

VOICE-DATA-VIDEO AGREEMENT

Agreement by and between the Northern Illinois Chapter, NECA and Local Union No. 364, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Association" shall mean the Northern Illinois Chapter of the National Electrical Contractors Association and the term "Union" shall mean Local Union 364, I.B.E.W. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

SCOPE OF WORK

This Agreement covers all employees of the Employer regularly engaged in the installation, testing, service and maintenance of the following systems: sound and intercom, protection alarm (security), fire alarm, master antenna television, closed circuit television, low voltage control for computers and/or door monitoring, school communications systems, telephones and servicing of nurse and emergency calls. This agreement also covers the installation, testing, service and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems.

All work associated with these system installations will be included except the installation of protective metallic conduit in new construction projects, excluding less than 10' runs strictly for protection of cable and 120 volt (or higher) power wiring and associated hardware. This agreement does not cover any work which properly comes under the work jurisdiction of a Journeyman Wireman.

BASIC PRINCIPLE

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

ARTICLE I

Effective Date - Termination - Amendments - Disputes

Section 1.01 This Agreement shall take effect June 2, 2025, and shall remain in effect through June 2, 2030, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the closest Monday to June 1st, through the closest Sunday to May 31st of each year, unless changed or terminated in the way later provided herein.

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

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

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

(d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical

Contracting Industry (CIR), either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of the Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

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

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

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

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

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

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized 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.

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 arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10 Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within twenty-two (22) working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

Employer Rights - Union Rights

Section 2.01 Members of the Union, except those meeting the requirements of "Employer," as defined herein, shall not contract for any electrical work or voice-data-video work.

Section 2.02 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Voice-Data-Video 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 2.03 The Employer recognizes the Union as the exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.04 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 2.05 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for work covered by this Agreement is a person, firm or corporation having these qualifications and maintaining a permanent place of business with a suitable financial status to meet payroll requirements and employing not less than one (1) Technician continuously.

Not more than one (1) designated member of a firm (Employer) shall be permitted to work with the tools, and then only during regular working hours and when accompanied by a Technician employed under the terms of this Agreement. A Contractor will be permitted to work alone on bonafide emergency jobs for a period not to exceed two (2) hours and then only to affect temporary repairs.

Section 2.06 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 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 2.07 For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State, and shall furnish satisfactory proof of such to the Union, and each Employer, regardless of the number of workers in his employ, must subscribe and make contributions to the Illinois Unemployment Compensation Commission.

Section 2.08 The Union reserves the right to discipline its members for violation of the laws, rules and agreements.

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 I.B.E.W., 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 I.B.E.W. or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

Section 2.10 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.

(A) The Employer agrees that if a majority of its employees authorizes the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the exclusive collective bargaining agent for all employees performing work covered by this agreement within the jurisdiction of the Local Union on all present and future jobsites.

(B) The Employer understands that the Local Unions jurisdiction – both trade and territorial – is not subject for negotiations but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determination.

(C) It shall not be a violation of this Agreement, and it shall not be cause for discharge or any other disciplinary action by the Employer against any employee, for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, or the Central Labor Council or the Local Union. Any employee exercising such right shall carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner. Each employee will be responsible for any loss to the Employer for neglect in carrying out this provision but only when a safe place is provided by the Employer.

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 shall be identified with lettering at least 3" (three inches) high.

Section 2.13 The employee shall have the right, within two working days, to reject the employer and return to their original position on the out of work list without penalty, unless discharged for cause.

Section 2.14 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 Technician 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 2.15 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 2.16 The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 2.17 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later. New Employees shall be reported to the Local Union office on the hire date.

Section 2.18 On jobs requiring more than five (5) bargaining unit employees, maintain employees quarters for changing and eating purposes; quarters must be heated during the winter months.

ARTICLE III **Hours-Wages-Working Conditions**

Section 3.01 (a) Eight hours work between the hours of 8:00 a.m. and 4:30 p.m., with one-half hour break for a lunch period, shall constitute a workday. This workday may be varied by no more than two (2) hours by mutual agreement between the Union and the Employer. Such work shall be paid for at the straight-time rate of pay. Forty (40) hours within five days, Monday through Friday inclusive, shall constitute a work week. Where possible, any employee not being able to report for work at the starting time shall notify the Employer.

(b) A work week consisting of four (4) ten (10) hour days between the hours of 6:00 a.m. and 6:30 p.m., Monday through Friday, with one-half hour allowed for a lunch period, may be instituted by mutual

agreement between the Union and the Employer. After ten (10) hours in a workday, or forty (40) hours in a work week, overtime shall be paid at a rate of one and one-half times (1-1/2 x) the straight-time rate of pay.

(c) Employees are permitted one rest period, not to exceed fifteen (15) minutes, during a normal workday as defined in Article III, Section 3.01 (a). An additional rest period will be permitted when working more than eight (8) scheduled hours in a day, with one rest period for every two (2) hours worked past the end of the regular shift.

Section 3.02 (a) All work performed outside of regularly scheduled working hours shall be paid for at time and one-half the regular straight-time rate of pay. On non-scheduled overtime continuing more than two hours after the workday, including shift work, the contractor shall furnish each workman coffee and a sandwich. On scheduled overtime work "previous day notice" the contractor is not required to provide coffee and a sandwich.

(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 eight (8) hours for at least five (5) days' duration may be worked. When two (2) or (3) three shifts are worked:

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

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% 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 customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration, unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift, shall be paid at one and one-half (1-1/2) times the "shift" hourly rate.

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

Section 3.03 No work shall be performed on Labor Day, except in case of emergency.

Section 3.04 Wages:

Technician:

Effective June 2, 2025, \$50.00 per hour;

Total VDV Wage Package Increase of (\$5.40) = 90% of Inside Wireman Total Wage Package Increase of \$6.00 Effective June 1, 2026.

Total VDV Wage Package Increase of (\$5.40) = 90% of Inside Wireman Total Wage Package Increase of \$6.00 Effective May 31, 2027.

Total VDV Wage Package Increase of (\$5.40) = 90% of Inside Wireman Total Wage Package Increase of \$6.00 Effective May 29, 2028.

90% of Inside Wireman Total Wage Package Increase Effective May 30, 2029.

Foreman 10% above Technician rate of pay
General Foreman 16% above Technician rate of pay
Area General Foreman 25% above Technician rate of pay

Apprentice Technician:

	Percent of Technician's Rate OJT hours	Minimum Accumulative	Related Training Completed
1 st period	40% of Tech's rate of pay	0- 800	Satisfactory Progress
2 nd period	45% of Tech's rate of pay	801-1600	1 st Year School
3 rd period	50% of Tech's rate of pay	1601-2500	Satisfactory Progress
4 th period	55% of Tech's rate of pay	2501-3400	2 nd Year School
5 th period	60% of Tech's rate of pay	3401-4300	Satisfactory Progress
6 th period	65% of Tech's rate of pay	4301-5200	3 rd Year School
7 th period	75% of Tech's rate of pay	5201-6100	Satisfactory Progress
8 th period	85% of Tech's rate of pay	6101-7000	4 th Year School

To be advanced, the Apprentice must have satisfactorily completed both requirements: on-the-job hours and related training as indicated above. (For example, to advance to the third period, one must have satisfactorily completed the first year of related training and must also have accumulated 1600 hours of OJT with satisfactory performance.) All hours will be recorded and pay adjustment notification made by the JATC Director, provided training requirements have also been completed.

Section 3.05 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 workday on Friday to the beginning of the workday on Monday (unless Monday is a holiday).

Section 3.06 Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than four (4) hours' work and be permitted to gather his tools and personal belongings. When an employee is terminated a signed severance notice shall be completed. One copy shall accompany the employee's final paycheck, one copy is to be retained by the Employer, and within five days, one copy shall be remitted to the Local Union office.

Any workman laid off or discharged by the Employer shall be paid all of his wages immediately. In the event that he is not paid off, 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 workday on Friday to the beginning of the workday on Monday (unless Monday is a holiday).

Section 3.07 Workmen shall furnish and keep in good condition the following small tools:

- Set of flat tip screwdrivers
- Set of Phillips head screwdrivers
- 1 Pair Lineman's pliers
- 1 Pair of needle nose pliers
- 1 Pair of diagonal cutters
- 1 Hacksaw frame
- 1 Pair of channel locks
- 1 Drywall saw
- 1 Tape measure
- 1 Flashlight case
- 1 Hammer
- 1 Scissors
- 1 Awl
- 1 Torpedo level
- 1 Punch down tool
- 1 Volt-ohm meter
- Tone generator and probe
- Wire strippers
- Utility knife
- 1 6" Adjustable wrench
- Tool box or equivalent

Section 3.08 The Employer shall furnish all power tools and testing equipment. Workmen will be held responsible for the tools and equipment issued to them, providing the Employer furnishes the necessary lockers,

toolboxes or other safe places for storage. The Employer shall provide a safe place for the keeping or storing of workman's clothing and tools on all jobs.

(a) The Employer shall provide cold drinking water and means for hand washing for workmen covered by this agreement.

Section 3.09 Workmen shall install all work in a safe and workman-like manner and in accordance with applicable codes and contract specifications and to comply with all safety standards as set by OSHA Standards. It is the Employers exclusive responsibility to insure the safety of its employees and their compliance with safety rules and standards.

Section 3.10 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 \$19.53 per straight-time hour worked, plus any additional amounts allocated pursuant to Article III Section 3.04, to the NECA-IBEW Local 364 Supplemental Pension Fund on behalf of all Technicians, Foremen and General 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. Apprentices who are ineligible for SUB Fund contributions will receive the percentage of the Technicians rate appropriate to their status as set forth in Article VI, Section 6.03.

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 VI, Section 6.03).

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 Technicians, Foremen and General 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 \$19.53 plus any additional amount allocated to the Pension Fund contribution pursuant to Article III Section 3.04. Apprentices who are eligible for SUB Fund contributions will receive seventy-five (75%) of the percentage of the Technicians rate appropriate to their status as set forth in Article VI, Section 6.03.

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 VI, Section 6.03).

Supplemental Unemployment Benefit Fund

The Employer will contribute to the SUB Fund on behalf of all Technicians, Foremen and General 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 \$19.53 plus any additional amount allocated to the Pension Fund contribution

pursuant to Article III, Section 3.04. Apprentices who are eligible for SUB Fund contributions will receive twenty-five (25%) of the percentage of the Technicians rate appropriate to their status as set forth in Article VI, Section 6.03.

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 VI, Section 6.03).

Vacation Account - Deduct from gross wages the amount of 0%, 5% or 10%. (See Article VI, Section 6.04);

Health & Welfare Fund – Eighteen dollars and seventy-nine cents (\$18.79) per hour worked contribution, plus any additional amount allocated to the Health & Welfare Fund pursuant to Article VI, Section 6.02.

Contributions for overtime hours will be paid at the appropriate overtime rate of either one and one-half or two times the contribution rate.

Northern Illinois Electrical Joint Apprenticeship & Training Trust Fund - Two percent (2%) of gross payroll contribution. (See Article V, Section 5.14)

Labor-Management Cooperation Committee - Fifteen cents (\$.15) 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 IX, Section 9.03).

Joint Safety Committee - Three cents (\$0.03) per hour worked contribution by both the Employer and the Union. (See Article VII, Section 7.03)

National Electrical Benefit Fund - Three percent (3%) of gross labor payroll contribution. (See Article VI, Section 6.01);

Substance Abuse Testing Program - Three cents (\$0.03) per hour worked contribution. (See Article VII, Section 7.04);

Local Union Working Assessment - Deduct the Local Union working assessment. (See Article II, Section 2.04);

Administrative Maintenance Fund (AMF) – Three-quarters of one percent (3/4 of 1%) of gross payroll contribution. (See Article VII, Section 7.02);

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 3.11 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 3.12 Payment of the fringe benefit contributions and payroll deductions specified in this Article III 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%.

Section 3.13 On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses, including travel time. Any workmen driving their own vehicle, if mutually agreeable, shall be reimbursed by the Employer at the current IRS allowable mileage rate for such use. Travel time/mileage is measured from the jurisdiction border to the job site and from the job site back to the jurisdiction border.

Section 3.14 No traveling time shall be paid before or after working hours to workmen traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

No workman shall use any automobile, or other vehicle in a manner considered unfair to other workmen or against the interest of the Local Union. Any workmen driving their own vehicle, if mutually agreeable, from shop to job, job to job or job to shop shall be reimbursed by the Employer at the current IRS allowable mileage rate for such use, and the Employer shall pay traveling time at the regular rate of pay. Workmen are not to haul any materials or contractor tools in their vehicles. No workman shall be required to furnish his automobile unless he consents thereto.

Section 3.15 On any job requiring four (4) or more workmen, one shall be designated Foreman by the Employer. One Foreman shall not supervise more than seven (7) workmen including himself.

The employment of more than two (2) Foremen requires a General Foreman. A General Foreman shall supervise a crew of up to seven (7) workmen including himself in addition to the Foremen. After three (3) full crews with Foremen, the General Foreman shall no longer supervise a crew, he/she shall supervise only Foremen. A General Foreman shall not supervise more than four (4) Foreman.

When two (2) or more General Foremen are appointed, the employer shall appoint one (1) Area General Foremen. Area General Foremen shall only supervise General Foremen. No Area General Foreman shall supervise more than four (4) General Foreman.

General Foremen shall not work with the tools.

On jobs requiring a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman. On a job not requiring a Foreman, workmen may take direction from the contractor, his qualified representative, or by means of written instruction.

Section 3.16 The policy of the members of the Local Union is to promote the use of material and equipment sold by the Employer and manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 3.17 When workers report to the shop or job and are not put to work due to conditions beyond the control of the workers, they shall receive four (4) hours' pay, unless notified to not report to work by the Employer two (2) hours before starting time.

- (a) When an employee is called in to work outside of normal working hours, he shall be compensated no less than two (2) hours at the applicable rate.

Section 3.18 Any shop employing five (5) or more Technicians, at least every fifth Technician, if available, shall be fifty (50) years of age or older.

Section 3.19 A Technician 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 3.20 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 3.21 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 3.22 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 3.23 The Joint Apprenticeship and Training Committee shall provide supplemental training. Attendance to at least six (6) hours of this supplemental training sponsored by the JATC is strongly encouraged for all VDV Technicians to be qualified for the above mentioned rates.

Section 3.24 The Employers shall contribute \$.03 per hour worked under the terms of this agreement to the JATC VDV Certification Fund to reimburse Technicians for all industry certifications, continuing education and related coursework (i.e. CISCO, BICSI, PERC, etc.).

Section 3.25 The Employer may be reimbursed for training, certifications and similar items that are needed for the job but remain with the employee. Proprietary items that remain with the contractor are not to be included for reimbursement. Requests for reimbursement shall be submitted to the VDV Training Subcommittee for the approval of such training. Such reimbursements will be made by either JATC, LMCC or other jointly funded committees.

ARTICLE IV **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, by-laws, 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 procedures.

Section 4.05 The Local 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.

TECHNICIAN

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 Voice-Data-Video Journeyman Technician examination given by a duly constituted Local Union of the IBEW or has been certified as a Voice-Data-Video 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 Voice-Data-Video Journeyman Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Voice-Data-Video Journeyman Technician by any area Joint Apprenticeship and Training Committee.

GROUP III An applicant who has a minimum of two (2) years experience in the voice-data-video 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 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 Experience in the trade is defined as performing work covered by the Scope of this Agreement.

Section 4.09 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

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 JoDaviess County; Cherry Grove, Shannon, Rock Creek, Lima, Wysox and Elkhorn Grove Townships in Carroll County; Coloma, Genesee, Jordan, Hopkins, Sterling, Hume, Montmorency, Tampico and Hahnman 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 4.10 "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 4.11 "Examination" - An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Voice-Data-Video 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 years experience in the trade.

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 Employers shall advise the Business Manager of the Local Union in writing of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I, in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV.

Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 4.16 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 applicant on the register possessing such skills and abilities.

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

Section 4.17 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 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 Section 4.04 through 4.16 of this Agreement. The Appeals Committee shall have the power to make final and binding decisions 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 of the Association, 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 office 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 **Apprenticeship and Training**

Section 5.01 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 Voice-Data-Video 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 Voice-Data-Video 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 5.02 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 5.03 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 5.04 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 5.05 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 5.06 The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all VDV 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 5.07 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 a Technician, or provided any other classification under this agreement, until two years after they would have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 5.08 Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one VDV 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 two-to-one ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09 Each apprentice shall be required to satisfactorily complete the four-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 four years of related training.

Section 5.10 The apprentice is required to satisfactorily complete the minimum number of on-the-job hours specified and properly registered in the Voice-Data-Video Installer/Technician Apprenticeship and Training Standards.

Section 5.11 The apprentice is to be under the supervision of 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. Technicians are not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Technician or Supervisor is required to leave or is absent from the job.

Apprentices who have satisfactorily completed the first three years of related classroom training using the NJATC curriculum and accumulated a minimum of 5,200 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Technician.

Section 5.12 The employer shall contribute to the local Health and Welfare Plans and 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 5.13 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 to work in the jurisdiction covered by this agreement.

Section 5.14 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 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 (2%) 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.

ARTICLE VI **FRINGE BENEFITS**

Section 6.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the

gross monthly labor payroll paid to, or accrued by the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Section 6.02 The Employer shall pay into the NECA-IBEW Local 364 Welfare Trust the sum of eighteen dollars seventy-nine (\$18.79) 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. Should an increase in the contribution rate be needed, as determined by the Trustees, such increase will be deducted from the wage package in this contract.

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

Section 6.03

Effective June 7, 2021, each Employer shall contribute to the NECA/IBEW Local 364 Defined Contribution Pension Fund, the sum of nineteen dollars and fifty-three cents (\$19.53) per hour for each Technician. For apprentices from the third through the eighth periods (upon the completion of 2,000 of OJT), the Employer shall contribute as follows:

3 rd period	50% of Technician's contribution rate	2000-2500 hours
4 th period	55% of Technician's contribution rate	2501-3400 hours
5 th period	60% of Technician's contribution rate	3401-4300 hours
6 th period	65% of Technician's contribution rate	4301-5200 hours
7 th period	75% of Technician's contribution rate	5201-6100 hours
8 th period	85% of Technician's contribution rate	6101-7000 hours

Employers shall not contribute on first year apprentices (the first 2,000 hours) and unindentureds.

The NECA/IBEW Local 364 Defined Contribution Pension Trust 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.

Pension contributions for overtime hours will be based on one and one-half or two times the straight time contribution rate for overtime hours.

Section 6.04 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%) or ten percent (10%), 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 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 employee's Vacation Account deductions to the 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.

ARTICLE VII

NEIF – AMF – Safety – Substance Testing

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 payrolls 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.

Section 7.02 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 Employee’s 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.

Section 7.03 All employers shall contribute an amount equal to the current Inside contribution rate per hour for each hour worked for the purpose of maintaining the Joint Safety Committee. This sum shall be forwarded, along with the appropriate reporting form, to reach the Fringe Benefit Receipt and Deposit Custodian not later than fifteen (15) calendar days following the end of each calendar month.

The Local Union shall contribute an amount equal to the current Inside contribution rate per hour for each hour worked for the purpose of maintaining the Joint Safety Committee. This sum shall be forwarded to reach the Joint Safety Committee after the accounting of the amount due is completed each month.

Section 7.04 All employers shall contribute an amount equal to the current Inside contribution rate per hour for each hour worked for the purpose of maintaining the Substance Abuse Testing Fund. This sum shall be forwarded, along with the appropriate reporting form, to reach the Fringe Benefit Receipt and Deposit Custodian not later than fifteen (15) calendar days following the end of each calendar month.

Section 7.05 Each Employee shall comply with regulations concerning occupational, safety and health standards which are applicable to his own actions and conduct. Employees are to maintain current First Aid and CPR training as provided by the IBEW & NECA Joint Safety Committee or by another accredited organization.

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 and the Union shall contribute an amount equal to the current Inside contribution rate per hour for each hour worked for the purpose of maintaining the NECA-IBEW Local 364 Labor-Management Cooperation Committee. 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

National Labor-Management Cooperation Committee

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving 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 9.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03 Each Employer shall contribute one cent (\$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 9.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), 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 X **Code of Excellence**

Section 10.01 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.

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, the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

Gender Clause

Words used in this Agreement in masculine gender shall include the feminine gender.

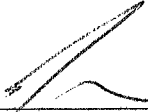
**THIS VOICE-DATA-VIDEO AGREEMENT SUBJECT TO THE APPROVAL OF
THE INTERNATIONAL PRESIDENT, IBEW**

SIGNED FOR THE EMPLOYER:

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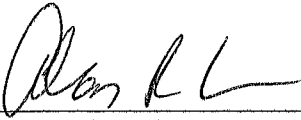
NORTHERN ILLINOIS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



**JOHN ROBINSON
EXECUTIVE DIRECTOR**

SIGNED FOR THE UNION:

LOCAL UNION 364
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



**ALAN R. GOLDEN
BUSINESS MANAGER AND FINANCIAL SECRETARY**