

**INTERNATIONAL  
BROTHERHOOD  
OF  
ELECTRICAL WORKERS  
LOCAL 150  
INSIDE  
AGREEMENT**

**JUNE 1, 2009  
THRU  
MAY 31, 2010**

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## **INSIDE CONSTRUCTION AGREEMENT**

Agreement by and between the Lake County Division Northeastern Illinois Chapter, National Electrical Contractors Association, Inc. and Local Union No. 150, 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 "Division" shall mean the Lake County Division, Northeastern Illinois Chapter, National Electrical Contractors Association, Inc. and the term "Union" shall mean Local Union 150, International Brotherhood of Electrical Workers.

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

### **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in 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 - Changes - Grievances - Disputes**

**Section 1.01.** This agreement shall take effect June 1, 2009, and shall remain in effect until May 31, 2010, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from the Monday closest to June 1 through the Sunday closest to 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 20<sup>th</sup> of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

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

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

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

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

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

**Section 1.08.** Should the Labor-Management Committee fail to agree or to adjust any

matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

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

**Section 1.10.** Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within ten (10) working days of its occurrence shall be deemed no longer to exist.

## **ARTICLE II Employer Rights - Union Rights**

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

**Section 2.02.** Each employer in response to the Union's claim that it represents an uncoerced majority of each employer and employees acknowledges and agrees that there is no good faith doubt that the Union has been authorized to, and in fact does, represent such majority of employees. Therefore, the Union is hereby recognized as the sole and exclusive bargaining representative for the employees now or hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment.

**Section 2.03.** (a) 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.

### **(b) FOREMAN CALL-OUT PROCEDURES**

The following procedures should be used when calling a foreman by name off the Referral System list.

1. In calling a foreman by name, contractors will be required to complete a "Contractor Foreman Request Form." The information contained on this form is important to the

implementation of the Foreman Call-Out Provision and will give the Referral System a permanent record of the Foreman request.

2. Upon receiving this request form and assuming that the individual meets the qualification of being unemployed and listed as available and ready for work on Book I of the Referral System for ten days, the employee will be immediately referred to the employer to work as a foreman. Said employee shall work and be paid as a foreman for a minimum of 1000 hours or be terminated.
3. During the 1000 hour period of employment the foreman who is called by name off the Referral System list shall be required to complete a "Weekly Foreman Report" which will include additional information of job location, job address, and names of the employees who are being supervised on the job listed. Once the 1000 hour minimum has been satisfied the "Weekly Foreman Report" will no longer be required. It is the strict intention of the Foreman Call-Out Procedure that foreman called off the Referral System list by name will supervise one or more journeymen electricians within thirty (30) calendar days of being called out as a Foreman.
4. A grievance of this section shall be handled in accordance with the procedures outlined in this Agreement under disputes.
5. Should the Labor-Management Committee find against the Employer/Employee, the penalties stated below shall apply.
  - (a) The Employer shall not be allowed to call a foreman by name off the Referral System for a period of six (6) months.
  - (b) The Employee shall immediately be placed at the bottom of the Referral Book for which the Employee qualifies and shall not be allowed to work for the subject Employer for a period of two years.

**Section 2.04** For all employees covered by this Agreement, The Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation Commission regardless of the number of employees.

**Section 2.05.** The Labor Management Cooperation Committee, as referenced in Article VII of this Agreement, has established a Master Wage and Benefit Bond Program. The requirements of Section 2.05, Paragraph (a) of this Agreement are therefore superseded by the LMCC Master Wage and Benefit Bond Program for those signatory contractors who are covered through that program. For those contractors who are not covered by the LMCC Master Wage and Benefit Bond Program, the existing provisions of Section 2.05, Paragraph (a) will apply.

(a) A payroll and fringe benefit bond to meet Labor Agreement requirements: one thru seven men, \$40,000.00; eight through fifteen men, \$80,000.00. When an

employer's work force exceeds fifteen men, the Labor-Management Committee shall review his position within 30 days to determine if additional bonding is required.

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

**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.** (a) The Employer recognizes the Union as the sole and 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.

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

**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.** One designated member of an electrical firm may work with the tools provided he conforms to the provisions of this Agreement in the same manner as any other workperson, and employs one or more workpersons covered by this Agreement. This number shall not include apprentices. Such working Employer shall perform no electrical work after the regular working hours unless all employees have been given the opportunity to perform said work.

**Section 2.10.** Journeyman Wireman shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications. When necessary to use temporary light and/or power on any foundation or building work, such temporary work shall be installed in a safe manner under the terms of this Agreement.

**Section 2.11.** A Journeyman Wireman shall be required to make corrections on improper workmanship, for which he is responsible, on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative.

**Section 2.12.** The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

**Section 2.13.** The Business Manager of the Union shall have the right to appoint a steward at all shops and on all jobs.

He shall notify the Employer in writing as to who the Steward is in a shop or 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 during the working hours such of his Union duties as cannot be performed at other times. These duties shall be performed as expeditiously as possible. The Steward shall not leave the job site to which he is assigned without permission of the Employer, or the employer's representative on the job.

The Job Steward shall be the last man laid off, with the exception of the foreman, providing the employer has been notified of the appointment in writing. The Business Manager can remove a Steward at any time.

A 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 24 hours and adjust the difficulty to the mutual satisfaction of both parties. If they are unable to reach an agreement, the problem will be referred to the Joint Labor-Management Committee.

**Section 2.14.** The job (or shop) steward and foreman or employer shall consult regarding the selection of men for overtime work. The steward and foreman (if any), shall be responsible for a practical and equitable distribution of overtime. An overtime record shall be posted on all jobs by the steward, or, on small jobs, kept available for inspection by the workmen on request.

**Section 2.15.** 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 2.16.** There shall be no limit on production of workmen or restriction on the safe use of proper tools, or equipment, and there shall not be any task or piece work.

**Section 2.17.** Journeyman shall provide themselves with the following tools:

Knife	Pliers, Longnose	Screwdrivers Regular not over 12"
Pencil	Pliers, Adjustable (2)	Screwdrivers Phillips not over 12"
Hammer	Code Book	6' Rule or Tape Measure
Wire Strippers	Plumbob	Voltage Tester
Hacksaw Frame	Center Punch	Nut Drivers ¼" thru ½"
Pliers, Cutting	Square	Scratch Awl
Pliers, Diagonal	Level, Small	Drill Bits – ¼" largest
Flashlight w/Testleads/Continuity Tester		

**Section 2.18.** The employer shall furnish replacement bits and all other necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe place of storage. Tools must be taken out and put away during working hours.

**Section 2.19.** All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

**Section 2.20.** On all jobs requiring five (5) or more Journeyman, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

**Section 2.21.** The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union and 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 2.22.** The employer agrees to identify all vehicles used primarily to transport materials, tools, workmen, or equipment for work covered by this Agreement.

The Company name and location must be affixed on both sides of each vehicle in a permanent manner, with three inch legible letters in colors that contrast with the main body of the equipment used.

## **ARTICLE III**

### **Hours - Wages - Working Conditions**

**Section 3.01.** Eight consecutive hours of work between the hours of 6:00am and 6:00pm, with a one-half hour lunch period between the hours of 11:00Am and 12:30PM. , shall constitute the workday. Five such days, Monday thru Friday shall constitute the workweek.

**Section 3.02.** All work performed outside of the regularly scheduled working hours shall be paid at the rate of TIME AND ONE-HALF the REGULAR STRAIGHT TIME RATE OF PAY. All work performed on Saturday after 4:30 PM or eight hours of work, shall be paid at DOUBLE the REGULAR STRAIGHT TIME RATE OF PAY. All work performed on Sundays shall be paid for at DOUBLE THE REGULAR STRAIGHT TIME RATE OF PAY, until completion of the work but not later than the start of the regular workday on Monday.

All work performed on the following Holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such, shall be paid at DOUBLE the REGULAR STRAIGHT TIME RATE OF PAY. Workmen starting at 9:00 PM or earlier on Holidays, will be paid DOUBLE the REGULAR STRAIGHT TIME RATE OF PAY until completion of the work period.

**Section 3.03.** No work shall be performed on Labor Day except in case of emergency to protect life and/or property.

**Section 3.04.** Wages shall be paid in cash or by check weekly, not later than quitting time on the thirty second (32 ) working hour(s) following the close of the payroll period which shall be Sunday, midnight and not more than four (4 ) days wages may be withheld at any time. Electronic payment of payroll checks is also an option for both employer and employees by mutual agreement. Waiting time shall be paid after the normal quitting time for that job, on the designated payday; however, not more than eight (8) hours in any twenty-four hour period shall be charged. Any workman laid off or discharged, shall be paid his wages immediately. On jobs employing five (5) or more workmen, the employer shall make provisions to pay off at the job site. All apprentices shall be paid off in full when transferred by the J.A.T.C.

When an employee quits, the final paycheck must be postmarked no later than the following payday.

The Employer shall furnish a monthly payroll report to Local Union 150, giving workman's name, classification, wage rate, straight time hours worked, overtime hours and gross wages paid to all workmen.

**Section 3.05.** The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN\_ (See Appendix)

FOREMAN - 10% above Journeyman Wireman rate

GENERAL FOREMAN -- 15% above Journeyman Wireman rate.

AREA GENERAL FOREMAN - 20% above Journeyman Wireman rate.

The Joint Apprenticeship and Training Committee shall provide a Supervisory Training Program.

**APPRENTICE WIREMAN – SIX (6) PERIODS**

<b>1ST PERIOD</b>	<b>45% OF JOURNEYMAN WIREMAN RATE</b>
<b>2ND PERIOD</b>	<b>50% OF JOURNEYMAN WIREMAN RATE</b>
<b>3RD PERIOD</b>	<b>55 % OF JOURNEYMAN WIREMAN RATE</b>
<b>4TH PERIOD</b>	<b>65% OF JOURNEYMAN WIREMAN RATE</b>
<b>5TH PERIOD</b>	<b>80% OF JOURNEYMAN WIREMAN RATE</b>
<b>6TH PERIOD</b>	<b>90% OF JOURNEYMAN WIREMAN RATE</b>

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

- |                          |                                 |
|--------------------------|---------------------------------|
| 1. NEBF                  | 3% of Gross Wages               |
| 2. Health & Welfare Fund | (See Appendix) % of Gross Wages |
| 3. Vacation Fund         | (See Appendix) % of Gross Wages |
| 4. JATC                  | (See Appendix) % of Gross wages |
| 5. Industry Fund         | 1% of Gross Wages               |
| 6. Pension Fund          | (See Appendix) % of Gross wages |

7. Supplemental Pension Fund	(See Appendix) % of Gross wages
8. Administrative Maintenance Fund	4/10 of 1% of Gross Wages
9. LMCC	\$.20 per hour worked
10. NLMCC	\$.01 per hour worked
11. Working Dues	See Section 3.08

Payments made by employers for all funds and deductions covered by this Labor Agreement except NEBF and NEIF shall be included in one (1) check to be mailed to the fund depository no later than fifteen (15) calendar days following the end of each calendar month.

**Section 3.06.** (a) No Traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

(b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the Jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board, and all other necessary expenses.

**Section 3.07.** The Employer shall not require, nor shall workmen be permitted the use of a workmen's vehicle to transport employer tools, materials, or workmen in any manner that would render a service to any employer that could not be rendered by an employee having no such vehicle.

**Section 3.08.** 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 3.09.** The Employer agrees to deduct and transmit to the Political Education Fund one (1) cent per hour from the wages of each employee who voluntarily authorizes such contribution on the forms provided for that purpose.

These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

**Section 3.10.** FOREMAN - On all jobs requiring five workmen, one shall be designated foreman by the employer. No Foreman shall be required to have more than ten (10) journeyman and/or apprentices working under his supervision.

No Foreman of one job shall at the same time perform overtime work on another job unless workmen assigned to the overtime job have been given the opportunity to work overtime.

GENERAL FOREMAN - A General Foreman shall be appointed by the Employer when there are more than two (2) Foremen on any job.

No General Foreman shall be required to have more than four (4) Foreman under his supervision. He shall not be allowed to work with the tools. A General Foreman shall give orders to no one but the Foreman.

AREA GENERAL FOREMAN - An Area General Foreman shall be appointed by the Employer when there are two or more General Foreman on any job. He shall not be allowed to work with the tools. An Area General Foreman shall give orders to no one but the General Foreman or Foreman.

**Section 3.11.** When men are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two (2) hours' pay unless notified one (1) hour before the normal starting time for that job. When the employee cannot report to work, he must notify the employer one (1) hour before the normal starting time for that job.

**Section 3.12.** Any workman 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 wages in order to gather his tools and personal belongings and shall be paid off in full immediately.

**Section 3.13.** 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 AM and 4:30 PM. 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 PM and 12:30 AM. 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' work.

The third shift, (graveyard shift) shall be worked between the hours of 12:30 AM and 8:00 AM. 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 (30) 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 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 3.14.** The cutting, threading and bending of all conduit and the prefabricating of materials or equipment shall be performed by workmen employed under the terms of this Agreement, except catalogue nipples and bends. Where pipe cutting, threading or bending machines are used on the job, these shall be operated by a workman covered under this Agreement. The coring of holes and sawing of concrete for electrical work shall be performed by workmen employed under the terms of this Agreement.

**Section 3.15.** When employees are assigned to work under compressed air or where gas masks are required, such workman shall be paid, double their regular wage rate as specified in Article III, Section 3.05 of this Agreement.

**Section 3.16.** When workmen covered by this Agreement are required to work in a tunnel or chamber excavation where depth is greater than 20 feet below normal grade, they shall be paid 10% above their regular wage rate as specified in Article III, Section 3.05.

**Section 3.17.** On jobs having a foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the foreman or the employer.

**Section 3.18.** The Employer shall notify the Union 48 hours in advance of any layoff, whenever possible, and Saturdays, Sundays and Holidays are not included.

**Section 3.19.** Workmen assigned to work as a welder, by the employer for one (1) hour or more per day, shall receive \$5.00 per day clothing allowance.

**Section 3.20.** All men being terminated or discharged shall be given severance slips to be furnished by the Local Union and shall be made in triplicate - one copy for the employer, one copy for the employee and one copy for the Local Union.

## **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 interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

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

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

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

#### **JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN**

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

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

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

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

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

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

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

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

**LAKE COUNTY, ILLINOIS**

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

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

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

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

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

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

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

#### **Repeated Discharge**

**Section 4.14b** 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 Seven (7) 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 4.15.** The only exceptions which shall be allowed in this order of referral are as follows:

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

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

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

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

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

**Section 4.19.** A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

**Section 4.20.** Apprentices shall be hired and transferred in accordance with apprenticeship provisions of the Agreement between the parties.

**Section 4.21.** When making reductions in the number of employees due to lack of work, Employers shall use the following procedures.

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and those in Group I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate GROUP in paragraph (a) above.

## **ARTICLE V**

### **Apprenticeship and Training**

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

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

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

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

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

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

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

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

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

**Section 5.05.** The JATC may select and employ a part-time or full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's

Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

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

**Section 5.07.** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at sometime in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

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

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

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

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

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship. The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First Aid and CPR. Participation shall be voluntary.

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

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

Number of Journeyman	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
Etc.	Etc.

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

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

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

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

**Section 5.14.** Upon satisfactory completion of apprenticeship, the JATC shall issue all graduation apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The

JATC may also require each apprentice to acquire any electrical license required for journeyman to work in the jurisdiction covered by this agreement.

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

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

**Section 5.16.** All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the party's signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 1.42% of the gross monthly labor payroll. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

## **ARTICLE VI**

### **Fringe Benefits**

**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 Employee's Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been 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 Trust shall also constitute a breach of this Labor Agreement.

**Section 6.02.** The individual Employer shall contribute and forward monthly to the Local Union 150 Health and Welfare Trust Fund an amount equal to ( See Appendix ) of the gross productive payroll for all employees defined in this Agreement. Said contribution shall be accompanied by a completed payroll report prescribed by the Trustees. The payment and payroll report must be received by the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

**Section 6.03.** The individual Employer shall contribute and forward monthly to the Local Union 150 Vacation Trust Fund an amount equal to ( See Appendix ) of the gross productive payroll for all employees defined in this Agreement. Said contribution shall be accompanied by a completed payroll report prescribed by the Trustees. The payment and payroll report must be received by the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

**Section 6.04.** The individual Employer shall contribute and forward monthly to the Local Union 150 Pension Trust Fund and amount equal to ( See Appendix ) of the gross productive payroll for all employees defined in this Agreement. Said contribution shall be accompanied by a completed payroll report prescribed by the Trustees. The payment and payroll report must be received by the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

**Section 6.05.** The individual Employer shall contribute and forward monthly to the Local Union 150 Supplemental Pension Trust Fund an amount equal to ( See Appendix ) of the gross productive payroll for all employees defined in this Agreement. Said contribution shall be accompanied by a completed payroll report prescribed by the Trustees. The payment and payroll report must be received by the Trustees or their designated agent not later than fifteen (15) calendar days following the end of each calendar month.

**Section 6.06.** Individual Employers who fail to remit as provided in sections 6.02, 6.03, 6.04 and 6.05 shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union provided the individual employer fails to show satisfactory proof that the required payments have been made.

**Section 6.07.** (a) The failure of an individual Employer to comply with the provisions of sections 6.01, 6.02, 6.03, 6.04 and 6.05 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor-Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations, plus reasonable interest.

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

(c) The Trustees may require that such employer make its contributions under the Fund for each calendar month before the beginning of that month.

(d) Notwithstanding the foregoing provisions of this Section 6, the Trustees, in administering the Pension Trust Fund and the Supplemental Pension Trust Fund, may treat contributions made under Section 6.05 as contributions made under Section 6.04 if they determine that such a treatment is necessary or desirable to meet the legal requirements applicable to such Trust Funds.

## **ARTICLE VII**

### **Local Labor-Management Cooperation Committee**

**Section 7.01.** The parties agree to participate in a Labor-Management Cooperation Fund, under the 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 7.02.** The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust or other Governing documents.

**Section 7.03.** Each Employer shall contribute \$.20 per hour. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter NECA, or its designee, shall be the collection agent for this Fund.

**Section 7.04** 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 VIII**  
**NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE**

**SECTION 8.01** The parties agree to participate in the NECA-IBEW National Labor Management Cooperation Fund, under authority of Section 6 (b) of the Labor Management Act of 1978, 29 U.S.C. 175 (a) and Section 302 (c)(9) of the Labor Management Relations Act, 29 U.S.C. 816 (c)(9). The purpose of this fund includes the following:

1. To improve 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 organization effectiveness;
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. To sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
6. To encourage and support the initiation and operation of similarly constituted local labor management cooperation committees;
7. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relation and new methods of improved production;
8. To engage in public education and other programs to expand the economic development of the electrical construction industry;
9. To enhance the involvement of workers in making decisions that affect their working lives; and
10. To engage in any other lawful activities incidental or related to the accomplishment of their 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 NLMCC, as provided in said Agreement and Declaration of Trust.

**Section 8.03** Each employer shall contribute **one cent (.01)** per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this fund.

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

## **ARTICLE IX Industry Fund**

**Section 9.01.** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of one percent (.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 X**  
**Administrative Maintenance Fund**

**Section 10.01.** (a) Effective June 1, 1997, all employers covered by this Agreement shall contribute 4/10 of 1% of the Gross Labor Payroll of each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Northeastern Illinois Chapter, NECA and not the Local Union.

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

**ARTICLE XI**

**Owner In Fact**

**Section 11.01.** An Employer of a closely held corporation who is a spouse or other close relative of a majority shareholder of the Employer, and who enjoys special privileges or status and/or who exercises control over the company may be deemed to be an "Owner In Fact" of the company.

On behalf of any such "Owner In Fact" the Employer shall pay contributions to the Fringe Benefit Funds, pursuant to Article VI of this Agreement, on the basis of the gross wages of the Journeyman for the hours actually worked by such individual, but at a minimum, contributions shall be made as though such individuals worked not less than forty (40) hours per week for fifty (50) weeks per year.

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

The "Owner In Fact" status shall not apply when an Employer employs five (5) or more Employees. Furthermore, after five (5) or more Employees are employed, the "Owner In Fact" shall not work with the tools.

## **ARTICLE XII**

### **Enforcement and Audits**

**Section 12.01.** Notwithstanding any other provisions of this Agreement, the Union shall be permitted to remove workers whom they represent from any and all job sites for nonpayment of wages or benefits without notice to the delinquent Employer where it deems such action necessary in order to protect the workers from violation of the Wage and Benefit provisions of this Agreement.

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

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

## **ARTICLE XIII**

### **Safety**

**Section 13.01.** Each Employer operating under the requirements of the Federal or State Occupational Safety and Health Acts (OSHA) has the general duty to furnish each of his employees a place of employment, free from recognized hazards causing, or likely to cause death or serious physical harm and the Employer has the specific duty of complying with safety and health standards promulgated under the act.

**Section 13.02.** (a) It is the Employers exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

(b) Each employee has the duty to comply with these safety and health standards, and all rules, and regulations and orders issued pursuant to the act which are applicable to his own actions and conduct. Failure on the part of any employee to adhere to these requirements constitutes grounds for discharge by the Employer.

(c) Employees shall sign an acceptance form when the employer furnishes personal safety equipment. The employer may deduct, at fair market value, from the final pay for any personal safety equipment not returned by the employee at the completion of employment.

**Section 13.03.** (a) There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules to the parties to this Agreement for general dissemination and possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current Committee members.

(b) Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

**Section 13.04.** In the event of a fatal injury, the employer shall immediately inform the Local Union Business Manager by telephone and all available information forwarded by wire to the Director of Safety.

**Section 13.05.** All Employers shall forward to the Local Business Manager within forty-eight (48) hours of any accident, a legible copy of the "Employer's First Report of Injury". The Business Manager shall forward it to the Director of Safety, 1200 15th St. N.W., Washington 5, D.C.

**Section 13.06. - Energized Electrical Work**

Reference the latest edition to the NFPA 70E (Standard for Electrical Safety in the Workplace) for the requirements to reduce worker exposure to electrical hazards.

General- Employees working in areas where electrical hazards are present shall be provided with, and shall use, protective equipment that is designed and constructed for the specific part of the body to be protected and for the work to be performed.

Journeyman Wireman- As a safety measure, two or more Journeyman Wireman must work together on energized 277/480 Volt circuits and equipment.

Apprentice Wireman- No First Year or Second Year Apprentice is allowed to work on energized circuits and equipment.

Apprentice Wireman- Under the direct supervision of a Journeyman Wireman: Third Year, Fourth Year, and Fifth Year Apprentices are allowed to work on energized circuits and equipment.

## **ARTICLE XIV**

### **Substance Abuse**

**Section 14.01.** The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

**ARTICLE XV**  
**Prior Agreements - Effect of Law**

**Section 15.01.** This Agreement shall constitute the only Agreement between the parties covering this type of work and all prior Agreements, entered into either written or verbal, are hereby declared to be null and void.

**Section 15.02.** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

**ARTICLE XVI**

**CODE OF EXCELLENCE**

**Section 16.01.** 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.

## Appendix

### Wage Rates : Journeyman Wireman 6/1/2009 \$38.35

**Effective : January 1<sup>st</sup> , 2010**

**\$1.33 total package increase to be allocated by the Local Union**

Journeyman Wireman: Effective 6/1/2009 to 12/31/2009

<u>Hourly Wage</u>			<u>\$38.35</u>
<u>Health &amp; Welfare</u>	<u>(Gross Wage)</u>	<u>(29%)</u>	<u>11.13</u>
<u>Pension</u>	<u>(Gross Wage)</u>	<u>(11%)</u>	<u>4.22</u>
<u>Annuity</u>	<u>(Gross Wage)</u>	<u>(17%)</u>	<u>6.52</u>
<u>Vacation</u>	<u>(Gross Wage)</u>	<u>( 4%)</u>	<u>1.53</u>
<u>JATC</u>	<u>(Gross Wage)</u>	<u>(1.42%)</u>	<u>.54</u>
<u>N.E.B.F.</u>	<u>(Gross Wage)</u>	<u>(3%)</u>	<u>1.15</u>
<u>LMCC/NLMCC</u>	<u>(per hour)</u>		<u>.21</u>
		<b><u>Subtotal</u></b>	<b><u>\$63.65</u></b>
<u>Administrative Maintenance Fund</u>		<u>(0.40 of 1%)</u>	<u>0.15</u>
<b><u>Total Hourly Package</u></b>			<b><u>\$64.03</u></b>