

RESIDENTIAL WIRING AGREEMENT

Agreement by and between the Northern Illinois Chapter, National Electrical Contractors Association, Inc. and Local Union No. 364, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term Northern "Chapter" shall mean the Northern Illinois Chapter, National Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union No. 364 of the International Brotherhood of Electrical Workers.

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

Type of Work Covered By This Agreement

It is mutually agreed that the provisions of this Agreement shall apply to all units built primarily for family residence, up to and including four story buildings, with no limitation on the number of units involved, excluding hotels, motels and nursing homes.

ARTICLE I

Effective Date - Changes - Grievances - Disputes

Section 1.01 This Agreement shall take effect December 1, 2024 and shall remain in effect until May 31, 2026, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

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

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

(e) When a case has been submitted to the Council, it shall be the responsibility of the 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 lock-out because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCES/DISPUTES:

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

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

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

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

Section 1.10 Either party desiring to file a grievance in accordance with the provisions of Article I of this Agreement must file such grievance within thirty (30) days from the time the grieved party becomes aware of the alleged violation. This limitation shall not be applicable to delinquencies on fringe benefit funds.

ARTICLE II **Employer Rights - Union Rights**

Section 2.01 The Chapter recognizes the Union as the exclusive representative of all employees performing work under this Agreement within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, on the type of work as defined herein.

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

Section 2.03 No member while he remains a member and subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

Section 2.04 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirtieth day following the date of their employment or the effective date of this Agreement, whichever is later. The Employer shall notify the Union in writing within forty-eight (48) hours after employment of the name, address, Social Security number, and rate of pay of each employee who is employed under the terms of this Agreement.

Section 2.05 For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

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

Section 2.07 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

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

Section 2.09 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 by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

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

Section 2.10 – An owner, partner, or majority shareholder of an employer, or an employee of a company, corporation or other entity who is a spouse or other close relative of an owner, partner, or majority shareholder of the employer, who works with the tools and who enjoys special privileges or status and/or who exercises control over the company may be deemed to be an "Owner in Fact" of the organization.

On behalf of any such "Owner in Fact", the employer shall pay contributions to the Fringe Benefit Funds for the hours actually worked, but not less than forty (40) hours per week for three weeks per month. At the option of the "Owner in Fact", the required contribution for Health and Welfare and/or Local Pension may be waived upon receipt of proof of comparable coverage.

All determinations as to an individual's initial status as "Owner in Fact" and "Proof of Comparable Coverage" shall be made by the Labor Management Committee and subject to annual review.

Section 2.11 – The Business Manager of the Union shall have the right to appoint Stewards at any shop and/or any job where workers are employed under the terms of this agreement.

The Union shall notify the Employer, in writing, identifying the Steward on a particular job. The Steward shall be a working employee, who in addition to his work as a Journeyman, shall be permitted to perform Union duties during working hours that 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. Management will work with the Steward to keep overtime as equal as possible and reasonable.

The Job Steward shall not be transferred from job to job without the consent of the Business Manager. If, in the opinion of the Employer, the Steward is not performing his duties properly, the Employer and the Business Manager shall meet within twenty-four (24) hours of the complaint. If they are unable to reach an agreement that is mutually satisfactory, the problem shall be referred to the Joint Labor-Management Committee.

Section 2.12 – All contractor trucks must be identified with lettering at least 3" high.

Section 2.13 – The employee shall have the right, within two (2) working days, to reject the employer and return to their original position on the out of work list without penalty.

ARTICLE III

Hours - Wages - Working Conditions

Section 3.01 Forty hours work within five (5) days, Monday through Friday inclusive, with a maximum of ten (10) consecutive hours work per day with one-half hour per day unpaid break for a lunch period shall constitute a work week. The normal starting time of 8:00 a.m. may be varied by up to two hours. Such work shall be paid for at the regular straight-time rate of pay. Scheduled work weeks less than 40 hours must be consecutive days.

When normal workdays are missed during the work week and agreeable by the Employer and employees, Saturday can be worked at straight-time up to the forty-hour work week, within the guidelines established above. Where possible, any employee not being able to report for work at the starting time shall notify the Employer.

(a) All work performed outside of regularly scheduled working hours as listed above, except work performed on days specified in the sub-section (b) shall be paid at time and one-half (1-1/2) the regular straight-time rate of pay.

(b) Work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, shall be paid at double the regular straight-time rate of pay. If any of the above holidays fall on a Sunday, with the exception of Veterans Day, the following Monday shall be observed as a legal holiday with Sunday's pay to be double-time and Monday time and one-half. If any of the above holidays fall on a Saturday, with the exception of Veterans Day, the Friday before shall be a legal holiday with Saturday to be double-time and Friday's pay time and one-half. Veterans Day shall be observed only on November 11th.

(c) Shift work 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:

The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours worked.

The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work.

A lunch period of thirty minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1-1/2 x) 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.

Section 3.02 When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

Section 3.03

The minimum hourly rate of wages shall be as follows:

Foreman

10% above Residential Wireman rate of pay.

Residential Wireman

-Effective December 1, 2024, \$31.10 per hour

Residential Wireman Trainees:

1ST PERIOD	40% OF RESIDENTIAL WIREMAN RATE
2ND PERIOD	50% OF RESIDENTIAL WIREMAN RATE
3RD PERIOD	60 % OF RESIDENTIAL WIREMAN RATE
4TH PERIOD	70 % OF RESIDENTIAL WIREMAN RATE
5TH PERIOD	80% OF RESIDENTIAL WIREMAN RATE
6TH PERIOD	90% OF RESIDENTIAL WIREMAN RATE
COMPLETION	100%

Effective December 1, 2024 – Any increase to the Health & Welfare Fund and/or Retiree Subsidy Fund in June 2025 will be paid by the employee.

Section 3.04 Wages shall be paid weekly by cash or check not later than the end of your regularly scheduled working hours, three (3) days after the close of the payroll period. The employer may pay wages by direct deposit/electronic transfer with the consent of the employee. All employees and the Union will be notified at least thirty (30) days in advance of any change in an Employer’s payday period. Wages paid by mail must be postmarked two days prior to their due date. If there is a holiday between the close of the payroll period and the due date, the employer will be allowed an extra day for processing the payroll. If employees do not receive their paychecks in the mail three days after the close of the payroll period, they are to inform their immediate supervisor by 8:00 a.m. the next morning on the job and the contractor is to have a new check delivered to the jobsite by noon to replace the check in the mail. If not paid, waiting time at the regular straight-time rate of pay shall begin immediately and will be charged until payment is made, but not more than eight hours' waiting time will be paid for any twenty-four hour period or for any regular or holiday weekend. The weekend is defined as running from the end of the work day on Friday to the beginning of the work day on Monday (unless Monday is a holiday).

Section 3.05 A Wireman's set of hand tools furnished by the Wireman and kept in good condition shall consist of the following: 600 volt voltage tester “Wiggie”, 1 flash light case, 1 set of screw drivers for slotted head screws including stubby screw driver, Allen head wrenches from 1/32" up to and including 1/2", 1 Poly tap, 1 scratch awl, 1 hammer, 1 hack saw frame, 1 keyhole saw, 2 pair channel lock pliers, 1

pair 8" cutting pliers, 1-6 ft. ruler, 1-25 ft. tape measure, 1 stud finder, 1 set knock-out punches 1/2" to 1-1/4" with wrench, 1 torpedo level, 1 wireman's knife, 1 tool box, 1 set of screw drivers for Phillips head screws including stubby screw driver, 1 Romex stripper, 1-6" file, 1-10" adjustable wrench, 1 chalk line, 1 Plumb Bob, 1 set steel drill bits 1/32-1/2", 1 pair long nose pliers, 1 pair wire strippers, 1 pair diagonal cutting pliers.

The Employer shall furnish all other necessary tools and equipment. Workmen will be held reasonably responsible for the Employer's tools and equipment during working hours or if loss is caused by neglect on the part of the workman. The Employer shall furnish necessary lockers, tool boxes or other places for keeping or storage of Employer's and workmen's tools and equipment. The employee shall not be responsible for the Employer's tools and equipment after working hours providing they are locked in the place provided by the Employer. The employee shall be responsible for his tools and clothing but may use the place of storage provided by the Employer. The Employer will replace such tools as listed above when tools are stolen from the locked company storage or company vehicle.

If, in the opinion of the workman, the storage place provided is unfit for the storage of tools, equipment and clothing, he shall notify the Union of such condition. The Union shall notify the Residential Labor-Management Committee of such condition, who shall investigate and determine the suitability of such storage place.

Section 3.06 Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications and to comply with all safety standards as set by OSHA Standards. A Residential Wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

Section 3.07 No traveling time shall be paid before or after working hours to workmen for traveling to and from any job in the jurisdiction of the Union when workmen are ordered to report on the job. Workmen shifting from one job to another during regular working hours shall be furnished transportation or be paid mileage at the current IRS allowable mileage rate.

Workmen are not to haul any materials or contractor tools in their vehicles.

Section 3.08 On all energized circuits or equipment carrying four-hundred-forty (440) volts or over, as a safety measure, two (2) or more Residential Wiremen must work together.

Section 3.09 Each job or project requiring more than five (5) Residential Wiremen shall be under the supervision of a Foreman. Workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

Section 3.10 When workmen report at the shop or job, unless requested not to, and are not put to work due to conditions beyond control of the workmen, they shall receive one hour of pay, provided they are in fit condition.

Section 3.11 A subcommittee of the Labor-Management Committee composed of one member representing the Association and one member representing the Union, will hear charges brought against any Wireman by the Administrator of the Referral System wherein said craftsperson has excessive quits

or discharges (three quits or discharges within a three-month period shall be excessive). After hearing the Administrator's charges and the testimony of the craftsperson, the subcommittee shall be empowered to issue temporary suspension of referral rights.

Section 3.12 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

Section 3.13 An Employer may implement a post accident drug test at the Employer's discretion and paid for by the Employer. Employees are entitled to Union representation if so desired.

Section 3.14 Employees must wear suitable clothing for their work and shall be in compliance with OSHA standards for residential work.

ARTICLE IV **HIRING** **Referral Procedure**

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

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

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

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

Section 4.05 The Union shall maintain a register of applicants for employment established on the basis of GROUPS listed below. Each applicant for employment shall be registered in the highest priority GROUP for which he qualifies.

RESIDENTIAL WIREMAN

GROUP I All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Residential Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last two years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

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

GROUP III All applicants for employment who have two or more years' experience in the trade.

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

Section 4.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

All of Winnebago County; all of Stephenson County; all of Boone County; all of Ogle County; all of Lee County; Franklin, Kingston, Genoa, South Grove, Mansfield, Sycamore, Malta, DeKalb, Cortland, Milan, Alton, Pierce, Shabbona, Clinton, Squaw Grove, Paw Paw, Victor and Somonauk Townships in DeKalb County; Warren, Rush, Nora, Stockton, Wards Grove, Pleasant Valley and Berreman Townships in Jo Daviess County; Cherry Grove, Shannon, Rock Creek, Lima, Wysox and Elkhorn Grove Townships in Carroll County; Coloma, Genessee, Jordan, Hopkins, Sterling, Hume, Montmorency, Tampico, and Hahnaman Townships in Whiteside County.

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

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

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

Section 4.11 Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice.

Section 4.12 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.13 An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 4.14 An applicant who is hired and who receives, through no fault of his own, work of forty-hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.15(a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, and then Group III. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

REPEATED DISCHARGE:

Section 4.15(b) An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.16 The only exception which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.17 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.18 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.19 A representative of the Employer or the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.20 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.21. Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V

Section 5.01 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 5.02 The Employer shall pay into the NECA-IBEW Local 364 Welfare Trust the sum of sixteen dollars twenty-nine cents (\$16.29) per hour worked for the Employer by all employees covered by this Agreement. In addition, contributions to the Health & Welfare Plan on overtime hours are calculated using the appropriate overtime rate of either one and one-half (1-1/2) or two (2) times the straight-time contribution rate, the same rate as the overtime rate of either one and one-half (1-1/2) or two (2) times the straight time rate. The payment shall be made by check or draft and shall constitute a debt due and owing the NECA-IBEW Local 364 Welfare Trust on the last day of each calendar month. The payment and payroll report shall be mailed to reach the office of the appropriate receiving trust not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers, who fail to make payment as provided above, shall be subject to having this Agreement terminated upon seventy-two hours' notice, in writing, being served by the Union provided the Employer fails to show satisfactory proof that delinquent payments have been made to the Welfare Trust.

The Employer agrees to be bound by the Amended Agreement and Declaration of Trust of the NECA-IBEW Local 364 Welfare Trust, and by any future amendments thereto.

The Employer agrees that it shall be bound by all actions taken by the Trustees of the NECA-IBEW Local 364 Welfare Trust in the administration of the Trust pursuant to the provisions of the Amended Agreement and Declaration of Trust or as it may hereafter be amended.

Should the rate of contributions increase during the term of this Agreement, the parties signatory to this Agreement shall meet and, by mutual consent, agree to increase the contribution rate on the effective date of such increase. Such increase shall not add to the total wage and fringe benefit package payable to Residential Wiremen under this Agreement.

Section 5.03 It is agreed that effective December 1, 2024, each Employer shall contribute to the NECA-IBEW Local 364 Defined Contribution Pension Fund the sum of nine dollars eighty-five cents (\$9.85) per hour worked for each Residential Wireman and Residential Foreman covered by the terms of this Agreement. In addition, contributions to the NECA-IBEW Local 364 Defined Contribution Pension Fund on overtime hours are calculated using the appropriate overtime rate of either one and one-half (1-1/2) or two (2) times the straight-time contribution rate, the same rate as the overtime rate of either one and one-half (1-1/2) or two (2) times the straight time rate. At no time should the pension contribution exceed 25% of gross hourly wage.

The contribution rate for Residential Trainees shall be as follows:

- 0 - 2000 hours no contribution;
- 2001 - 3000 hours60% of Residential Wireman's contribution rate;
- 3001 - 4000 hours70% of Residential Wireman's contribution rate
- 4001 - 5000 hours.....80% of Residential Wireman's contribution rate
- 5001 - 6000 hours.....90% of Residential Wireman's rate.

The NECA-IBEW Local 364 Defined Contribution Pension Fund is administered by a Board of Trustees in accordance with the terms of a Trust Agreement executed as of May 1, 1984. By making contributions to the NECA-IBEW Local Union 364 Defined Contribution Pension Fund, each contributor shall become a party to the Trust Agreement and become bound by the terms and provisions thereof.

Should the rate of contributions increase during the term of this Agreement, the parties signatory to this Agreement shall meet and, by mutual consent, agree to increase the contribution rate on the effective date of such increase. Such increase shall not add to the total wage and fringe benefit package payable to Residential Wiremen under this Agreement.

Section 5.04 It is agreed that, upon receipt of a written authorization signed by the employee, each Employer shall deduct weekly and remit monthly, an amount equal to zero percent (0%), five percent (5%), ten percent (10%) or fifteen percent (15%), at the employee's choice, of the employee's gross wages, which amount is to be placed into the employee's individual Vacation Account to be located at a financial institution as is agreed to by Local Union 364, IBEW and the Northern Illinois Chapter, NECA. The amount of the deduction shall be established on the employee's hire date and the employee may change the amount annually, effective January 1st of each year, by indicating the change on a form provided by the Employer for this purpose.

Local Union 364, IBEW and the Northern Illinois Chapter, NECA may, by mutual agreement, change the financial institution to which the Vacation Accounts are maintained as of January 1st of any year.

Local Union 364, IBEW and the Northern Illinois Chapter, NECA shall jointly assist employees in the establishment of their individual Vacation Accounts under terms and conditions which are agreed upon between Local Union 364, IBEW and the Northern Illinois Chapter, NECA.

The Employer shall be responsible for collecting and forwarding the amounts due for employees' Vacation Account deductions to the NECA-IBEW Local 364 Fringe Benefit Funds.

Each individual Vacation Account, and the liabilities that arise thereunder, are the sole responsibility and property of the individual employee and shall not be subject to any limitations by the parties to this Agreement. Neither the Employer, the Northern Illinois Chapter, NECA nor Local Union 364, IBEW shall have the authority to administer, access, or control such individual Vacation Accounts.

Section 5.05 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: two percent (2%) of the gross labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust. When the Fund balance falls below \$500,000 the contribution will be at the rate of two percent of the gross labor payroll until the fund balance exceeds \$1,000,000. At that point the JATC will meet and make a recommendation on lowering the contribution rate.

Section 5.06 NECA-IBEW Local 364 Fringe Benefit Funds. In order to simplify the method by which contributing Employers make the contributions to the various Trusts and Funds in this Agreement, all contributing Employers shall include on a form prescribed and furnished by the Trustees, such information as thereon requested. Contributing Employers shall remit with that form a check in the total amount of the various contributions listed below. The Trustee shall immediately, upon receipt, credit each of the below listed accounts in accordance with the terms of this Agreement.

Supplemental Pension Fund

A. Pension Fund Contributions for Employees Currently Ineligible for SUB Fund Contributions

The Employer will contribute \$9.85 per straight-time hour worked, plus any additional amounts allocated pursuant to Article III Section 3.03, to the NECA-IBEW Local 364 Supplemental Pension Fund on behalf of all Residential Wiremen and Foremen who, in accordance with the rules and procedures of the SUB Fund, are not currently eligible to have contributions made on their behalf to the SUB Fund. Residential Trainees who are ineligible for SUB Fund contributions will receive the percentage of the Residential Wireman's rate appropriate to their status as set forth in Article V, Section 5.03.

In addition, contributions for overtime hours will be paid at the appropriate overtime rate of either one and one-half or two times the contribution rate. (See Article V, Section 5.03).

B. Pension Fund Contributions for Employees Currently Eligible for SUB Fund Contributions

The Employer will contribute to the NECA-IBEW Local 364 Supplemental Pension Fund on behalf of all Residential Wiremen and Foremen who, in accordance with the rules and procedures of the Supplemental Pension Fund, are currently eligible to have contributions made on their behalf to the Supplemental Pension Fund, an hourly amount determined by the following calculation: seventy-five (75%) percent of the total of \$9.85 plus any additional amount allocated to the Pension Fund contribution pursuant to Article III, Section 3.03. Apprentices who are eligible for SUB Fund contributions will receive seventy-five (75%) of the percentage of the Residential Wireman's rate appropriate to their status as set forth in Article V, Section 5.03.

In addition, contributions for overtime hours will be paid at the appropriate overtime rate of either one and one-half or two times the contribution rate. (See Article V, Section 5.03).

Supplemental Unemployment Benefit (SUB) Fund

The Employer will contribute to the SUB Fund on behalf of all Residential Wiremen and Foremen who, in accordance with the rules and procedures of the SUB Fund, are currently eligible to have contributions made on their behalf to the SUB Fund, an hourly amount determined by the following calculation: twenty-five (25%) percent of the total of \$9.85 plus any additional amount allocated to the Pension Fund contribution pursuant to Article III, Section 3.03. Apprentices who are eligible for SUB Fund contributions will receive twenty-five (25%) of the percentage of the Residential Wireman's rate appropriate to their status as set forth in Article V, Section 5.03.

In addition, contributions for overtime hours will be paid at the appropriate overtime rate of either one and one-half or two times the contribution rate. (See Article V, Section 5.03).

Vacation Fund - Deduct from gross wages the amount of 0%, 5%, 10% or 15% (See Article V, Section 5.04);

Health & Welfare Fund – Sixteen dollars twenty-nine cents (\$16.29) per hour worked contribution, plus any additional amount allocated to the Health & Welfare Fund pursuant to Article III, Section 3.03.

In addition, contributions for overtime hours will be paid at the appropriate overtime rate of either one and one-half or two times the contribution rate. (See Article V, Section 5.02).

Northern Illinois Electrical Joint Apprenticeship & Training Trust Fund - Two percent (2%) of gross payroll contribution. (See Article V, Section 5.05).

Labor-Management Cooperation Committee - Eight cents (\$.08) per hour worked contribution by both the Employer and the Union. (See Article VIII, Section 8.03).

National Labor-Management Cooperation Committee - One cent (\$.01) per hour worked contribution by the Employer. (See Article X, Section 10.03).

Joint Safety Committee - Three cents (\$.03) per hour worked contribution by both the Employer and the Union. (See Article XI, Section 11.01).

National Electrical Benefit Fund - Three percent (3%) of gross labor payroll contribution. (See Article V, Section 5.07).

Substance Abuse Testing Program - Three cents (\$.03) per hour worked contribution. (See Article V, Section 5.09)

Local Union Working Assessment - Deduct the Local Union working assessment. (See Article V, Section 5.01).

Administrative Maintenance Fund (AMF)- Three-quarters of one percent (3/4 of 1%) of gross payroll contribution. (See Article IX, Section 9.01).

NECA Service Charge - One-half of one percent (1/2 of 1%) of gross payroll contribution for NECA members only. (See Article VII, Section 7.01).

Payments shall be due on the same date as payment to the NEBF under the terms of the National Employees Benefit Agreement.

Section 5.07 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent. The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

Section 5.08 All Employers performing work within this jurisdiction shall post a Surety Bond to the Fringe Benefit Receipt and Deposit Custodian, in a program established through the Labor Management Cooperation Committee.

Section 5.09 The Employer shall pay into the Substance Abuse Testing Fund the sum of three cents (\$0.03) per hour worked for the Employer by all employees covered by this Agreement.

Section 5.10 The Trustees of the NECA-IBEW Local 364 Defined Contribution Pension Fund, NECA-IBEW Local 364 Welfare Fund, NECA-IBEW Local 364 Supplemental Unemployment Benefit Fund and Northern Illinois Electrical Joint Apprenticeship and Training Trust Fund have established an Audit Committee to administer a program to audit Employers for the purpose of determining whether fringe benefit contributions and payroll deductions have been made in a proper manner. Employers shall comply with the rules and policies adopted by the Audit Committee.

The Trustees of the aforementioned Funds, acting through the Audit Committee, shall have the authority, through their designated representative, to audit the books and records of a participating Employer. In the event that the audit discloses that the Employer has underpaid fringe benefit contributions, payroll deductions or wages, the Employer shall be liable for the costs of the audit, liquidated damages and attorney's fees, in accordance with the policies established by the Audit Committee. The Audit Committee shall have discretionary authority to determine all questions and controversies relating to Employer audits, including the discretionary authority to interpret and construct the rules, policies and

procedures that it has adopted. If a determination of the Audit Committee is subject to review by a court or other authorized person or body, the decision by the Trustees must be sustained unless it is determined that the Audit Committee acted in an arbitrary and capricious manner.

Section 5.11 Payment of the fringe benefit contributions and payroll deductions specified in this Article IV are to be made at the end of each month and such payments, along with a completed reporting form, must be received no later than the fifteenth (15th) day of the following month. Payments not received by the fifteenth day of the month shall be considered delinquent. An Employer who becomes delinquent in making payments for a month shall be required to pay (1) a late payment assessment of \$250.00; and (2) liquidated damages equal to 10% of the total amount due for each month, or part thereof, that the payment remains delinquent up to a maximum of 20%.

ARTICLE VI **Standard Residential Apprenticeship Language**

Section 6.01 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 Residential 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 Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, 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 6.02 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.

JATC and 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 maintained by the JATC and its subcommittee, where a subcommittee is properly established.

Section 6.03 Any issue concerning an apprentice, or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its 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 Residential Labor Management Committee for resolution.

Section 6.04 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 6.05 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 6.06 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Residential 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.

Section 6.07 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, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 6.08 Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ration of two apprentices to one Residential Wireman 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 job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 6.09 Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 6.10 The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

Section 6.11 The apprentice is to be under the supervision of a Residential Wireman, 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. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not

prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 6.12 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 6.13 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 Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 6.14 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: 2% (two percent) of the gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VII **Industry Fund**

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

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

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

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

ARTICLE VIII **Labor Management Cooperation Committee**

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

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

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

Section 8.03 Each Employer shall contribute eight cents (\$.08) per hour for each hour worked. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

Administrative Maintenance Fund (AMF)

Section 9.01 Administrative Maintenance Fund (AMF) – Each employer signatory to this agreement or to a Letter of Assent binding it to this agreement shall contribute three-quarters of one percent (0.75%) of its respective gross monthly labor payroll to the Administrative Maintenance Fund. The monies are for the purposes of administration of the collective bargaining agreement, handling grievances, all other management duties and responsibilities in this agreement, and other items the Chapter deems appropriate to carry out the purposes of enhancing management’s role in labor management cooperation.

The Administrative Maintenance Fund contribution shall be due on the same date as payment to the NEBF under the terms of the National Employees Benefit Agreement and submitted with all other fringe benefits covered in this agreement. The Administrative Maintenance Fund shall be administered solely by the Chapter. These funds may not be used in any manner detrimental to the Local Union or the IBEW. Enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Chapter, and not the Local Union.

ARTICLE X

National Labor-Management Cooperation Committee

Section 10.01 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving 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 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 10.02 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 10.03 Each Employer shall contribute one cent (\$0.01) 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 Northern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become 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 with attorney's fees.

ARTICLE XI **Safety**

Section 11.01. There shall be a Joint Safety Committee consisting of three members representing the Chapter and three members representing the Union. The duties of this Committee shall be to develop and recommend 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 Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

Section 11.02. It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

Section 11.03. 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 Chapter and one 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.

Section 11.04. Neither the Union, nor any member of the Committee, nor any employee representative performing safety- or health-related functions under this Agreement shall be liable to any Employer, to any employee, or to any other person for any act or failure to act in the capacity of an employee representative or committee member.

Section 11.05. Two Residential Wiremen shall work together on all energized circuits of 440 volts AC or 250 Volts DC or respective higher voltages.

Section 11.06. No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.

Section 11.07. The Employer shall furnish all safety equipment, including hard hats and steel-toed shoes when such are required and shall also furnish proper individual protective gear to workers engaged in burning and welding operations.

Section 11.08 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE XII
Code of Excellence

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

ARTICLE XIII
Separability Clause

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

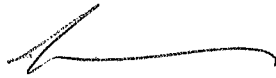
ARTICLE XIV
Gender Clause

Whenever the male gender is used in this Agreement, the female gender is also intended.

SUBJECT TO THE APPROVAL OF THE INTERNATIONAL PRESIDENT, IBEW

SIGNED FOR THE EMPLOYER:

NORTHERN ILLINOIS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



JOHN ROBINSON
EXECUTIVE DIRECTOR

12/1/24
Date

SIGNED FOR THE UNION:

LOCAL UNION 364
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



ALAN R. GOLDEN
BUSINESS MANAGER

12/1/2024
Date