payments shall be made pursuant to Appendix A attached hereto.

APPRENTICE WIREMAN – SIX (6) PERIODS

	<u>Rate</u>	
1 ST PERIOD	40%	of Journeyman Wireman Rate
2 ND PERIOD	45%	of Journeyman Wireman Rate
3 RD PERIOD	55%	of Journeyman Wireman Rate
4 TH PERIOD	65%	of Journeyman Wireman Rate
5 TH PERIOD	75%	of Journeyman Wireman Rate
6 TH PERIOD	85%	of Journeyman Wireman Rate

APPRENTICE PROGRESSION:**Section 3.05 (b)**

In combination with the above six (6) period progression, hours and rates shall be as follows:

<u>Hours</u>	<u>Night School Rate</u>	<u>Day School Rate</u>	
0 – 1000 hrs.	40%	45%	of Journeyman Wireman Rate
1001 – 2000 hrs.	45%	50%	of Journeyman Wireman Rate
2001 – 3500 hrs.	55%	60%	of Journeyman Wireman Rate
3501 – 5000 hrs.	65%		of Journeyman Wireman Rate
5001 – 6500 hrs.	75%		of Journeyman Wireman Rate
6501 – 8000 hrs.	85%		of Journeyman Wireman Rate

FRINGES:**Section 3.05 (c)**

In addition to the above hourly rates, payments shall be made as follows:

1. NEBF	(See Appendix A) % of Gross Labor Payroll
2. NECA/IBEW FMCP	(See Appendix A) Per Hour
3. JATC Fund	(See Appendix A) % of Gross Labor Payroll
4. Local Pension	(See Appendix A) % of Gross Labor Payroll
5. Variable Pension Fund	(See Appendix A) % of Gross Labor Payroll*
6. Work Dues - Deduct	(See Appendix A) % of Gross Labor Payroll

- 7. Labor Management .20 per hour
- 8. National Labor Management .01 per hour
- 9. Administrative Maintenance Fund 4/10 of 1% of Gross Labor Payroll

* The contribution basis is an unresolved issue in negotiations

TRAVEL TIME:

SECTION 3.06

- A. No traveling time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when the Employer orders the workman to report to the job.
- B. On work outside the jurisdiction of the Union in excess of fifty (50) miles and requiring an overnight stay, the Employer shall furnish transportation, room and board, and all necessary expenses including straight time for traveling.

TRANSPORTATION:

SECTION 3.07 - When the Employee is required to change jobs during working hours, the Employer shall provide transportation or, upon agreement with the Employee, shall reimburse him at the current IRS Standard Mileage Rate for using his personal vehicle from job to job.

TRANSPORTING TOOLS AND MATERIALS :

SECTION 3.08 - No workman shall use his own personal conveyance to transport the tools or materials of the Employer.

UNION DUES DEDUCTION:

SECTION 3.09 - The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

REPORTING TIME PAY:

SECTION 3.10 - When men are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours pay unless notified one hour before the scheduled job starting time.

MAJORITY VOTE:

SECTION 3.11 - Upon written request by a customer and by majority vote of the Labor Management Committee, a variance of shift time or workday may be granted.

SHIFT WORK:

SECTION 3.12 - When so elected by the Contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

FIRST SHIFT - the first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 AM and 4:30 PM. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

SECOND SHIFT - The second shift (swing shift) shall consist of eight (8) consecutive hours

worked between the hours of 4:30 PM and 1:00 AM. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 10% for all hours worked.

THIRD SHIFT - The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 AM and 9:00 AM. Workmen on the "graveyard shift" shall be paid at the regular hourly rate 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 AM Monday to coordinate the work with the customers 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 time 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.

REMOVAL NOTICE:

SECTION 3.13 - If the Union or its Representatives render assistance to other Labor Organizations by the removal of its members from jobs, they shall first give notice to the Employer involved before such removal takes place.

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

MATERIAL PROCESSING:

SECTION 3.14 - The fabrication and assembling of all conduit and equipment for use on jobs in the jurisdiction, other than what is done by manufacturers, shall be performed by IBEW members with wages and benefits provided for in the current Inside Collective Bargaining Agreement. Prefabricated work from other IBEW locals shall be permitted to be installed with prior notification to the site local if prefabrication shop local IBEW Union and install site local IBEW Union have reciprocal language for prefabrication work. Prefabrication shop importing materials into the site project jurisdiction must report prefabrication hours to the site local.

POWER TOOLS:

SECTION 3.15 - Where power tools are used, they shall be operated by Employees covered by this Agreement.

HIGH VOLTAGE:

SECTION 3.16 - On all energized circuits the guidelines of NFPA 70e will be followed.

NOTIFICATION OF LAYOFF:

SECTION 3.17 - Any man reporting for work and being laid off, not having been notified the day previous of such layoff shall receive not less than one (1) hour wages in order to gather his tools and personal belongings and shall be paid off in full immediately.

SHOP OR JOB SITE:

SECTION 3.18 - When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances the job site shall be considered the city in which the shop is located.

IBEW ASSISTANCE:

SECTION 3.19 - The policy of the members of the Local Union is to promote the use of material and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

WORK SHORTAGE:

SECTION 3.20 - During period of depression or curtailment of work, the Labor Management Committee herein before provided shall devise such methods as will provide a division of employment for Employees covered by this Agreement.

LAYOFF:

SECTION 3.21 - The Employer shall notify the Union forty-eight (48) hours in advance of any layoff, whenever possible, and Saturdays, Sundays and holidays are included.

WORKING EMPLOYER:

SECTION 3.22 - One designated member of an electrical firm may work alone (provided he conforms to the provisions of this Agreement in the same manner as any other workman) on emergency work only. The working member of a firm may also work on other installations, such as residences, apartment buildings, commercial and industrial work, provided he is accompanied by or employs on a full-time basis, at least one (1) Journeyman employed under the terms of this Agreement when performing such work. The working member of the firm must be designated to the Local Union (written notice) not later than the anniversary date of the Agreement of any year, in order to be eligible as the working member of the firm for the following year. Such Employer shall perform no electrical work after the regular hours, except emergency work.

INSUFFICIENT FUNDS:

SECTION 3.23 - In the event that checks given by the Employer for wages to workmen, 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.

ARTICLE IV

REFERRAL PROCEDURES

SECTION 4.01 - In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of Employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

SECTION 4.02 - The Union shall be the sole and exclusive source of referral of applicants for employment.

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

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

SECTION 4.05 - The union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEY WIREMAN – JOURNEYMAN TECHNICIAN

GROUP I. All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the Collective Bargaining Agreement. Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

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

GROUP III. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three years in the geographical area covered by the Collective Bargaining Agreement.

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

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

SECTION 4.07 - The Employer shall notify the Business Manager promptly of the names and Social

Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

SECTION 4.08 - "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:

<u>Counties</u>	<u>Townships (or portion thereof)</u>
DeKalb	Sandwich including Sandwich Township. Kane, Aurora, Batavia, Big Rock, Blackberry, Geneva, Kaneville, Sugar Grove, and St. Charles (West 1/2 of Section 26, all of Section 27, South 1/2 of Section 28, all of Section 33, all of Section 34, the West 1/2 of Section 35, and the St. Charles School of Boys.
Kendall	All

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

SECTION 4.10 - An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

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

RE-REGISTRATION:

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

SECTION 4.13 - An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 4.14(a) - Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

SECTION 4.14(b) - An applicant who is discharged for cause two times within a twelve-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/her sole discretion: (1) require the applicant to obtain further training from the J.A.T.C. 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. The decision of the neutral member of the Appeals Committee is final and binding.

SECTION 4.15 - The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such over-age reference can be made.

SECTION 4.16 - An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

SECTION 4.17 - It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

SECTION 4.18 - A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

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

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

REVERSE LAYOFF:

SECTION 4.21 - When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.
- (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15 (a) is required.
- (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in paragraph (a) above.

WORKER RECALL:

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

- (a) The employee being recalled had worked for the employer for thirty (30) working days prior to being recalled.
- (b) The time elapsed since the last layoff has not exceeded a period of sixty (60) working days.
- (c) The former employee is on the referral list (regardless of the individual's position on the list); and has not quit or been fired from their most recent employer while working under this agreement.
- (d) The former employee is not an apprentice.
- (e) The recall must be for a duration of twenty (20) 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.

FURLOUGH:

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

ARTICLE V

APPRENTICESHIP AND TRAINING

SECTION 5.01 - There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as Trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local

union of the International Brotherhood of Electrical Workers (IBEW).

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5.08 - The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

SECTION 5.09 - Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per selection procedures.

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

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

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

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

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

SECTION 5.12 - Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wireman.

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

etc.

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

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

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

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

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

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

SECTION 5.15 - The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

SECTION 5.16 - All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is (see Appendix A) % of the gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

FRINGE BENEFITS

NEBF:

SECTION 6.01 - It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report, prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

HEALTH AND WELFARE:

SECTION 6.02 – Effective April 1, 2021, all Employers signatory to this agreement shall make contributions to the NECA/IBEW Family Medical Care Trust Fund for all covered employees who are part of the bargaining unit.

The contributions required under this Agreement for each covered employee described in paragraph one shall be made at the rates set by the Board of Trustees for the Fund. Currently the base coverage rate for Journeyman Wireman and Apprentices for Plan 15 coverage is (see Appendix A) for each hour worked. To the extent the actual hourly contribution paid in accordance with this Agreement, on behalf of a covered employee, exceeds the contribution rate required by the FMCP, the excess will be credited to an applicable Special Fund Account within the FMCP for such employees. These contributions shall be due on the 15th day of the month following the month in which the work is performed.

Employees described in paragraph 1 shall be eligible for family coverage under the NECA/IBEW Family Medical Care Trust Fund Plan 15. Eligibility shall be determined under the provisions of the NECA/IBEW Family Medical Care Trust Fund Plan 15.

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

them under the Trust Agreements.

This section of the Agreement will supersede all of the other provisions of the Agreement in the event that there are conflicting language provisions regarding required contributions to the NECA/IBEW Family Medical Care Trust Fund.

FAILURE TO REMIT:

SECTION 6.03 - Individual Employers who fail to remit as provided in Sections 6.01, 6.02, 6.04, and 6.05 shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been made.

LOCAL NO. 461 IBEW PENSION PLANS:

SECTION 6.04 (a) - The parties hereto have created Pension Trust Funds known as the Local Union 461, IBEW Pension Trust Funds, dated December 1, 1974. The Employer agrees to contribute monthly to said Pension Trust Funds the amount of (see Appendix A) % of their gross payroll for all Employees defined in this Agreement. The payment and the payroll report shall be mailed to reach the office of the Pension Trust Fund not later than fifteen (15) calendar days following the end of each calendar month. This Section shall conform to the Trust Agreement.

(b) - The parties to the Agreement have further agreed, effective January 4, 2016, eligible Employees covered by this Agreement will be allowed to make elective employee wage deferrals under the 401(k) provisions of the IBEW Local No. 461 Defined Contribution Pension Plan. The parties have agreed that participants in the IBEW Local No. 461 Defined Contribution Plan shall be eligible to participate in the 401(k) provision through elective deferrals of wages via automatic enrollment in the amount of five percent (5%) of gross wages including eligible bonuses. Employees who are not participants in the IBEW Local No. 461 Defined Contribution Plan shall not be allowed to make elective wage deferrals under the 401(k) provision. Employees of an individual employer may opt-out of participation in the 401(k) provision at any time through the Local Union and may re-enroll on an annual basis or upon becoming employed with another signatory employer. The Local Union shall be solely and fully responsible for the prompt and proper notification to each employer of the identity of each employee who is eligible to participate in the 401(k) provision as well as the identity of each employee who has opted-out of or opted into such participation. Elective deferrals shall be stopped for employees who have opted-out of participation in the 401(k) provision as soon as administratively feasible but no later than the next payroll cycle. The Chapter agrees that each individual signatory employer agrees to withhold five percent (5%) from the gross wages, including eligible bonuses, of all employees who have not opted-out of participation and forward such amounts to the Plan on a timely basis as required by law and the Plan document. No Employer paid contributions to the Plan under the 401(k) provisions shall be required or accepted on behalf of employees covered under this Agreement. Amounts deducted by the individual employer from the wages of employees for the purposes of the 401(k) provisions of the Plan shall not be treated as reducing the gross wages upon which the employer contributions to other Trust Funds are calculated. Amounts deducted from wages as required under this Section must be remitted to reach the office of the Plan not later than fifteen (15) calendar days following the end of each reporting month in which the amounts would otherwise have been payable to the participant.

LOCAL NO. 461 IBEW VARIABLE PENSION FUND:

SECTION 6.05 – The parties to this Agreement have created a defined benefit pension plan with a variable annuity benefit structure known as the IBEW Local 461 Variable Pension Fund (the Fund) dated June 1, 2022. Each individual Employer agrees to contribute the amount specified (see Appendix A) in this Agreement, for each covered Employee working under this Agreement and submit said amount monthly, along with a report in a form approved by the parties to this Agreement, to the administrative office or designated agent of the Fund. Currently, contributions to the Fund are to be made on a % of their gross payroll; however, the parties have acknowledged that the contribution basis is an unresolved issue in negotiations. Payments must reach the administrative office or designated agent no later than the 15th day of the month in which the work under this Agreement was performed.

ADMINISTRATIVE MAINTENANCE FUND:

SECTION 6.06 -

A. Effective May 29, 2023, all employers covered by this Agreement shall contribute 4/10 of 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.

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

CERTIFIED PAYROLL:

SECTION 6.07 – Employers performing work on jobs deemed “Prevailing Wage Rate Jobs” by the Illinois Department of Labor or the United States Department of Labor shall furnish, upon request of the Local Union, transcripts of certified payroll listing all employees on such jobs on a quarterly basis in a format that the contractor already utilizes for such reports. The collection of such reports shall cease when it is not being utilized for the purpose of supporting the Prevailing Wage Act or Davis Bacon Act.

ARTICLE VII

NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

SECTION 7.01 - Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each Local Chapter and approved by the Trustees, with the following exclusions:

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

man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

ARTICLE VIII

LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

SECTION 8.01 - The Parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175 (a) and Section 302 (c) (9) of the Labor Management Relations Act, 29 U.S.C. §186 (c) (9). The purposes of this Fund include the following:

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

SECTION 8.02 - The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust or other governing documents.

SECTION 8.03 - Each employer shall contribute twenty cents (.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 8.04 - If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE IX

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE (NLMCC)

SECTION 9.01 - The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302 (c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- 4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- 5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- 6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- 7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations and new methods of improved production;
- 8) to engage in public education and other programs to expand the economic development of the

electrical construction industry;

9) to enhance the involvement of workers in making decisions that affect their working lives; and

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

SECTION 9.02 - The fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

SECTION 9.03 - Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 9.04 - If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

ARTICLE X

SAFETY

SECTION 10.01 - Each Employer operating under the requirements of the Federal or State Occupational Safety and Health Acts (OSHA) has the general duty to furnish each of his Employees a place of employment, free from recognized hazards causing, or likely to cause, death or physical harm, and the Employer has the specific duty of complying with safety and health standards promulgated under the Act.

SECTION 10.02

- A. It is the Employers exclusive responsibility to insure the safety of its employees and their compliance with these rules and standards.
- B. Each Employee has the duty to comply with these safety and health standards, and all rules, regulations and orders issued pursuant to the act which are applicable to his own actions and conduct. Failure on the part of any Employee to adhere to these requirements constitutes grounds for discharge by the Employer.

SECTION 10.03

- A. There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules to the parties to this Agreement for general dissemination and possible inclusion in this Agreement. This committee shall meet at least once every quarter and also when called by the Chairman or when called by a majority of the current Committee members.
- B. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the Employees.

SECTION 10.04 - Workmen shall wear a hard hat on all job sites or projects. The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

SECTION 10.05- On any jobs where workmen are required to wear any type of radiation detection device, an additional one dollar (\$1.00) per hour will be added to the Journeyman's rate of pay to the workmen who are required to wear the device.

SECTION 10.06 - The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

SECTION 10.07 - It shall be the responsibility of the contractor to file a copy of all accident reports with the Safety Committee through the Business Manager.

SECTION 10.08 - On all jobs where employees must work below grade in contained areas where gas or fumes may be present, the area shall be tested for safety before entry.

When an employee is assigned to work under compressed air, and he or she has received the proper training and certification by the Local Union, to perform work under these conditions, such employee shall be paid ten percent (10%) above their regular rate as specified in Article III, Section 3.05 of this Agreement. However, this premium payment will not be applicable in the event that the employer is required to provide, and does provide, the necessary training for the employee.

SECTION 10.09 – When employees covered by this Agreement are required to work in a tunnel or chamber excavation where the depth is greater than thirty (30) feet below normal grade, they shall be paid ten percent (10%) above their regular wage rate as specified in Article III, Section 3.05. However, when such a tunnel or chamber excavation project, or the effected portion of the project, has reached a stage of substantial completion for owner occupancy the employees shall be paid their regular wage rate as specified in Article III, Section 3.05.

SECTION 10.10 – When individuals are hired as welders, and certification is required, their hourly wage shall be increased by \$1.00 for each hour worked as a welder.

SECTION 10.11 - Employees are not to be under the influence of (or in possession of) any intoxicants or non-prescribed drugs on any job.

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.

SECTION 10.12 – All employees and applicants have the responsibility to complete a minimum of 10 hours of continuing education training as it relates to the Electrical Industry such as safety/code related training within a three-year time frame beginning May 28, 2016.

Acceptable Safety Training Courses:

- OSHA 10 or OSHA 30
- Electrical Safety in the Workplace (NFPA 70E)
- National Electrical Code (NFPA 70) – any specific topic
- First Aid/CPR
- Other approved classes

Grandfather status for any courses taken starting June 1, 2015, included in the first three years increment. If an employee or applicant completes more than 10 hours of required training, up to 5 hours of CEU's can be rolled/forward to the next three-year increment.

ARTICLE XI

SUBSTANCE ABUSE

SECTION 11.01-The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII

CODE OF EXCELLENCE

SECTIONS 12.01- The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIII

EFFECT OF LAW-PRIOR AGREEMENTS

PRIOR AGREEMENTS:

SECTION 13.01 - This Agreement shall constitute the only Agreement between the parties and all prior Agreements entered into, either written or verbal, are hereby declared to be null and void.

ARTICLE XIV

COLLECTION AND AUDIT

LIQUIDATED DAMAGES CLAUSE:

SECTION 14.01 - Payments and reports for payroll deductions and fund payments are to be made at the end of each month to reach the designated office no later than the fifteenth (15) day of the following month after which time the payments shall be considered to be delinquent. In the event an Employer becomes delinquent in his payments or reporting, he shall be assessed twenty-five dollars (\$25.00) or twenty percent (20%), whichever is greater, of all monies due the funds for each thirty (30) day period or fraction thereof that he is delinquent.

EXAMINATION OF BOOKS OF OTHERS:

SECTION 14.02 - The Trustees and the Local Union shall have the right, through an accountant of their choice to examine any records of an Employer pertaining to Employees with respect to whose employment is claimed or for whom contributions should have been made to the Trust Fund.

SEPARABILITY CLAUSE


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

GENDER LANGUAGE

Any reference to the male gender in this Agreement shall refer to all workers.

IN WITNESS WHEREOF, the parties have executed this Inside Agreement June 3, 2024

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


GIUSEPPE MUZZUPAPPA
EXECUTIVE DIRECTOR

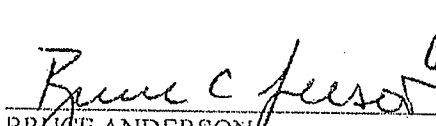
6/14/2024

DATE

SIGNED FOR LOCAL UNION 461
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS AND
SYSTEM COUNCIL.



JOEL PYLE II
BUSINESS MANAGER

DATE


BRUCE ANDERSON
DIVISION CHAIRMAN

6/14/24

DATE


MARK SEPPELTRICK
PRESIDENT

6-18-24
DATE

SUBJECT TO THE REVIEW OF
THE NATIONAL OFFICE OF THE
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

SUBJECT TO THE APPROVAL OF
INTERNATIONAL OFFICE OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS.



APPENDIX “A”

WAGE AND BENEFIT INFORMATION SHEET

The following are the wage rates and total package amounts for the Inside Agreement between Local 461, IBEW and the Aurora Division, Northeastern Illinois Chapter NECA, Inc., effective June 2, 2025.

JOURNEYMAN WIREMAN:

Journeyman Wireman	6/2/2025 – 5/31/2026
Hourly Wage Rate	\$ 60.17
FMCP Healthcare (per hour worked)	\$17.55
Pension (25% of gross wages)	\$15.04
Variable Benefit Pension (11.64% of gross wages)	\$7.00
NEBF (3% of gross wages)	\$1.80
Apprenticeship (3.5% of gross wages)	\$2.11
NLMCC (.01 cent per hour worked)	\$0.01
LMCC (.20 cents per hour worked)	\$0.20
Subtotal	\$103.88
Administrative Maintenance Fund (.40 of 1% of gross wages)	\$0.24
NECA Service Charge (.60 of 1% of gross wages)*	\$0.36
Total Package	\$104.48

Service Charge Applies to NECA Members Only

DEDUCTIONS

Working Dues –5.5% of Gross Wages

401(k) – 5% of gross wages (applies only to participants in the IBEW Local 461 Defined Contribution Pension Plan)

FOREMAN RATES

Foreman	10% above JW hourly rate
General Foreman	15% above JW hourly rate
Area General Foreman	25% above JW hourly rate

** Currently the Variable Pension contribution basis is gross wages-this is an unresolved issue in negotiations.

Effective June 1, 2026, there will be a \$5.25 total package increase to be allocated by the Union

Payments made by Employers for all funds and deductions covered by this Agreement except NEBF shall be mailed to the Fringe Benefit PO Box no later than fifteen (15) calendar days following the end of each calendar month. Payments to NEBF shall be made in accordance with Section 6.01 of this Agreement

APPENDIX A (continued)

INSIDE APPRENTICE WAGE AND BENEFIT INFORMATION SHEET

Year	Period	Wage Rate % of Scale	Hourly Wage	H & W	Pension 25%	VBP** 11.64%	NEBF 3%	Apprentice 3.50%	LMCC	NLMCC	AMF .40 of 1%	Total Package *
1 year	1	40%	24.07	13.33	6.02	2.80	0.72	0.84	0.20	0.01	0.10	48.09
	2	45%	27.08	13.33	6.77	3.15	0.81	0.95	0.20	0.01	0.11	52.41
2 year	3	55%	33.09	13.33	8.27	3.85	0.99	1.16	0.20	0.01	0.13	61.04
3 year	4	65%	39.11	13.33	9.78	4.55	1.17	1.37	0.20	0.01	0.16	69.68
4 year	5	75%	45.13	13.33	11.28	5.25	1.35	1.58	0.20	0.01	0.18	78.32
5 year	6	85%	51.14	13.33	12.79	5.95	1.53	1.79	0.20	0.01	0.20	86.95

*Excludes NECA Service Charge of .60 of 1% of Gross Wages

** Currently the Variable Pension contribution basis is gross wages-this is an unresolved issue in negotiations.

DEDUCTIONS

Working Dues -5.5% of gross wages

401(k) - 5% of gross wages (applies only to participants in the IBEW Local 461 Defined Contribution Pension Plan)


GIUSEPPE MUZZUPAPPA
EXECUTIVE DIRECTOR


JOEL D. PYLE II
BUSINESS MANAGER

6/3/2025

DATE

6-3-25

DATE