

VOICE-DATA-VIDEO AGREEMENT

This Agreement made and entered into by and between the Aurora Division, Northeastern Illinois Chapter National Electrical Contractors Association, Inc. and Local Union 461, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, is applicable to and shall be utilized by all firms signing a Letter of Assent to the Voice-Data-Video Agreement for all its work throughout the jurisdiction of Local Union 461.

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

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

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

The term "Local Union", as used hereinafter, shall mean IBEW Local Union 461.

The term "Employee" or "Workman", as used hereinafter, shall mean the workman or workmen listed and classified in this Agreement. In all instances where masculine gender is used herein, it shall be deemed to be both male and female.

SCOPE

This Agreement covers low voltage installation maintenance and removal of telecommunication facilities (voice, sound, data, and video) including telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, by-pass, CATV, WAN (wide area networks), LAN (local area networks) and ISDN (integrated system digital network).

VDV Support Systems such as innerduct, fiber guard, wiremold, ladder rack, cable tray, whale-bone tray, basket tray, and finger tray in telecommunication rooms/closets of 2,000 square feet or less shall be permitted. Beyond 2,000 square feet closet: First two (2) employees can be Journeyman Technicians, next two (2) employees shall be Inside Journeyman Wireman. Thereafter, alternate one to one for the assignment of manpower to perform such VDV support system installations.

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

This Agreement does not cover any work which properly comes under the work description of Inside Journeyman Wireman, but shall cover the pulling of wire in raceways, but not the installation of raceways, except as permitted in the preceding paragraph. It is recognized that Fire Alarm work falls under the scope of the Inside Agreement, and any technician cleared-in to do Fire Alarm work shall be paid at the current Voice Data Video wage and fringe benefit rate. However, any Fire Alarm that falls under the Davis-Bacon Act, Illinois Prevailing Wage Laws, Project Labor Agreements, and/or work funded or financed by union trust funds shall be paid at one hundred percent (100%) of the Inside Journeyman Wireman wage and fringe benefit

package. Employers shall be allowed to bring in (two) non-resident VDV technicians to perform Fire Alarm work per job, provided the system is a multi-conductor, low-voltage system and the employer is in compliance with all provisions of Section 2.09 of this Agreement.

WITNESSETH

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

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

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

ARTICLE I EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

EFFECTIVE DATE:

Section 1.01 This Agreement shall take effect November 4, 2024, and shall remain in effect until October 31, 2027., unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the Monday closest to November 1st through the Sunday closest to October 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 local negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

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

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

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

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

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

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

Section 1.10 Any grievance not filed in writing within ten (10) working days of the day of occurrence of the incident shall be deemed to no longer exist.

ARTICLE II EMPLOYER RIGHTS - UNION RIGHTS

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

or corporation having these qualifications and maintaining a place of business, a suitable financial status to meet payroll requirements, and employing not less than one Employee.

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

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

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

- A) The Employee has been registered on the appropriate out-of-work book for two (2) weeks or is below number ten (10) on the Group I list.
- B) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested as a foreman. Upon such request, the Business Manager shall refer said foreman, provided the name appears on the Group I list.
- C) When an Employee is called as a foreman, he must remain as a foreman for one thousand (1000) hours or must receive a "Reduction in Force".

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

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

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

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

UNION DISCIPLINE:

Section 2.06 The Union reserves the right to discipline its members for violation of its laws, rules, and agreements. The parties hereto agree not to pass or enforce bylaws or working rules that are in conflict with the provisions of this Agreement.

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

UNION RECOGNITION AND SECURITY:

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

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

(c) New Members. On the thirty-first day following the effective date of this Section of the Agreement or on the thirty-first day following the beginning of employment with the Employer, whichever is later, membership in the Union shall be required with each Employee in the bargaining unit as a condition of employment subject to the provisions of Section 8 (a) (3) of the Labor/Management Relations Act, 1947, as amended. This provision shall be operative in all States in which such provision is permitted by State Law.

INSURANCE:

Section 2.08 For all Employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a Company authorized to do business in this State, Social Security, and other protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Labor/Management Committee. All contractors shall extend the coverage of the Illinois Unemployment Compensation Act to all Employees. Contractors must file their registration number assigned to them under the provisions of the said Act, with the Labor/Management Committee. Failure of a contractor to file their registration number shall be considered a violation this Agreement.

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

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

BONDING

Section 2.11 A surety bond in the following amounts shall be secured by all contractors before beginning work in the jurisdiction covered by this Agreement:

(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 Cashiers 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 Cashiers 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 XVI of this Agreement, has established a Master Wage and Benefit Bond Program ("LMCC Bond Program"). The requirements of Section 2.11 (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 2.11 (a) and (b) apply.

(d) The Labor Management Committee and/or the Council on Industrial Relations, as the case may be, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the Bond directly to the Trustees of the affected funds or to their designated agents. The Bond shall provide that it shall

not be terminated without a thirty (30) day notice to the employer and the Local Union. A list of contractors complying with this Section will be submitted by the Union to the Aurora Division of the National Electrical Contractors Association upon written request by the Chapter.

MEMBERS CONTRACTING

Section 2.12 No applicant or Employee, while he remains subject to employment by Employers operating under this Agreement, shall be recognized as a contractor for the performance of any Voice-Data-Video work.

OWNER IN FACT

Section 2.13 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 Benefits Funds, pursuant to Articles VIII of this Agreement, on the basis of the gross wages of the Journeyman for the hours actually worked by such individual. Pursuant to Article VIII; Section 8.01 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 determinations as to an individual's status as "Owner in Fact" shall be made by the Labor/Management Committee, based on consideration of the individual's "special status" and/or the extent and nature of his control over the company, and shall be conclusive upon the parties. Should the Committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.08 of this Agreement.

SAFETY

Section 2.14 (a) There shall be a Joint Safety Committee consisting of three members representing the Employer and three members representing the Local Union. The Committee will act exclusively in an advisory capacity to the Employer. The duties of this Committee shall be to develop and recommend to the Employer safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970 or other applicable Federal or State Laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Local Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the Employees. Failure on the part of any Employee to adhere to these requirements constitutes grounds for discharge.

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

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

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

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

- (f) The safe work practices that are in effect on utility company property, which are more stringent than those in this Agreement, shall apply to work which is permitted on that property under the terms of this Agreement.
- (g) It is the Employer's exclusive responsibility to ensure the safety of its Employees and their compliance with these safety rules and standards.
- (h) It shall be the responsibility of the Employer to file a copy of all accident reports with the Safety Committee through the Business Manager and to provide a copy to the employee.
- (i) Employees are not to be under the influence of or in possession of, any intoxicants or non-prescribed drugs on any job.
- (j) Effective January 1, 2003, on any job at a facility complying with Department of Energy guidelines where workmen are required to wear any type of radiation device, an additional fifty (50) cents per hour, which will be subject to applicable fringe benefits, will be added to the rate of pay for the workmen who are required to wear the device.
- (k) On all jobs where an employee must work below grade in contained areas where gas or fumes may be present, the area shall be tested for safety before entry in accordance with OSHA regulations.

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.

ANNULMENT/SUBCONTRACTING

Section 2.15 The Local Union is 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 this Agreement, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

DAVIS-BACON

Section 2.16 The Davis-Bacon language has been revised to include a requirement for the submission of copies of Certified Payroll Reports for Davis-Bacon and Illinois Prevailing Wage Projects. Employer shall complete Wage and Fringe Benefit Determination Forms for all Federal and State funded projects. This shall include but not be limited to Davis-Bacon, Prevailing Rate and Certified Payroll Reports. The forms will be provided by IBEW Local Union 461.

ARTICLE III REFERRAL PROCEDURE

Section 3.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the Employees in the employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

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

Section 3.04 The Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union; and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

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

GROUP I All applicants for employment who have three (3) or more years experience in the trade, are residents of the normal commuting area constituting the normal labor market, have passed a Sound and Communication Journeyman Technician examination given by a duly constituted local Union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the Local Union.

GROUP II All applicants for employment who have three (3) or more years experience in the trade and who have passed a Sound and Communication Journeyman Technician examination given by a duly constituted local union of the IBEW or have been certified as a Sound and Communication Journeyman Technician by any area Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have a minimum of two (2) years' experience in the communication industry but does not meet the requirements of Group I or Group II.

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

Section 3.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer

shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

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

Section 3.08 "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:

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

Section 3.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 3.10 "Examination" – An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Sound and Communication Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three (3) years' experience in the trade.

Section 3.11 The Local Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

RE-REGISTRATION

Section 3.12 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 3.13 An Applicant who is hired and who received, through no fault of his own, work of forty (40) hours or less, shall, upon re-registration, be restored to his appropriate place within his Group.

Section 3.14 (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to their appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE

Section 3.14 (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 3.15 The only exceptions, which shall be allowed in this order of referral, are as follows:

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

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

Section 3.17 It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of Section 3.04 through 3.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

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

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

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

Section 3.21 Experience in the trade is defined as performing work covered by the Scope of this Agreement.

WORKER RECALL:

SECTION 3.22 - 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, or the employer is currently chargeable for the unemployment benefits of such employee.

- (b) The time elapsed since the last layoff has not exceeded seventy-five (75) working days.
- (c) The former employee is on Book I 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.

ARTICLE IV HOURS - WAGES - WORKING CONDITIONS

HOURS

Section 4.01 Eight (8) hours work between the hours of 6:00 A.M. and 6:00 P.M. with one-half (1/2) hour for a lunch period, shall constitute a workday. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute the work week.

Four (4) – ten (10) hour workdays on construction jobsites shall be allowed upon mutual consent between the Union and an individual Employer, without Saturday as a make-up day.

Four (4) – ten (10) hour workdays shall be allowed on Service Trucks, without Saturday as a make-up day.

When a contractor receives a bonafide request from a customer for a special shift which does not conform to the requirements of Section 4.02, a special shift may be worked if agreed to by mutual consent between the Union and the Employer's Association.

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

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

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

Wages shall be paid in cash or by check weekly, no later than quitting time on the thirty-second (32nd) working hour following the close of the payroll period, which shall be Sunday, midnight, and not more than four (4) days wages may be withheld at any time. Waiting time shall be paid after 4:30 p.m. on designated payday; however, not more than eight (8) hours in any twenty-four (24) hour period shall be charged.

Electronic Payroll Starting June 4, 2012, any contractor can implement electronic transfer of payroll checks. If an employee does not want electronic transfer, the employee will have the option to have his or her check mailed to them or pick up his or her paycheck at the shop on their own time. Any contractor who mails checks must have them postmarked within thirty-two

(32) regular working hours after the pay period ends. Employers who do not implement electronic transfer of payroll checks, along with all calls of fourteen (14) days or less, layoffs and fires, must pay employees in full and in person. The payment schedule and waiting time provisions detailed above shall also be applicable to electronic payment of payroll.

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

Paycheck Delivery or Pick-up When wages are not paid on the job, Employees shall be allowed sufficient time to reach the Employer's shop before regular quitting time.

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

Payment Guarantee In the event that checks given by the Employer for wages to Employees employed under the terms of this Agreement are not honored on account of insufficient funds, etc., the Employer so offending, shall thereafter be required to pay all wages in currency until such time as decided by the Labor/Management Committee. Also, he shall be responsible for any and all fees and charges incurred by the Employee due to the Employers unhonored check.

SHIFT WORK

Section 4.02 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.

OVERTIME AND HOLIDAYS

Section 4.03(a) Overtime Pay and Holidays. Work performed after the conclusion of the normal workday and work on Saturdays shall be paid for at one and one half (1 & 1/2) times the regular straight time rate. Work performed on Sundays and the following Holidays - New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, shall be paid at two (2) times the regular straight time rate.

- (b) Job Site Change for Overtime. Workmen having worked eight (8) hours in any one (1) day or four (4) hours on Saturday on one job will not be allowed to go to another job on that day or night to work overtime, unless all workmen on that job are working overtime. Employers shall notify the Union of any such work to be performed under this section.
- (c) Dinner Period. When four (4) or more hours of overtime work are required, after a regular scheduled workday, then a one-half (1/2) hour dinner period shall be allowed the men working.

INCLEMENT CONDITIONS

Section 4.04

Show up Time All workmen shall have their time period from the time of reporting to work and shall not be paid less than four (4) hours for any one (1) regular work day unless it is through some fault of their own, except in the event of any condition over which the Employer has no control, such as bad weather conditions. Then the Employees shall be paid two (2) hours show-up time and in the event that work is started after 10:00 A.M., they shall be paid four (4) hours; in event of bad weather conditions the same applies to work after lunch, six (6) hours after 12:30 P.M. and eight (8) hours after 2:30 P.M. Should Employees be unable to report to work, they must notify the Employer two (2) hours before starting time (8:00 A.M.) When Employees are not to report to work, the Employer shall notify such Employees two (2) hours before starting time (8:00 A.M.). This section shall not apply to cases beyond the Employer's control such as fires, accidents, storms, power failure, or Acts of God, in which case no guarantee or minimum pay for work shall apply. When workmen are not to report to work on the following day, the Employer shall notify such workmen before they leave the job on the preceding workday.

TRANSPORTATION

Section 4.05

Travel Time

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

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

(b) For any day when employees are ordered to begin or end their workday at a jobsite greater than fifty (50) miles outside the geographical boundary of the Local Union from which they were referred, the employee shall be paid the gross sum equal to one hour total package, at straight time Journeyman Technician rate, for each event only if the employee does not utilize an Employer/Company vehicle with gasoline, toll fees, and parking fees financed by the Employer. Any payments made in accordance with this subsection will be subject to applicable federal and state tax but will not be subject to any fringe benefit contribution requirements. However, at the employers' option, the traditional practice of starting and ending the workday at the jurisdictional line can be utilized in lieu of the above.

(c) Employees who agree to use a personal vehicle shall receive IRS rate for traveled road miles and be reimbursed for toll charges and parking. If such Employee is asked to transport Employer material or equipment weighing less than 50lbs and excluding ladders, other than normal hand tools, he shall be paid a daily travel allowance of \$5.00. Employee shall maintain automobile insurance coverage against normal risk and take all reasonable measures for safekeeping of Employer equipment and material. However, this provision shall not exclude the Employer from responsibility for loss or theft resulting from collision, property damage and personal liability which may be incurred while the Employee's vehicle is being used for Employer business.

UNION STEWARD

Section 4.06 The Local Union may appoint a Steward on each job. The foreman shall give the steward any information pertaining to the welfare of the Local Union and shall be allowed reasonable time on the job to make out his reports. The Local Union will notify the Employer of all crew steward appointments.

Section 4.07 The Business Manager of the Union shall have the right to appoint a steward at all shops and on all jobs.

The Business Manager shall notify the Employer in writing, as to who the steward is in a shop or on a job. The steward shall be a working Employee who, in addition to this work as a Journeyman Technician, shall be permitted to perform, during the working hours such of his Union duties as cannot be performed at other times. These duties shall be performed as expeditiously as possible. The steward shall not leave the job site to which he is assigned without permission of the Employer, or the Employer's representative on the job. The steward shall be the last man laid off from the job, with the exception of the foreman, providing the Employer has been notified of the appointment in writing. The Business Manager can remove a steward at any time. If, in the opinion of the Employer, the steward is not performing his duties impartially, the Employer and the Business Manager of the Union shall meet within twenty-four (24) hours and adjust the difficulty to the mutual satisfaction of both parties. If they are unable to reach an agreement, the problem will be referred to the Labor/Management Committee.

The steward's duties shall be as follows:

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

NOTICE OF LAYOFF

Section 4.08

Layoff and Discharge The Employer shall have the right to layoff Employees for lack of work or to discharge any Employee for just cause. Reason for such discharge shall be given the Union or the Employee, in writing, upon request. If the Union believes any such discharge to be unjustified, the matter shall be handled as stated in Article I of this Agreement.

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

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

INSTALLATION AND CUT OVERS

Section 4.09 Any employee supervising a crew on installation or cut over work shall be paid the applicable foreman's rate. This shall not apply to a Journeyman installer repairman who has a trainee with less than 45 days experience riding with him. A crew shall consist of not less than five (5) men, including the foreman.

TOOLS

Section 4.10 (a) Each Employee shall furnish himself with the following list of tools:

- | | |
|-------------------------------------|--------------------------------|
| 1. Tool case or equivalent | 12. Scratch Awl |
| 2. Punch on Tool | 13. Adjustable Crescent Wrench |
| 3. Cable Cutters | 14. Lineman Pliers |
| 4. Diagonal Strippers | 15. Channel Locks |
| 5. Assorted Flat Blade Screwdrivers | 16. Flashlight |
| 6. Assorted Phillips Screwdrivers | 17. Scissors |
| 7. Hammer | 18. Chisel |
| 8. Level " | 19. Drop Chain |

- 9. Hack Saw
- 10. 6' Folding Rule or Tape Measure
- 11. Long Nose Pliers

- 20. Tool Belt or Pouch
- 21. V.O.M.

(b) A 3/8" drill, electronic equipment, and cord are permitted to be transported as non-personal tools in personal vehicle. No other tools, equipment, or material are permitted to be transported in a personal vehicle except that listed above and a kit of personal tools.

EMPLOYER TOOLS AND EQUIPMENT

Section 4.11 The Employer shall furnish all other necessary tools or equipment. Employees will be held responsible for proper use of tools or equipment issued to them. The Employer will provide the necessary lockers, toolboxes, or other safe place for storage of aforementioned tools.

Section 4.12

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

Section 4.13

Continuing Education

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

(b) All Journeyman Technicians have the responsibility to complete a minimum of 20 hours of continuing education as it relates to the voice data video industry every three (3) years of the effective date of this agreement beginning November 4, 2019. Safety and Code related courses will also be acceptable. Acceptable Continuing Education classes shall include:

- OSHA 10 / OSHA 30
- I/T Grounding and Bonding
- Code of Excellence
- CPR / First Aid / AED
- Preparing for Leadership
- Estimating
- Codes, Practices and Standards 1 Level 1
- I/T Code 2 Level 1
- NICET Fire Alarm Certification
- BICSI Certification
- PERC Card Registration
- Sexual Harassment Prevention Training

Other courses may qualify with prior approval of JATC. All training courses under this section shall be approved and tracked by the JATC.

STANDBY AND CALL OUT

Section 4.14 When the Employer elects to assign, and an employee accepts the responsibility of a service role, that employee may be assigned to serve as the primary dispatch person to arrange for the fulfillment of calls after scheduled work hours. Standby duty may be assigned for a calendar week.

When an employee on standby duty is required to leave his off-duty location and immediately report to work at the designated report location or customer site, the employee shall be paid the applicable overtime rate, plus an additional 20% premium, from the time he leaves his off-duty location until the time he returns to his off-duty location provided the assignment is not contiguous with his scheduled work tour. All assignments that are contiguous with a scheduled work tour shall be paid at the applicable overtime rate.

ARTICLE V LEAVE OF ABSENCE

Section 5.01

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

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

ARTICLE VI WAGES AND FRINGE BENEFITS

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

Journeyman Installer Technician	See Appendix A
Foreman	See Appendix A
General Foreman	See Appendix A
Area General Foreman	See Appendix A

APPRENTICE TECHNICIANS

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

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

FOREMAN– GENERAL FOREMAN – AREA GENERAL FOREMAN APPOINTMENT

Section 6.02

- A. On all jobs requiring five (5) or more Employees, one (1) shall be appointed Foreman by the Employer and the Foreman shall have no more than fourteen (14) men working for him. Thereafter a new Foreman must be appointed. Once there is a need for a third Foremen, one (1) 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-two (62) men are on one job with additional Area General Foreman required for each subsequent increment of sixty-two (62) employees.

(d) 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 for their appointed 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.

ARTICLE VII NEBF

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

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

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

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

Section 7.02 (a) The failure of an individual Employer to comply with the provisions of Section 7.01 shall also constitute a breach of this Labor Agreement. As a remedy for such violation, the Labor/Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered at the request of the Labor Union to require an Employer to pay into the affected Joint Trust Fund established under this Agreement any delinquent contributions to such funds which may have resulted in the violation.

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

ARTICLE VIII ELECTRICAL WORKERS GENERAL WELFARE FUND

Section 8.01 - 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 Technician 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.

ARTICLE IX VACATION ACCRUAL

Section 9.01 – For each hour worked under this agreement by each covered employee, the employer will credit a vacation accrual equivalent to ten cents (\$.10) per hour. The accruals for this earned vacation shall be maintained by the employer and shall be disbursed annually to each employee no later than December 31st of each year. The annual payout shall include accruals through the final payroll week of the year and shall be issued to the employee no later than the first payday in the subsequent year. However, in the event that an employee is discharged or laid off prior to December 31st, the full amount that has been accrued for the year to date will be paid at the time of discharge or lay off. Vacation payments are not subject to fringe benefit contributions under this agreement with the exception of contributions to NEBF.

ARTICLE X CHECK OFF WORKING DUES

Section 10.01 – It is mutually agreed that the Employer shall deduct weekly and remit to the Union monthly, working dues in the amount of five- and one-half percent (5.5%) for each employee who is a member of the I.B.E.W. and who has signed authorization in proper form for such deductions. The Employer shall forward the total amount to the Union each month for the previous month.

Section 10.02 – The Local Union agrees to hold the Employer harmless from any action growing out of these deductions and commenced by any Employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Local Union.

ARTICLE XI LOCAL NO. 461 IBEW PENSION PLANS

Section 11.01(a) – The parties hereto have created Pension Trust Funds known as the IBEW Local No. 461 Defined Contribution Plan, dated December 1, 1974 (The Plan). The Employer agrees to contribute monthly to said Pension Trust Fund 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.

(c) – 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.

ARTICLE XII SUBSTANCE ABUSE

Section 12.02 – 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 rehabilitations 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 XIII ENFORCEMENT AND AUDITS

Section 13.01 Notwithstanding any other provision of the Agreement, the Union shall be permitted to remove workers whom they represent from any and all job sites for nonpayment of wages or benefits without notice to the delinquent Employer who it deems such action necessary in order to protect the Employees from violation of the wage and benefit provision of this Agreement.

Section 13.02 The Trustees of the aforementioned Welfare and Pension Trust Funds and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of determining compliance with the provisions of this Agreement.

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

ARTICLE XIV APPRENTICESHIP AND TRAINING

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

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

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

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

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

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

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

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

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

Section 14.06 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer/Technician apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments. The JATC or its subcommittee shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

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

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

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

Section 14.10 The apprentice is required to satisfactorily complete the minimum number of

on-the-job training hours specified and properly registered in the Telecommunications Installer/Technician Apprenticeship and Training Standards.

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

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

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

Section 14.14 All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is (see Appendix 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 Employee Benefit Agreement and Trust.

ARTICLE XV NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

Section 15.01 The parties agree to participate in the NECA-IBEW National Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. 816 (c) (9). The purpose of this fund includes the following:

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

7. To engage in research and development programs concerning various aspects of the industry, including but not limited to, new technologies, occupational safety and health, labor relations and new methods of improved production.
8. To engage in public education and other programs to expand the economic development of the electrical construction industry.
9. To enhance the involvement of workers in making decisions that affect their working lives; and
10. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 15.02 The fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 15.03 Each Employer shall contribute one cent (.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 15.04 If an employer fails to make the required contribution to the fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the employer is in default, the employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars, (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damage incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XVI

LABOR MANAGEMENT COOPERATION COMMITTEE

Section 16.01 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. To improve communications between representatives of Labor and Management.
2. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness.
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process.

4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry.
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry.
6. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production.
7. To engage in public education and other programs to expand the economic development of the electrical construction industry.
8. To enhance the involvement of workers in making decisions that affect their working lives; and,
9. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Section 16.03 Each Employer shall contribute 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 16.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), 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 contribution due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XVII

ADMINISTRATIVE MAINTENANCE FUND

Section 17.01 All employers covered by this Agreement shall contribute four tenths (4/10) of one percent (1%) of the gross labor payroll of each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the Collective Bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement of delinquent payments to the fund shall be the sole responsibility of the Fund and the Northeastern Illinois Chapter, NECA, and not the Local Union.

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

ARTICLE XVIII
NATIONAL ELECTRICAL INDUSTRY FUND
(Required of NECA Members Only)

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

Section 19.01 The Employer agrees that any job site work of any kind which it (or any of its subcontractors) performed in the construction industry anywhere in the United States shall be performed by the Employer and its subcontractors only under an agreement with the appropriate I.B.E.W. Local Union having jurisdiction in the area where the work is to be performed.

ARTICLE XX
CODE OF EXCELLENCE

Section 20.01 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 XXI
POLICY STATEMENT FOR DISCRIMINATION/SEXUAL HARASSMENT

Section 21.01 International Brotherhood of Electrical Workers Local Union 461 will not tolerate any type of discrimination or sexual harassment, whether verbal or physical, by any of its members. Any individual or group engaging in such conduct creating an intimidating, hostile or offensive working environment will be subject to discipline, including discharge if necessary. If an individual believes they are victims of discrimination or harassment, they should indicate to the harassing worker the object to the manner in which they are being treated whether bywords, actions, or displays. Additionally, they should inform the contractors supervisor or management individual with whom they feel comfortable talking about the circumstances. The contractor shall be responsible for ensuring that their workplaces are free of discrimination and harassment. Contractors should take steps to ensure workers' employment is not affected for reporting discrimination or harassment, assisting in making a complaint, or cooperating in an investigation. A violation of this shall not be subject to the grievance and arbitration procedure in Article I.

SEPARABILITY CLAUSE

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

IN WITNESS WHEREOF, the parties have executed this Voice Data Video Agreement

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

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

 12/5/2024

GIUSEPPE MUZZUPAPPA DATE
EXECUTIVE DIRECTOR

 12-5-24

JOEL PYLE II DATE
BUSINESS MANAGER

 12/5/24

BRUCE ANDERSON DATE
DIVISION CHAIRMAN

 12-5-24

MARK SEPPELFRICK DATE
PRESIDENT

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

JOURNEYMAN TECH WAGE AND BENEFIT INFORMATION SHEET

The following are the wage rates and total package amounts for the Voice Data Video Agreement between Local 461, IBEW and the Aurora Division, Northeastern Illinois Chapter NECA, Inc., effective October 30, 2023.

JOURNEYMAN TECHNICIAN:

Journeyman Technician	11/4/2024 – 11/2/2025
Hourly Wage Rate	\$47.11
FMCP Healthcare (per hour worked)	\$17.30
Pension (25% of gross wages)	\$11.78
Variable Benefit Pension (9.55% of gross wages)*	\$4.50
Apprenticeship (3.5% of gross wages)	\$1.65
N.E.B.F. (3% of gross wages)	\$1.41
LMCC (.20 cents per hour worked)	\$0.20
NLMCC (.01 cent per hour worked)	\$0.01
Subtotal	\$83.96
Administrative Maintenance Fund (.40% of gross wages)	\$0.19
NECA (.60% of gross wages)*	\$0.28
Total Package	\$84.43

Service Charge Applies to NECA Members Only

Effective November 3, 2025, there will be a \$4.40 total package increase to be allocated by the Union
Effective November 2, 2026, there will be a \$4.40 total package increase to be allocated by the Union

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: \$50.36 – (\$3.25 above Journeyman Tech Rate)

General Foreman: \$54.36 – (\$7.25 above Journeyman Tech Rate)

Area General Foreman: \$59.36 – (\$12.25 above Journeyman Tech Rate)

Effective November 3, 2025, Foreman rate increase to \$3.50 per hour above Journeyman Tech rate
General Foreman rate increase to \$7.75 per hour above Journeyman Tech rate
Area General Foreman rate increase to \$13.00 per hour above Journeyman Tech rate

Effective November 2, 2026, Foreman rate increase to \$3.75 per hour above Journeyman Tech rate
General Foreman rate increase to \$8.50 per hour above Journeyman Tech rate
Area General Foreman rate increase to \$13.75 per hour above Journeyman Tech rate

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

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 7.01 of this Agreement

APPENDIX A (continued)

APPRENTICE TECH WAGE AND BENEFIT INFORMATION SHEET

Telecommunication Apprentices Only – Pension Contribution Rate is 22%.

Year	Period	Wage Rate	Hourly	H & W	Pension	VBP	NEBF	Apprentice	LMCC	NLMCC	AMF	Total
		% of Scale	Wage	\$13.02 Hour	22%	9.55%	3%	3.50%	\$0.20 Hour	\$0.01 Hour	.40 of 1%	Package *
1 year	1	45%	21.20	13.02	4.66	2.02	.64	.74	.20	.01	.08	42.58
	2	50%	23.56	13.02	5.18	2.25	.71	.82	.20	.01	.09	45.84
2 year	3	55%	25.91	13.02	5.70	2.47	.78	.91	.20	.01	.10	49.10
	4	60%	28.27	13.02	6.22	2.70	.85	.99	.20	.01	.11	52.36
3 year	5	65%	30.62	13.02	6.74	2.92	.92	1.07	.20	.01	.12	55.63
	6	70%	32.98	13.02	7.25	3.15	.99	1.15	.20	.01	.13	58.89
4 year	7	80%	37.69	13.02	8.29	3.60	1.13	1.32	.20	.01	.15	65.41
	8	90%	42.40	13.02	9.33	4.05	1.27	1.48	.20	.01	.17	71.93

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

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)

MEMORANDUM OF UNDERSTANDING
IBEW LOCAL 461 TRAINEE PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (MoU) TRAINEE PROGRAM AS A SIDE LETTER to the Agreement between IBEW Local Union 461, and the Aurora Division of Northeastern Illinois Chapter, NECA, shall take effect November 4, 2024, and shall remain in effect until October 31, 2027. At the end of each year this MoU/Program will be evaluated for its effectiveness and utilization. All other provisions of the VDV Agreement remain applicable unless otherwise noted or modified herein.

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

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

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

BE IT RESOLVED that in the interest of obtaining a larger future workforce and maintaining competitiveness in the electrical and low voltage construction industry, the undersigned have mutually agreed to create this Memorandum of Understanding Trainee Program.

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

IBEW Local Union 461 and the Aurora Division of Northeastern Illinois Chapter, NECA, will provide opportunities to those who may be interested in an apprenticeship in the unionized electrical construction industry. Anyone interested in participating in the Trainee Program must obtain a Letter of Recommendation from a signatory Employers or the Local 461 Business Manager. It is intended that any applicant from a signatory Employer will be referred out to that Employer upon successful completion of all prerequisites. The applicant will then follow the Trainee Application Process as described below. All Trainees must be at least eighteen (18) years old at the time of application and must pass a mandatory drug screen (urine test) before being accepted into the Program.

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


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

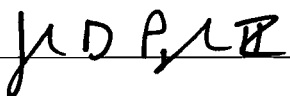
The Employer shall contribute to the National Electrical Benefit Fund (NEBF) and the Local 461 Apprenticeship and Training Trust on behalf of all Trainees for administrative purposes. Contributions to other benefit plans addressed in other Sections of the VDV Agreement are not applicable to Trainees.

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

SIGNED & DATED:
NORTHEASTERN ILLINOIS CHAPTER, NECA

IBEW LOCAL UNION 461

 10/29/2024

 10-29-24

TRAINEE REGISTRATION PROCESS

The IBEW Local 461 JATC will be accepting applications EVERY TUESDAY, from 8:00 A.M. to 12:00 P.M. and from 1:00 P.M. to 4:00 P.M. You must APPLY IN PERSON with a picture ID and your application fee. Our office is located at 591 Sullivan Rd, Unit 100, Aurora, IL 60506

Each applicant must bring the following documentation:

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

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

TRAINEE ORIENTATION PROGRAM

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

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

Candidates must complete the following prior to job placement:

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

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

TRAINEE SELECTION

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

- Qualified Trainees may be selected from the current application and ranking list.
- A qualified Trainee may be called off the list by submitting a letter of "intent to sponsor" to the JATC Office from a signatory contractor or the Local 461 Business Manager.

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

RATIOS

EMPLOYER RATIOS:

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

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

JOBSITE RATIOS:

Trainees shall be included when calculating jobsite Apprentice Ratios per Article XIV, Section 14.08, of the VDV Agreement.

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

SCOPE OF WORK

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

The following exceptions will be strictly enforced:

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

TOOL LIST

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

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

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

All selected Trainees will be subject to Local 461's random drug testing policy. Ratio and Trainee numbers may be increased at the Business Manager's discretion.

WAGES

Trainee	11/4/24 - 10/31/27
Trainee Hourly Wage Rate	\$18.08
N.E.B.F. (3.00% of gross wages)	\$0.54
Administration (1.75% of gross wages)	\$0.32
TOTAL PACKAGE	\$18.98

The Employer shall contribute to the National Electrical Benefit Fund (NEBF) and the Local 461 Apprenticeship and Training Trust on behalf of all Trainees for administrative purposes. Contributions to other benefit plans addressed in other Sections of this Agreement are not applicable to Unindentured.