



**INSIDE
LABOR
AGREEMENT**

**SOUTHERN ILLINOIS DIVISION,
ILLINOIS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.**

AND

**LOCAL UNION #702
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**FOR THE PERIOD
SEPTEMBER 1, 2019 to AUGUST 31, 2023**

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**SOUTHERN ILLINOIS DIVISION,
ILLINOIS CHAPTER, NECA
AND
LOCAL UNION #702, IBEW**

INSIDE LABOR AGREEMENT

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**SOUTHERN ILLINOIS DIVISION,
ILLINOIS CHAPTER, NECA
AND LOCAL UNION #702, IBEW**

INSIDE LABOR AGREEMENT

RECOGNITION OF PARTIES

Agreement by and between the Southern Illinois Division, Illinois Chapter, National Electrical Contractors Association and Local Union No. 702, 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 "Chapter" shall mean the Southern Illinois Division, Illinois Chapter of NECA and the term "Union" shall mean Local Union No. 702, IBEW.

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

SCOPE OF WORK

Work covered under this agreement shall be: All industrial work; all work performed for a utility company; commercial, maintenance, all work associated with the installation and maintenance of solar photovoltaic systems and arrays as defined in the National Electrical Code including the foundation, support structure, and panel or module installation, and all other electrical work done under this contract, including all state and federally funded projects.

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 and 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 - GRIEVANCE – DISPUTES

Section 1.01 – Effective Date – This Agreement shall take effect September 1, 2019 and shall remain in effect through August 31, 2023, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02 – Termination or Change Notice –

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR), may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.
- (e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- (f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 – Amend by Mutual Consent – 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 – Work Stoppage – Lockout – 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 – Labor Management Committee – There shall be a Labor-Management Committee of three (3) representing the Union and three (3) 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 – Grievances – 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 – Vote – All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) 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 – C.I.R. – 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 – Procedures During Dispute – 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.

ARTICLE II

DEFINITIONS - RECOGNITION - RIGHTS OF PARTIES

Section 2.01 – Qualification of Contractors – Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, "Employer" as used herein is defined to mean a person, firm or corporation having these qualifications; maintaining a permanent place of business other than his home or residence, with a separate business telephone open to the public during working hours, with some person in charge of the business office during such business hours, and suitable financial status to meet the payroll requirements.

Section 2.02 – Employee Contracting – No member of Local Union 702, while he remains a member of such Local Union and subject to employment by the Employers operating under this Agreement, shall himself become a Contractor for the performance of any electrical work.

Section 2.03 – Employers Working –

- (a) No member of any firm signatory to this Agreement shall himself perform any manual electrical work with the tools when four (4) or more men are employed. Not more than one member of a firm (Employer) shall be permitted to work with the tools. Any such working member of the firm (Employer) shall perform work only during regular working hours. However, this shall not be construed as preventing an employer from making repairs or adjustments when an emergency exists, providing the employer has made all reasonable efforts to have one of his employees perform the repairs.
- (b) **Owner in Fact** – An employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the Employer, and who enjoys special privileges or status and/or who exercises control 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 on the basis of the gross wages of a 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 160 hours per month.

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.

Section 2.04 – Favored Nations Clause – 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 concessions.

Section 2.05 – Management Rights – 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 this work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.06 – Non-resident Employers – 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 2.07 – Insurance – For all employees covered by this Agreement, the individual 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 this state and shall furnish satisfactory proof of such to the Union. He shall also pay the required amount to the State Unemployment Commission for all employees hereunder regardless of the number of employees.

Section 2.08 – Bonding of Employers –

- (a) All Employers shall simultaneously, with the execution of a Letter of Assent to this Agreement, post a Surety Bond in the amount indicated in the schedule below, to assure payment of wages and contributions due to the various trust funds set forth in ARTICLES II, III, V, VI, and VII of this Agreement.

Surety Bond provided for above shall be in accordance with the following schedule:

| | | |
|----------|-------------|----------|
| 1 to 5 | employees – | \$30,000 |
| 6 to 10 | employees – | \$40,000 |
| 11 to 15 | employees – | \$50,000 |
| 16 to 25 | employees – | \$60,000 |
| 26 to 50 | employees – | \$70,000 |
| Over 50 | employees – | \$80,000 |

All bonds shall terminate or be reissued as required January 1 of each year, and the chapter shall receive a copy of all bonds issued to the local union.

A Surety Bond, as required above, must be filed with the Local Union #702, IBEW before workmen are dispatched in accordance with the terms of ARTICLE IV of this Agreement.

- (b) Any Contractor delinquent to any trust fund enumerated in Articles II, III, V, VI, or VII of this Agreement, shall be assessed a fee of 3% per month or any part of a month for which any delinquency occurs.

Section 2.09 – Annulment – Subcontracting – The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph (2) of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

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

All charges of violations of paragraph two (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 – Union Security – All employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement. All employees who become members of the Union shall, as a condition of employment, maintain their membership in the Union during the term of this Agreement.

Section 2.11 – Job Access – The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under terms of this Agreement.

Section 2.12 – Steward Appointment – Non-Discrimination –

- (a) The Union shall have the right to appoint a Steward in any shop or job where workmen are employed under the terms of this Agreement. Such Steward shall be allowed sufficient time to see that the provisions of this Agreement are observed on the job and to perform such other duties in connection with this Agreement as may be assigned to him by the Business Manager of the Union.
- (b) No Steward or Foreman shall be discriminated against by any Employer or representative of the Union on account of the faithful performance of duties as a Steward or Foreman.

Section 2.13 – Union Dues Deduction – The Employer agrees to deduct and forward to the Illinois Chapter NECA office -- 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 2.14 – Removal of Employee – Union Assistance – Tool Storage –

- (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given the Employer involved.

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

Section 2.15 – Inspection of Records – Payroll records including cancelled checks and employees Social Security records may be inspected by the Business Manager of the Local Union or authorized representative.

Section 2.16 – Submission of Grievances – With the exception of wages and benefits, all complaints or grievances must be submitted by either party to the other within thirty (30) days of their occurrence or thirty (30) days from the time the grieving party became aware of the occurrence.

Section 2.17 – Discrimination – The parties hereby agree that all matters involving hiring, layoffs, terminations, upgrading, down grading, apprenticeship selection, testing and grading will be made without regard to sex, race, creed, color or national origin.

Section 2.18 – Age Ratio Clause – On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

Section 2.19 – Illinois Chapter NECA Contributions – All contributions and deductions required by this agreement that are administered and exclusive to the responsibility of the Illinois Chapter, National Electrical Contractors Association, Inc. which are the NEBF, NECA Service Charge (NECA members only), NLMCC, LLMCC (where applicable), and AMF, and in addition Local Union Dues, JATC contributions, NECA-IBEW Welfare Trust Fund contributions, NECA-IBEW Pension Benefit Trust Fund contributions, Local 702 Annual Benefit Fund contributions, Southern Illinois Electrical Retiree Welfare Plan, Electricians' Salary Deferral Plan contributions, USERRA contributions to the NECA-IBEW Pension Benefit Trust Fund (when applicable), and NECA-IBEW Welfare Trust Fund Health Reimbursement Arrangement contributions which are not administered by NECA, shall be forwarded to, and received on or before the fifteenth (15th) day following the end of each calendar month. In addition, each employer shall also file a monthly electronic payroll report through ePRLive as required on or before the fifteenth (15th) day following the end of each calendar month. The employer shall make payments due to the listed funds by single check payable to the Illinois Chapter NECA. An employer that makes a payment that is returned NSF (Non-sufficient funds) shall be required to make future payments via Certified Cashier's Check.

ARTICLE III

HOURS - WAGES - WORKING CONDITIONS

Section 3.01 – Hours – Eight (8) hours work between the hours of 8:00 A.M. and 5:00 P.M., with not more than one (1) hour – nor less than thirty (30) minutes for a lunch period shall constitute a work day, forty hours within five such work days – Monday through Friday inclusive – shall constitute a work week. Starting time may be changed by mutual consent.

- (b) The employer may establish a four (4) ten hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate by mutual consent with the Union. The starting time shall be between 7:00 a.m. and 8:00 a.m. and will be designated by the Employer; the Union will be advised of the starting time. Forty hours per week shall constitute a week's work Monday through Thursday, with Friday being paid as a premium day except in the case that a holiday falls during the work week then Friday may be used as a voluntary makeup day at the straight time wage rate. Straight time is not to exceed ten hours per day or forty hours per week. The job duration will be a minimum of two (2) weeks and if the job schedule goes to more than four (4) days, Monday thru Thursday, the job will revert back to the regular work week of 8 hours per day Monday through Friday. This schedule may not be used on prevailing wage work.

Section 3.02 – Overtime and Holidays –

- (a) All work performed outside the regularly scheduled working hours, Monday thru Friday, and on Saturday, shall be paid for at one and one-half (1- 1/2x) the straight time rate of pay.
- (b) All other overtime, Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, will be paid at double (2x) the straight time rate of pay.
- (c) If a holiday falls on Sunday, it shall be celebrated the following Monday. All overtime shall be as equally distributed among the workmen on any particular job insofar as practical.
- (d) No work shall be performed on Labor Day except in case of emergency and then only after special arrangements with the Local Union.

Section 3.03 – Past Practices – Work being performed on small commercial jobs will be done in accordance with past practices.

Section 3.04 - Wage Rates - The minimum hourly wage rate shall be as follows:

(For a complete wage and benefit analysis, as well as apprentice rates, please see Appendix "A")

- (a) Effective September 1, 2019 thru December 31, 2019:

| | |
|--------------------------------|---------|
| Journeyman Wireman | \$44.62 |
| Foreman + \$2.25 | \$46.87 |
| General Foreman + \$4.50 | \$49.12 |

- (b) Effective January 1, 2020 thru May 31, 2020:

| | |
|--------------------------------|---------|
| Journeyman Wireman | \$45.13 |
| Foreman + \$2.25 | \$47.38 |
| General Foreman + \$4.50 | \$49.63 |

- (c) Effective June 1, 2020 subtotal package increase of \$.92
- (d) Effective January 1, 2021 subtotal package increase of \$.93
- (e) Effective June 1, 2021 subtotal package increase of \$.95
- (f) Effective January 1, 2022 subtotal package increase of \$.95
- (g) Effective June 1, 2022 subtotal package increase of \$.97
- (h) Effective January 1, 2023 subtotal package increase of \$.98

The wage rate per hour includes a 10% savings plan on which withholding tax, social security and all legal deductions shall be made.

APPRENTICE RATES

OJT HOURS

| | | | |
|------------------------|-----|----|-------------------------|
| 1 ST Period | 45% | of | Journeyman Wireman Rate |
| 2 nd Period | 50% | of | Journeyman Wireman Rate |
| 3 rd Period | 55% | of | Journeyman Wireman Rate |
| 4 th Period | 65% | of | Journeyman Wireman Rate |
| 5 th Period | 75% | of | Journeyman Wireman Rate |
| 6 th Period | 90% | of | Journeyman Wireman Rate |

Section 3.05 – Pay Day –

- (a) Wages shall be paid weekly not later than quitting time on Friday and not more than three (3) days' wages may be withheld at any time. Any workman laid off or discharged by the Employer shall be paid all his wages immediately. In the event he is not paid by quitting time, waiting time at the appropriate rate shall be charged until payment is made, however, waiting time pay shall not exceed eight (8) hours pay in any twenty-four (24) hour period.
- (b) Upon receipt of written approval from individual employees, the Employer may mail pay checks to employees. If so elected by both parties, the pay checks shall be mailed by the Employer so that they will be postmarked no later than eleven o'clock p.m. (11:00 p.m.) Wednesday prior to Friday's pay day. In the event the pay checks are not mailed timely, eight (8) hours pay at the appropriate hourly rate of pay shall be charged for any portion of each twenty-four (24) hour period they are post marked after eleven o'clock p.m. Wednesday deadline.
- (c) Wages paid by check shall be written from a local bank within the jurisdiction and funds must be available in said account to cover the weekly payroll; or, arrangements shall be made with a local bank within the jurisdiction for cashing of payroll checks at no cost to the employee.
- (d) Payroll by direct deposit is acceptable if mutually agreed to by the Employer and Employee. If payday falls on a legal holiday or day celebrated as such, payday shall be the day prior to said holiday. In cases of layoff, the employee shall be paid immediately by check, or if paid by direct deposit it must be posted not later than 4:30 p.m. of the same day.

Section 3.06 – Termination Notice –

- (a) Workmen reporting for work and being terminated shall have a two (2) hour notice. He shall receive one (1) hour wages in order to gather his tools and personal belongings. He shall be paid off in full within the last hour of employment. In the event the workman is not paid off, waiting time at the established rate shall be paid until payment is made. However, waiting time pay shall not exceed eight (8) hours pay in any twenty-four (24) hour period.
- (b) When an employee is terminated for any reason he/she shall be given a termination notice stating the reason and date of termination. Written copies of each notice shall be supplied to the Union and the employee being terminated.

Section 3.07 – Inclement Weather – Where workmen report for work and are unable to work due to weather conditions or lack of material they shall receive two (2) hours pay unless notified two (2) hours before working time provided that the workmen remain on the job for this period. However, in the event the Employer directs the workmen to start to work with the tools, in addition to the two (2) hour show up time, they shall be paid for time worked to be broken in one-half ($\frac{1}{2}$) hour increments to a maximum of four (4) hours pay.

Section 3.08 – Shift Clause – When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight hours pay at the regular hourly rate plus 10% for seven and one-half ($7\frac{1}{2}$) hours work.

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

A lunch period of thirty (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 ($1\frac{1}{2}$) the "shift" hourly rate.

There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.09 – Emergency Work – Workmen called out for emergency work shall receive a minimum of two (2) hours pay at the hourly rates set forth in Article III, Sections 3.02 and 3.04 and in accordance with the provisions of Section 3.09.

These mutual Agreements as set forth above shall not apply to jobbing, shop, maintenance or repair work in jobbing shops.

Section 3.10 – Foreman Requirements – Supervision –

(a) On jobs requiring three (3) journeymen or more, one (1) will be designated foreman. A crew shall not exceed twelve (12) Journeymen, including the Foreman. When the third crew is added, a general foreman will be designated to supervise and coordinate the work.

- (b) No Foreman or General Foreman of one job shall at the same time perform or supervise work on another job.

Section 3.11 – Foreman Call out by Name – The employer shall have the right to call Foreman by name provided:

- (a) The employee has not quit his previous employer within the past two (2) weeks.
- (b) The employer shall notify the business manager, in writing, of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the business manager shall refer said Foreman provided the name appears on the highest priority group.
- (c) When an employee is called as a Foreman, he must remain as a Foreman for 1,000 hours or must receive a reduction in force.

Section 3.12 – Orders or Layout of Work – On jobs having a Foreman, workmen are not to take directions or orders, or accept a layout of any job from anyone except the Foreman.

Section 3.13 – Work Corrections – A Journeyman 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 order 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 3.14 – Putting Away Tools – Workmen shall be allowed sufficient time to put the tools away by quitting time.

Section 3.15 – Traveling Time – The Employer shall pay for traveling time 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, board, lodging and all other necessary expenses.

Section 3.16 – Employee Automobile – No workman shall use his automobile in any manner detrimental to the best interest of other workmen. No workmen shall use his automobile to transport the Employer's tools or material.

Section 3.17 – Tools – Journeymen shall provide themselves with the following tools:

| | | | |
|---|-------------------|--|------------------------------|
| Knife | Pliers-Cutting | Screwdrivers-not over 8" | Long Nose Pliers |
| Hammer | Hacksaw Frame | Nut Drivers | Adjustable Wrench |
| Pencil | Center Punch | (smaller than ½") | no larger than 10") |
| Plumbob | Diagonal Pliers | Channel Lock Pliers (2) | Wire Stripper |
| Protractor | Compass Saw | *Safety Glasses | Holding Screwdriver |
| Cold Chisel | Wood Chisel-small | Stakon Pliers (or equivalent) | Level - Small |
| Allen Wrenches (½" or smaller) | | Folding Rule or Tape | Combination Square |
| Wrenches to 9/16" | | Solenoid Type Volt Tester (up to 440 volts)† | No Dog Level |
| V-O-A Meter (Fluke T5-600 or equivalent)* | | Tick Tracer | ¼" and 3/8" Hollow Wall Sets |

* Apprentice wiremen will not be required to furnish V-O-A Meter until they enter their third year of training.

†Optional but not required.

Section 3.18 – Employers Tools – The Employer shall furnish all other necessary tools and equipment. Workmen will be held responsible for tools or equipment issued to them providing the Employer furnishes the necessary lockers, tool boxes, or other safe place for storage. Employers shall provide a locked box or safe place for storage of employee's tools.

Section 3.19 – Report to Jobs –

- (a) When men are requested to report on the job, there shall be available at the job site adequate facilities for changing and storage of clothes.
- (b) Job Transfers - The Employer shall furnish transportation or transportation expense of 12 cents (12¢) per mile when employees are transferred to a job-site for two days or less duration. A move closer to home would not apply.

Section 3.20 – Hazard Work – The scale of wages for work on bridges, towers, or other structures 40 to 100 feet in height, not scaffolded over and all work in tunnels or caissons under construction and not properly shored shall be forty-five cents (45¢) per hour more than the prevailing scale. All work over one hundred feet (100 ft.) in height, not scaffolded over shall be paid at one and one-half (1½ X) times the basic rate.

Section 3.21 – Conduit Fabrication – All conduit shall be fabricated in the shop or on the job site in the jurisdiction of Local 702 and by a Journeyman covered by this Agreement. This does not include stock nipples or 90 degree elbows.

Section 3.22 – Breaks/Break Time – Each employee shall be allowed to take a break of twenty (20) minutes near or at their work station (when jobsite conditions permit) once in the middle of the morning (or first half of the shift. If the normal work day is extended by two hours, then the employee shall be given a second fifteen (15) minute break to be taken at the end of the first eight (8) hours of work. Further, the employee(s) will be given an additional break at the end of every four (4) hours of work thereafter that is sufficient in length to eat a meal. The breaks will be at specific times determined by the Employer and need not be at the same time for all employees. The Union and the Employers agree that this will not be abused.

Section 3.23 – Personal Use of Cell Phones – Personal use of cell phones shall not be allowed on the job during normal working hours except for cases of known or expected emergencies (such as immediate family illness, child birth, etc).

Section 3.24 – Absenteeism – The Employers and the Union agree that unexcused absenteeism is undesirable and must be controlled. If an employee must be absent, they shall call their employer and let them know. If an employee fails to report for work on three consecutive days and fails to notify his Employer that he is unable to report for work, he may be terminated for absenteeism.

Section 3.25 – OSHA Training – All employees available for referral shall be required to have a current OSHA 10-Hour Certification on/or after January 1, 2015.

ARTICLE IV

STANDARD INSIDE REFERRAL

Section 4.01 – Referral – In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in 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 – Source – The Union shall be the sole and exclusive source of referral of applicants for employment.

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

Section 4.04 – Selection – 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 – Group Register – The Union shall maintain a register of applicants for employment established on the basis of Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualified.

JOURNEYMAN WIREMAN – JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four (4) 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 (1) year in the last four (4) 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 (4) 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 an Inside Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two (2) or more year's 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 (6) months in the last three (3) 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 (1) year.

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

Section 4.07 – Temporary Employee Notification – 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.

Definitions

Section 4.08 – Labor Market – "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:

Beginning at the Mississippi River at the North side of Prairie du Rocher township running northeast to the northwest corner of Ruma township, then east to Baldwin township, then north to St. Clair County line, then east to the southwest corner of Lively Grove township, then north on the west side of Lively Grove and Johannesburg townships to the northwest corner of Johannesburg township, then east to Plum Hill township, then north on the west side of Okawville township to the northwest corner of Okawville township, then east on the west side of Santa Fe township, then north to the northwest corner of Santa Fe Township, then east to the southwest corner of Clement township, then north on the west side of Clement township to Irish Town township, then west to the southwest corner of Irish Town township, then north following the west edge of Tamalco, Pleasant Mound and Mulberry Grove townships to the northwest corner of Mulberry Grove township, then east to the west boundary of Shafter township, then north to the southwest corner of South Hurricane township, then east on the north side of Shafter, Sharon, Sefton, Avena, Mound, Jackson, and Watson to the northwest corner of Bishop township, then south to the northwest corner of Bible Grove township, then east to the west boundary of South Muddy township, then south to the northwest corner of Pixley township, then east to the northwest corner of Richland County, then south and east following the western and southern lines of Richland County to the northwest corner of Wabash County, then south on the west side of

Wabash County to the northeast corner of White County which forms the northern boundary of the geographical area labor market for Local Union 702. The other boundaries are the Mississippi and Ohio Rivers from starting points North to the South. The Wabash River from the N.E. corner of White County down to the confluence with the Ohio River.

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

Section 4.09 – Resident – Means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 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 (90) days. An applicant shall be eligible for examination if he has four (4) years' experience in the trade.

Section 4.11 – Out of Work List – 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 – Re-registration – An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less, shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.13 – Referring of Applicants –

- (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of this GROUP and his place within his GROUP.
- (b) Repeated Discharge – An applicant who is discharged for cause two times within a 12-month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicant's continued eligibility for referral. The neutral member of the Appeals Committee shall, within three business days, review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.14 – Exceptions – The only exceptions which shall be allowed in this order of referral are a 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 4.15 – Appeals Committee – An appeals committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer, or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.16 – Function of Appeals Committee – 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 to 4.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.17 – Inspection of Referral Records – 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 4.18 – Posted Notice – A copy of the referral procedure set forth in this Article 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 4.19 – Hiring of Apprentices – Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 4.20 – Re-registration – 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 4.21 – Reverse Layoff – When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and those in GROUP I.
- (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.14 (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

STANDARD INSIDE APPRENTICESHIP LANGUAGE

Section 5.01 – Joint Apprenticeship & Training Committee – There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either six (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 and course of study. All apprenticeship standards shall be registered with the NJATC and thereafter 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 – Term of Office – All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3 or 4) 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 – Resolution and Deadlocked Issues – 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 One of this agreement except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04 – Trust Fund & Subcommittees – 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 – Training Director – The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the 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 – Job Training Assignments – 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 – Indenture & Removal from Program – 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 – Ratio – 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 – Requesting Apprentices – 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 – Use of Unindentured – 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 – Benefit Plans – 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 – Job Site Ratio – Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen(man).

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

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

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

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

Section 5.15 – Trust Fund Agreement – 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 – Contribution – 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 monthly payroll. This sum shall be due the Illinois Chapter NECA by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust. One half percent (1/2%) shall be deducted from the wireman total package and one and one-half percent (1 ½%) shall be added by the contractor to achieve the total of two percent (2%).

ARTICLE VI

FRINGE BENEFITS AND OTHER CONTRIBUTIONS

Section 6.01 – National Electrical Benefit Fund

(a) **Contribution** – 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 three percent (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.

- (b) **72 Hour Notice** – Individual Employers who fail 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.
- (c) **Failure to Comply** – 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 – Health and Welfare Fund

- (a) **Contribution** – Each Employer shall pay into the NECA-IBEW Welfare Trust Fund as established by the Amended Agreement and Declaration of Trust executed as of November 1, 1955 the sum of seven dollars and five cents (\$7.05) per each hour worked effective January 1, 2018. The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA-IBEW Welfare Trust Fund on the last day of each calendar month. The payment and EPRLive payroll report shall be submitted to reach the Illinois Chapter NECA 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 (72) 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 Fund.
- (b) **Bound by Trust Agreement** – The Employer agrees to be bound by the Amended Agreement and Declaration of Trust of the NECA-IBEW Welfare Trust Fund, and by any future amendments thereto.
- (c) **Bound by Trustee Actions** – The Employer agrees that he shall be bound by all actions taken by the Trustees of the NECA-IBEW Welfare Trust Fund in the administration of the Fund pursuant to the provisions of the Amended Agreement and Declaration of Trust or as it may hereafter be amended.
- (d) **Funding** – The parties agree that any reduction that may arise from the funding required by changes to the Health and Welfare provisions of this Agreement shall be cause for calling of a Labor-Management meeting to address this issue. The Labor-Management Committee shall decide in an equitable manner to divide these excess funds so that Management is not penalized and employees receive the economic benefits due them.

Section 6.03 – Local Pension Plan

- (a) **Contribution** – Each Employer shall pay monthly to the Trustees of NECA-IBEW Pension Benefit Trust Fund (herein called "Pension Fund") an amount equal to twenty-seven (27%) of each Employee's hourly rate except first year probationary apprentices and unindentured for each hour worked which he is obligated to pay to the employees in this bargaining unit. Effective January 1, 2020 the rate shall be increased to twenty-seven and one-half percent (27.5%); effective June 1, 2020 the rate shall be increased to twenty-eight percent (28%); effective January 1, 2021 the rate shall be increased to twenty-eight and one-half percent (28.5%); effective June 1, 2021 the rate shall be increased to twenty-nine percent (29%); effective January 1, 2022 the rate shall be increased to twenty-nine and one-half percent (29.5%); effective June 1, 2022 the rate shall be increased to thirty percent (30%). Payment and ePRLive payroll report shall be submitted to reach the office of the Illinois Chapter NECA (presently located at 3701 S 6th St Rd, Springfield, IL 62703) not later fifteen (15) calendar days following the end of each calendar month, and in accordance with any rules prescribed by the Trustees.
- (b) **Bound by Trust Agreement** – Each Employer by virtue of this Agreement shall be deemed a party to and bound by NECA-IBEW Pension Benefit Trust Fund Trust Agreement of August 1, 1972, as amended now or in the future.
- (c) **Termination on 72 Hours Notice** – Employers who fail to show satisfactory proof that delinquent payments have been paid shall be subject to having this Agreement terminated after 72 hours' notice in writing being served by the Union.
- (d) **Work Stoppage for Delinquency** – If an Employer fails to pay contributions due to the Pension Fund, and if the Employer has been given written notice of such delinquency by the Trustees or by the Union, and the delinquency is not cured within 72 hours' after service of such notice, such Employer shall be subject to a work stoppage by the employees working under the terms of this Agreement with no loss of pay to such workers; the work stoppage shall continue until the delinquency is cured and wage payments shall be due to the employees during such work stoppage. The Union shall have the right to direct when this work stoppage starts and when it is to terminate; the stoppage shall not be deemed a violation of Section 1.04 of this Agreement, restricting work stoppages and strikes. The rights provided by this Section shall be in addition to all other remedies available to the Union, to the employees, and to the Trustees.

Section 6.04 – Local 702 Annual Benefit Fund

- (a) **Withholding Amount** – The parties hereto have created a Savings Trust Plan known as the Local Union No. 702 Annual Benefit Fund, effective January 1, 1973. The Employer agrees to deduct 10% per working hour weekly from each employee for this plan.
- (b) **Deposit Information** – This deduction shall be submitted to the Illinois Chapter NECA along with a copy of the ePRLive payroll report.
 - (1) The Employer shall make all legal payroll withholdings for income tax, Social Security, etc., from the total wages.
 - (2) The monthly transmittal shall cover every employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month.
 - (3) The ePRLive report and accompanying check must be received no later than the fifteenth of the following month. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, providing the Employer fails to show satisfactory proof that delinquent payments have been paid to Local Union No. 702, IBEW, Annual Benefit Fund.
- (c) **Withdrawal Procedure** – Savings may be withdrawn once annually after December 1, for earnings of the preceding year.

Section 6.05 – Retiree Welfare Plan

- (a) **Contribution** – Each Employer shall pay monthly to the Trustees of the Southern Illinois Electrical Retiree Welfare Plan (Retiree Welfare) two and one-half percent (2.5%) of the hourly rate for each hour worked by a person in the bargaining unit covered by this Agreement. Payment and the monthly ePRLive payroll report are due at the Illinois Chapter NECA office not later than 15 calendar days following the end of each calendar month, and in accordance with any rules prescribed by the Trustees.

- (b) **Trust Agreement** – The Division and Union shall immediately establish the Southern Illinois Electrical Retiree Welfare Plan Trust Agreement and appoint Trustees to serve under it. The Trust Agreement shall conform to Section 302(c)(5) of the Labor Management Relations Act of 1947, as amended, and the Employee Retirement Income Security Act (ERISA), as amended. Each Employer by virtue of this Agreement shall be deemed a party to and bound by the Southern Illinois Electrical Retiree Welfare Plan Trust Agreement of September 1, 1995, as it may be amended from time to time.
- (c) **Monthly Report** – Each Employer shall submit a monthly report showing the names of persons (listed alphabetically) who worked under this Agreement during the month covered by the report, their social security numbers, hours worked, the amount of contribution due to each employee, and such other information as the Trustees of Retire Welfare may request.
- (d) **Termination on 72 Hours Notice** – Employers who fail to show satisfactory proof that delinquent payments have been paid shall be subject to having this Agreement terminated after 72 hours notice in writing being served by the Union.
- (e) **Implementation** – Immediately upon adoption of the Trust Agreement, the Trustees shall apply to Internal Revenue Service for tax exempt status under Section 501(c)(9) of the Internal Revenue Code, as a Welfare Plan. The Trustees are to terminate the Plan if (1) IRS does not grant the exemption; or (2) should the Trustees decide that Retiree Welfare contributions by Employers are not tax deductible or that the Plan is a Pension Plan and not a Welfare Plan. No benefits shall be paid from the Trust Fund until the exemption under Section 501(c)(9) is granted by IRS. If the Trustees terminate the Plan before benefit payments commence, Employer contributions (less administrative expenses) are then to be returned to Employers; Employer shall pay the returned contributions to the employees for whose work the contributions were made, as wages, immediately upon receipt by the Employer; or the Trustees may make other arrangements for return of the contributions to employees. In any event, Employers are not to be liable for contributions to the Pension Plan under Section 10.01 based on any returned contributions from Retiree Welfare.

Section 6.06 – National Electrical Industry Fund

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

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

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

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

Section 6.07 – Administrative Maintenance Fund

(a) All employers covered by this Agreement shall contribute twenty cents (\$0.20) per hour worked under this Agreement, up to a maximum of 150,000 hours per year, to the Administrative Maintenance Fund. Monies are for the purpose of administration of the Collective Bargaining Agreement. Payment shall be forwarded monthly, using the same report form as that specified for the NEBF, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Contributions shall be remitted to: Illinois Chapter, NECA, 3701 South Sixth Street Road, Springfield IL 62703.

- (b) The Administrative Maintenance Fund shall be the sole responsibility of the Southern Division, Illinois Chapter, NECA including, but not limited to, collection of said monies and any actions with respect to delinquencies that may be required. These contributions are not wages and will not be covered by the surety bond under Article II, Section 2.08 of the Agreement. The Administrative Fund shall not be used for any purpose detrimental to Local #702, IBEW or the IBEW. In the administration and collection of the Fund, the Chapter agrees and hereby does hold harmless and indemnify IBEW Local Union #702 from any and all claims, of any nature whatsoever, arising out of the provisions of this Article.

Section 6.08 – Local 702 401(k) Plan

- (a) The parties to this Agreement agree to participate in a new or existing 401(k) plan, (called “the Plan”) which Plan and its Trust Agreement shall conform to Section 302(c)(5) of the Labor Management Relations Act of 1947, as amended, the Employee Retirement Income Security Act (ERISA), as amended, and other applicable federal laws. This Article will not become effective until the Union requests that such a Plan be instituted and until the terms of the Plan and its Trust Agreement have been approved by the Union and Chapter.
- (b) The Plan shall be established as a Tax Deferred Savings Plan which conforms to Section 401(k) of the Internal Revenue Code. If it is a new plan, immediately upon completion of the Plan and Trust Agreement, the parties shall submit Plan and Trust Agreement to the Internal Revenue Service to determine whether the proposed Plan is a qualified tax-exempt Plan.
- (c) It is a condition to the payment of contributions to the Plan that such contributions be tax deductible by the Employer, tax deferrable for the Employee and that the earnings of the Plan Trust are tax deferred; the Chapter and Union shall secure such assurance of compliance with these conditions as they deem necessary. In the event Employers have any problems in this regard with tax deductibility of a new plan, the Union and Chapter shall promptly meet to resolve this problem, which solution may include retroactive amendments to the Trust Agreement or to the Plan.

- (d) The Employer, upon receipt of written authorization, agrees to deduct from wages and forward to the Illinois Chapter NECA voluntary contributions elected by participants, subject to limitations prescribed by the Plan and Trust Agreement and law. No deductions will be made prior to appropriate notice to the Employer by Fund Trustees. Subsequent to notice from Fund Trustees, the Employer agrees to forward monthly to the Illinois Chapter NECA, the amount designated by the participant and deducted from wages, on or before the 15th day of the following month along with a copy of the ePRLive report.
- (e) The Plan shall be a Defined Contribution Plan.
- (f) It is the intent of the parties that the Plan shall be administered by the Trustees. All administrative costs shall be paid out of the Trust Fund or the participant's accounts in the Trust Fund and not by Employers.
- (g) Amounts deducted by Employer', from the wages of an Employee for payment to the Plan are not to be treated as reducing the gross earnings of Employees upon which Employer contributions to other fringe benefit trust funds are calculated, for overtime wage calculations, or for other purposes under this Agreement. Example: The 3% of gross monthly payroll due to NEBF is not to be reduced because of Employee salary deferrals paid to the Plan.
- (h) If Employer transmittal of contributions begins before the date that Internal Revenue Service issues a determination letter that the Plan is a qualified plan, the Local Union agrees to indemnify Contributing Employers for any interest or tax penalties assessed against the Contributing Employers solely because the Plan is found by the IRS not to be qualified. This indemnification is conditioned upon the remitting Employers promptly submitting accurate information requested by the Trust Fund so that the Administrator of the Trust Fund can determine that the Employees of remitting Employers are participating in the Plan in conformity with IRS Rules.
- (i) Employers who fail to remit withheld contributions shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent withheld contributions have been made.

Section 6.09 – Reserve Fund for Pension Obligation for Military Service –

- (1) In order to create a reserve fund to be used to pay the pension benefit obligation to participants in NECA-IBEW Pension Benefit Trust Fund (Pension Trust) returning from military service as required by the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and related state and federal laws and as otherwise authorized by the Trustees of Pension Trust:
 - (a) In addition to the present (regular) contribution required, for each hour for which a contribution is due to the Pension Trust, the Employer shall pay one-half cent ($\frac{1}{2}\text{¢}$) [Employer USERRA Contribution] to the Pension Trust USERRA reserve (USERRA Reserve); and
 - (b) One-half cent ($\frac{1}{2}\text{¢}$) from the regular Employer contribution for each hour to the Pension Trust shall be separately allocated (as the Employee USERRA Contribution) to the USERRA Reserve.

As of November 30 of any Year: (a) If the USERRA reserve is above \$50,000, the Employer and Employee USERRA contributions shall cease for work performed after the next January 31 (Plan year-end); (b) If the USERRA reserve is below \$25,000, the Employer and Employee USERRA Contributions shall again go into effect for work performed after the next January 31.

- (2) If the USERRA Contributions are not continuously agreed to or not timely paid, no pension benefit obligation to persons returning from military service to employment covered by this Collective Bargaining Agreement will be paid by the Pension Trust. This contribution shall be made payable and submitted to the Illinois Chapter NECA along with a copy of the ePRLive report.

Section 6.10 – Health Reimbursement Arrangement (HRA) – It is mutually agreed that the Employer shall contribute to the NECA-IBEW Welfare Trust Fund Health Reimbursement Arrangement the sum of fifty cents (\$0.50) for each hour worked by each eligible employee hired for employment as defined in the Trust Agreement which established such fund.

Such payments shall be made monthly on such forms as are provided by the Fund Trustees. Contributions shall be made to the Illinois Chapter NECA office and shall be paid on or before the 15th day of the month, following the month for which hours were worked. The remittance by check, draft or money order and copy of the ePRLive report shall be submitted to the ~~fund~~ Illinois Chapter NECA office.

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

Individual Employers who fail 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 Local Secretary-Treasurer.

ARTICLE VII

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 7.01 – Purpose – 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 7.02 – Agreement and Declaration of Trust – 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 7.03 – Contribution – 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 Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 7.04 – Delinquent Contributions – 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 (\$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

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 8.01 – Purpose of Fund – 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 – Function-Participation – 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 – Contribution – Each employer shall contribute nine cents (\$0.09) 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 Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 – Delinquent Contributions – 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

SAFETY

Section 9.01 – Responsibility – It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 9.02 – Safe Work Habits – All Employees covered under this Agreement shall familiarize themselves with and practice all rules and policies regarding safe working habits as may be published by the Employer and/or customer consistent with a minimum but not limited to the OSHA rules and regulations.

Section 9.03 – Injured Employee, First Aid Kit – In the event an employee is injured during working hours, he is to be paid for the time required to receive initial medical attention. A complete standard first-aid kit recommended by a Casualty Company or Pharmaceutical Company shall be on the job at all times.

Section 9.04 – Drinking Water – The Contractors shall furnish suitable drinking water at all times on the job.

Section 9.05 – Correct Installation of Work – Workmen shall install all electrical work in a safe and workman-like manner and in accordance with applicable code and contract specifications.

Section 9.06 – Safety on 440 Volts – On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more Journeymen must work together, one standing by wearing rubber gloves. Adequate safety and protective devices shall be supplied for workmen by the Employer on all hazardous work in accord with the Safety Codes and recognized practices in the trade.

Section 9.07 – Safety on Ladders and Equipment – The employee shall not be required to use ladders or other equipment and tools, which in his opinion are not safe.

Section 9.08 – Powder Actuated Tools – No one will be required to operate a powder actuated tool unless properly instructed by a company representative. Any powder actuated tool shall be accompanied on the job by the manufacturer's written instructions.

Section 9.09 – Grounding of Tools – All electric power tools shall be grounded with equipment ground.

Section 9.10 – Safety Shoes – Approved safety shoes where required by the owner shall be furnished by the employee.

ARTICLE X

SUBSTANCE ABUSE

Section 10.01 – 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 XI

CODE OF EXCELLENCE

Section 11.01 - The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XII

SEPARABILITY CLAUSE - PRIOR AGREEMENTS

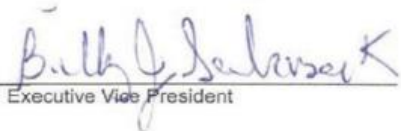
Section 12.01 - Separability Clause - Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Section 12.02 - Prior Agreements - This Agreement shall constitute the only Agreement between the parties covering this type of work with all previous amendments thereto, and all written Agreements entered into prior hereto, which are contrary to any provision hereof are hereby declared null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of September, 2019.

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


Division Chairman


Executive Vice President

SIGNED FOR LOCAL UNION NO. 702,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS


Business Manager

