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#### AGREEMENT PARTNERS

IBEW Local Unions 16, 34, 146, 193, 197, 309, 538, 601, 649, 702, 725 and the Illinois and Central Illinois Chapters of NECA enter this agreement in the interest of growing Market Share in the Illinois counties listed herein. A Contractor must be signatory to an Inside Collective Bargaining Agreement with the site IBEW Local Union and assent to this Agreement prior to beginning work before the following provisions apply. All provisions of the Inside Collective Bargaining Agreement shall apply unless modified herein.

#### SCOPE OF WORK

This Agreement shall apply to the following:

- All commercial work including new construction and remodel on projects that consist of 10,000 Square Feet or less.
- All work contained in the Local Residential Collective Bargaining Agreements.
- Small stand-alone Manufacturing Facilities when freestanding and not part of a larger facility (less than 10,000 sq. ft.)

This agreement shall not apply to jobs, which are covered by the Illinois prevailing wage act, or covered by the Davis-Bacon Act and have Inside Journeyman Wireman wage settings or projects being worked under Local Agreements, National Agreements or PLA's.

Variances may be granted by the site local union Business Manager to include projects that are in the jurisdiction of the site local union and are not covered by this Scope or Geographic Jurisdiction. Variance denials may be subject to review by the IBEW 6<sup>th</sup> District International Vice-President and the NECA Midwestern Region Executive Director.

#### GEOGRAPHIC JURISDICTION

The geographic jurisdiction of this agreement shall be all work covered by the scope contained in this Agreement in all of the Illinois counties of the signatory Local Unions.

#### **EFFECTIVE DATES**

This Agreement shall take effect on jobs bid after February 1, 2015 and shall remain in effect until January 31, 2017 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from February 1<sup>st</sup> through January 31<sup>st</sup> of each year, unless changed or terminated in the way later provided herein.

#### **GRIEVANCES, DISPUTES, INTERPRETATIONS AND CHANGES**

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 this Agreement or any anniversary date occurring thereafter.

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

There shall be a Labor Management Committee established and shall be named the Central Labor Management Committee which shall consist of up to three (3) representing the Unions and up to three (3) representing the Chapters or employers signatory to this Agreement. It shall select its own Chairman and Secretary. The IBEW Sixth District IVP shall select the Union representatives and the NECA Midwestern Region Executive Director or employer shall select the Management Representatives.

Grievances, disputes, interpretations and proposed changes under this Agreement will be referred to the Central Labor Management Committee for handling and resolution.

In the absence of a deadlock, the Central Labor Management Committee's decision shall be final and binding. The IBEW 6<sup>th</sup> District Vice President and the

NECA Midwestern Region Executive Director must approve all changes, modifications and interpretations of this agreement prior to implementation. Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the NECA Midwestern Region Executive Director and the IBEW Sixth District Vice-President for final and binding resolution.

The Central Labor Management Committee shall meet semi-annually to review the progress of this agreement. The Committee shall send a written report and update of the progress of this agreement to the NECA Midwestern Region Executive Director and the IBEW Sixth District Vice-President.

#### **GRIEVANCE PROCEDURE**

The grievance procedure is as follows:

All grievances shall be filed within ten (10) calendar days after the complaint arose or the parties to this agreement reasonably became aware of the event. Settlement of grievances may be arrived at in any step of the grievance procedure, which will be binding on the Union and the Employer.

Grievances, on any work covered by this agreement shall be handled in the following manner:

Step 1. The local parties shall meet within 48 hours to try to resolve the grievance.

Step 2. If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy within 10 business days, it shall be submitted to the Central Labor Management Committee for a final and binding decision, consistent with this Agreement, to become effective immediately. The Central Labor Management Committee shall meet within 10 calendar days to hear the grievance.

Step 3. Failure of the Central Labor Management Committee to reach a decision shall constitute a basis for a submittal of the issue or question to the IBEW 6th District Vice President and the NECA Midwestern Region Executive Director for immediate final and binding resolution.

The time period set forth herein can be extended by mutual agreement of the parties in writing.

#### MANAGEMENT RIGHTS

The Unions understand the Employer is responsible for performing the work as required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement of the site local union and this 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 geographical jurisdictions contained in this agreement, 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 consistent with this agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause. The terms of this agreement shall prevail in areas of conflict between the Inside Collective Bargaining Agreement of the site Local Union and this agreement.

#### **SURETY BOND**

Each Employer having more than five employees working under the terms of this Agreement shall furnish a surety bond, or cash equivalent line of credit, in the amount of \$5,000.00 to secure payment of all amounts due on account of payroll and fund deduction, contribution, and reporting obligations of the Employer required by this Agreement. The bond or cash equivalent line of credit shall provide that it may not be terminated without 15 days prior written notice to the Central Labor Management Committee.

The Central Labor Management Committee shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond or cash equivalent line of credit directly to the affected employees and direct payments of delinquent fund contributions to the Trustees of the affected funds or to their designated agents.

#### SOURCES OF MANPOWER AND REFERRAL

Individuals, with or without prior experience in the electrical construction industry, may make application for the Construction Wireman/Construction Electrician classification in three ways:

- 1. Directly with the JATC or Local Union;
- May be directed to the JATC or Local Union through a participating contractor, or;
- May be directed to the JATC or Local Union as part of an organizing effort.

#### **CONSTRUCTION ELECTRICIAN REFERRAL PROCEDURE**

- 1. 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.
- 2. The Site Local Union shall be the sole and exclusive source of referral of applicants for employment.
- 3. The Employer shall have the right to reject any applicant for employment.
- 4. The Site Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.
- 5. The Local Unions 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.

#### **CONSTRUCTION ELECTRICIAN**

GROUP I. All applicants for employment who have 8,000 hours experience in the trade, are residents of the Site Local Union's geographical area, as described herein, constituting the normal construction labor market, have been certified as a Construction Electrician by a duly constituted Inside Construction Local Union of the I.B.E.W., or have been certified as a Construction Electrician by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least six months in the last four years in the Site Local Union's geographical area covered by the normal construction market as defined in the Inside Collective Bargaining Agreement of the referring Local Union.

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 8,000 hours experience in the trade and who have been certified as a Construction Electrician by a duly constituted Inside Construction Local Union of the I.B.E.W, or have been certified as a Construction Electrician by any Inside Joint Apprenticeship and Training Committee.

GROUP III. All other applicants for employment

6. If the registration list is exhausted and the Site 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".

- 7. The employer will promptly notify the Business Manager of the names, recommended classifications and social security numbers of such "temporary employee" and send the "temporary employee" to the Site Local Union for processing. The Local Union will then immediately refer those employees back to the recruiting employer with the appropriate classification. Any questions or disputes regarding this clause shall be referred to the Central Labor Management Committee.
- 8. "Resident" means a person who has maintained their permanent home in the above defined geographical area of the Site Local Union 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.
- 9. The Union shall maintain an Available for Work List, which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

#### **RE-REGISTRATION**

- 10. An applicant who has registered on the Available for Work must renew his application every 30 days or his name will be removed from the List.
- 11. An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.
- 12. Employers shall advise the Business Manager of the Site 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 applicants to the Employer by first referring applicants in Group I in the order of their place on the Available for Work List and then referring applicants in the same manner successively from the Available for Work List in Group II, and then Group III. Any applicant who is rejected by the Employer shall be returned to their appropriate place within their Group and shall be referred to other employment in accordance with the position of their Group and their place within their Group.

#### **EXCEPTIONS**

13. The only exceptions which shall be allowed in this order of referral are as follows:

#### **SKILLS**

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

#### APPEALS COMMITTEE

- 14. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.
- 15. 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 through 13 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.
- 16. 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.

#### REPEATED DISCHARGE

- 17. 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.
- 18. The neutral member of the Appeals Committee may, in his or her sole discretion:
  - a) Require the applicant to obtain further training from the JATC before again being eligible for referral.
  - 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;
  - c) Refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or restore the applicant to his/her appropriate place on the referral list.
- 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.

In the event there is a shortage of qualified applicants, the employers and the Local Union agree to participate in Job Fairs and Industry Nights to address the issue.

#### WAGES AND FRINGE BENEFITS

The minimum hourly rate of Wages and Benefits shall be as per attachments "A" and "B". Wages and Benefits for Inside and Residential Classifications who work under this agreement shall be paid in accordance with attachment "A".

Wages and Benefits for CW/CE's shall be paid in the following manner and in accordance with attachment "B".

1. Non-Resident Employees who are working on Portability and Employees

- referred from site Local Union shall be paid wages and benefits in accordance with the site Local Union's entry in attachment "B". (Non- Resident Employees on Portability are employees who are on portability with an employer who has a shop located outside the geographic jurisdiction of this agreement.)
- Resident Employees (those whose shop is located within the geographical jurisdiction of this Agreement) who are working on portability shall be paid wages and benefits in accordance with their home local union's entry in attachment "B".
- 3. Wages at the established rates specified herein shall be paid weekly in the shop or on the job at or before quitting time on any day Monday through Friday of each week, and no more than five (5) calendar days' pay will be withheld. The Employer may utilize alternative payroll procedures, i.e., electronic and/or automatic deposit. Employees laid off through no fault of their own shall be paid in full 1/2 hour prior to quitting time or if the employee is signed up for electronic transfer the money shall be transferred to his or her account within 24 hours. Employees who were discharged or voluntarily quit shall be paid their wages per the Site Local Union's agreement. Assessments or Penalties for late pay or non-payment of wages shall be as per the Site Local Inside Collective Bargaining Agreement. Holidays and vacations shall comply with the terms of the Site Local inside Collective Bargaining Agreement.

All contributions and deductions required by this agreement shall be forwarded to the Illinois and/or Central Illinois Chapters of the National Electrical Contractors Association, Inc., and received on or before the fifteenth (15<sup>th</sup>) 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 (15<sup>th</sup>) day following the end of each calendar month. Such funds shall include wages, local benefits, NEBF, NECA Service Charge (NECA members only), NLMCC, LLMCC (where applicable), and AMF.

This agreement is subject to a wage and benefit opener on February 1, 2016.

#### **CREW MIX AND RATIOS**

On all jobs covered by this Agreement, the crew mix can be supplemented by the employer with construction wiremen, construction electricians, apprentices, residential or Unindentured classifications as allowed in the Management Rights clause of this Agreement. There shall be a minimum ratio of one Inside Journeyman Wireman to every four (4) employees of different classification per jobsite. An Inside Journeyman Wireman is required on the project as the third (3rd) worker or when apprentices are used. The first (1st) worker must be an Inside Journeyman Wireman, Residential Wireman or a Construction Electrician. If additional crews are added the 1:4 ratio must be maintained. This ratio may be expanded by mutual agreement provided for with the variance request form attached to this agreement (Attachment "G").

#### CODE OF EXCELLENCE

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

#### **SAFETY**

- All Classifications other than Inside Journeyman Wireman shall not work on energized circuits of 250 volts AC or 250 Volts DC or respective higher voltages.
- 2. No employees shall be compelled to use a powder-actuated tool. Only qualified employees shall be permitted to use powder-actuated tools.
- 3. The Employer shall furnish all safety equipment.

#### **TRAINING**

The JATC from the home local union shall be responsible for all training of Construction Wireman Levels and Inside Wiremen upgrade training for Construction Electricians. Successful organizing in the area covered by this agreement, or in any IBEW Local Union, requires the full cooperation of all the JATC Committee Members, Directors, and Instructors. The Business Manager or Local Union Organizer is to be on the Apprenticeship Committee to insure there is full cooperation. All job-training assignments for Construction Wiremen shall be made by the Local Union Business Manager.

|       |       | Total Documented Experience (Including Both Previous and Program Accumulated) | Advancement  |  |  |  |  |  |
|-------|-------|---|--|--|--|--|--|--|
|       |       | ,   |  |  |  |  |  |  |
|       |       |   | Requirements for Movement to Next Level  |  |  |  |  |  |
|       | CW-1  | 0-2,000 Hours   | 2,000 Hours of Documented Experience   |  |  |  |  |  |
|       | CW-2  | 2,011 – 4,000 Hours   | 4,000 Hours of Documented Experience   |  |  |  |  |  |
| S     | CW-3  | 4,001 – 6,000 Hours   | 6,000 Hours of Documented Experience   |  |  |  |  |  |
| EVELS | CW-4  | 6,001 – 8,000 Hours   | 8,000 Hours of Documented Experience   |  |  |  |  |  |
| _     | CE-1* | 8,001 – 10,000 Hours  | 10,000 Hours of Documented Experience  |  |  |  |  |  |
|       | CE-2* | 10,001 – 12,000 Hours   | 12,000 Hours of Documented Experience  |  |  |  |  |  |
|       | CE-3* | 12,001 – 14,000 Hours   | 14,000 Hours of Documented Experience  |  |  |  |  |  |
|       |       |   | Must Pass Craft Certification Test Parts 1,2,3,4,5 & 6 (Class offered it test Failed or Requested)   |  |  |  |  |  |
|       | JIW   | 14,001  | No one will be advanced from Construction Electrician Classification to Journeyman Inside Wireman without:   |  |  |  |  |  |
|       |       |   | <ol> <li>Having a minimum of 14,000 hours of documented electrical construction experience;</li> <li>Having successfully taken the written and practical examinations of each level of the NJATC Craft Certification Program.</li> </ol> |  |  |  |  |  |

<sup>\*</sup> Must pass a practical hands-on examination mutually agreed to by the parties of this agreement. Any CW or CE may request all or part of the Craft Certification Test at anytime.

#### JOB REPORTING REQUIREMENTS

#### JOB REPORTING REQUIREMENTS

The employer shall use the "Regional Agreement Job Start Form" (Attachment E) to notify the site local union by fax or e-mail within 24 hours of starting a job, the job name and address, approximate duration and estimated manpower at peak.

When an employer is successful in securing work under the terms of this Agreement, the employer shall complete and forward a copy of the "Regional Agreement Tracking Form" (Attachment F) to the Site Local Union, the IBEW Sixth District Office and the NECA Midwestern Region Executive Director within 30 days of completion of the project. Employers delinquent in their reporting for a period of two (2) months may be assessed damages of up to \$2,500.00 for each month of delinquency.

#### CONTACT INFORMATION

Local 16 - Fax: (812) 867-9675; Email: paul16@ibewlocal16.com

Local 34 – Fax: (309) 673-4747; Email: pflynn@ibew34.org

Local 146 – Fax: (217) 877-5204; Email: shad@ibew146.com

Local 193 - Fax: (217) 544-0193; Email: ibew193@comcast.net

Local 197 - Fax: (309) 827-0197; Email: rich@ibew197.org

Local 309 - Fax: (618) 345-3810; Email electricians@ibew309

Local 538 - Fax: (217) 442-8048; Email ibew538@aol.com

Local 601 – Fax: (217) 352-9210; Email choss@ibew601.org

Local 649 - Fax: (618) 462-1653; Email cyancey@ibew649.org

Local 702 - Fax: (618) 932-2311; Email ibew702@ibew702.org

Local 725 - Fax: (812) 877-0250; Email unionhall@ibew725.org

Central Illinois Chapter - Fax: (309) 673-6322; Email: mark@ceilneca.org

Illinois Chapter - Fax: (217) 585- 9600; Email: billy@ilneca.org

IBEW 6<sup>th</sup> District – Fax: (630) 434-0508; Email: ivp06@ibew.org

NECA MW - Fax: (574) 387-4639; Email: mwneca@necanet.org

#### PORTABILITY OF MANPOWER

Portability of manpower for all work performed under the terms of this agreement shall be in accordance with the Portability of Manpower Memorandum of Understanding between IBEW Local Unions contained in "Attachment C".

#### 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 law.

## **SIGNATURE PAGE**

| Local Union 16  |  |
|-----------------|--|
| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |
|                 |  |
| Local Union 34  |  |
| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |
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| Local Union 146 |  |
| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |

## **SIGNATURE PAGE (CONTINUED)**

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| Local Union 197 |  |
| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |
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| Local Union 309 |  |
| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |

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| •               |  |
| Local Union 601 |  |
| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |
|                 |  |
| Local Union 649 |  |
| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |

## **SIGNATURE PAGE (CONTINUED)**

| Local Union 702 |  |
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| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |
|                 |  |
| Local Union 725 |  |
| Print Name      |  |
| Signature       |  |
| Title           |  |
| Date            |  |

# SIGNATURE PAGE (CONTINUED) Signed for the NECA CHAPTERS

| Central Illinois |  |
|------------------|--|
| Print Name       |  |
| Signature        |  |
| Title            |  |
| Date             |  |
|                  |  |
| Illinois         |  |
| Print Name       |  |
| Signature        |  |
| Title            |  |
| Date             |  |

## **ATTACHMENT "A" WAGES**

The minimum hourly rate of Wages and Benefits shall be as follows:

Inside Journeymen Wireman - First Shift Site Local Inside CBA Rate

Foreman - First Shift Site Local Inside CBA Rate

Residential - First Shift Site Residential CBA

Apprentice - First Shift Site Local Inside CBA Rate

## **ATTACHMENT "B"**

## CW/CE WAGES AND BENEFITS - LOCALS 16, 34, 146 and 193

| Local 16 |         |        |        | Loca   | I Pensior | n – 10.2% |           |        |            |        | LLMCC  |         |
|----------|---------|--------|--------|--------|-----------|-----------|-----------|--------|------------|--------|--------|---------|
|          | Wage    | H/W    | HRA    | NEBF   | Other     | DC        | Sub-Total | JATC   | NECA<br>SC | AMF    | NLMCC  | Total   |
| CE 3     | \$26.41 | \$6.10 | \$0.00 | \$0.80 | \$0.00    | \$2.69    | \$36.00   | \$0.26 | \$0.11     | \$0.00 | \$0.11 | \$36.48 |
| CE 2     | \$21.64 | \$6.10 | \$0.00 | \$0.65 | \$0.00    | \$2.21    | \$30.60   | \$0.22 | \$0.09     | \$0.00 | \$0.11 | \$31.02 |
| CE 1     | \$18.46 | \$6.10 | \$0.00 | \$0.56 | \$0.00    | \$1.88    | \$27.00   | \$0.18 | \$0.07     | \$0.00 | \$0.11 | \$27.36 |
| CW 4     | \$15.28 | \$6.10 | \$0.00 | \$0.46 | \$0.00    | \$1.56    | \$23.40   | \$0.15 | \$0.06     | \$0.00 | \$0.11 | \$23.72 |
| CW 3     | \$13.69 | \$6.10 | \$0.00 | \$0.41 | \$0.00    | \$1.40    | \$21.60   | \$0.14 | \$0.05     | \$0.00 | \$0.11 | \$21.90 |
| CW 2     | \$12.10 | \$6.10 | \$0.00 | \$0.37 | \$0.00    | \$1.23    | \$19.80   | \$0.12 | \$0.05     | \$0.00 | \$0.11 | \$20.08 |
| CW 1     | \$10.51 | \$6.10 | \$0.00 | \$0.32 | \$0.00    | \$1.07    | \$18.00   | \$0.11 | \$0.04     | \$0.00 | \$0.11 | \$18.26 |

| Local 034 |         |        |        | Lo     | cal Pens | ion – 10% |           |        |         |        | LLMCC  |         |
|-----------|---------|--------|--------|--------|----------|-----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other    | Pension   | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$27.70 | \$4.70 | \$0.00 | \$0.83 | \$0.00   | \$2.77    | \$36.00   | \$0.28 | \$0.11  | \$0.00 | \$0.11 | \$36.50 |
| CE 2      | \$22.92 | \$4.70 | \$0.00 | \$0.69 | \$0.00   | \$2.29    | \$30.60   | \$0.23 | \$0.09  | \$0.00 | \$0.11 | \$31.03 |
| CE 1      | \$19.73 | \$4.70 | \$0.00 | \$0.60 | \$0.00   | \$1.97    | \$27.00   | \$0.20 | \$0.08  | \$0.00 | \$0.11 | \$27.39 |
| CW 4      | \$16.55 | \$4.70 | \$0.00 | \$0.49 | \$0.00   | \$1.66    | \$23.40   | \$0.17 | \$0.07  | \$0.00 | \$0.11 | \$23.75 |
| CW 3      | \$14.96 | \$4.70 | \$0.00 | \$0.44 | \$0.00   | \$1.50    | \$21.60   | \$0.15 | \$0.06  | \$0.00 | \$0.11 | \$21.92 |
| CW 2      | \$13.36 | \$4.70 | \$0.00 | \$0.40 | \$0.00   | \$1.34    | \$19.80   | \$0.13 | \$0.05  | \$0.00 | \$0.11 | \$20.09 |
| CW 1      | \$11.77 | \$4.70 | \$0.00 | \$0.35 | \$0.00   | \$1.18    | \$18.00   | \$0.12 | \$0.05  | \$0.00 | \$0.11 | \$18.28 |

| Local 146 |         | I      | _ocal Pei | nsion – 1 | 2% (CW' | s – 4.01k) |           |        |         |        |        |         |
|-----------|---------|--------|-----------|-----------|---------|------------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA       | NEBF      | Other   | Pension    | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$27.13 | \$4.70 | \$0.10    | \$0.81    | \$0.00  | \$3.26     | \$36.00   | \$0.27 | \$0.11  | \$0.00 | \$0.01 | \$36.39 |
| CE 2      | \$22.43 | \$4.70 | \$0.10    | \$0.68    | \$0.00  | \$2.69     | \$30.60   | \$0.22 | \$0.09  | \$0.00 | \$0.01 | \$30.92 |
| CE 1      | \$19.30 | \$4.70 | \$0.10    | \$0.58    | \$0.00  | \$2.32     | \$27.00   | \$0.19 | \$0.08  | \$0.00 | \$0.01 | \$27.28 |
| CW 4      | \$16.17 | \$4.70 | \$0.10    | \$0.49    | \$0.00  | \$1.94     | \$23.40   | \$0.16 | \$0.06  | \$0.00 | \$0.01 | \$23.63 |
| CW 3      | \$14.61 | \$4.70 | \$0.10    | \$0.44    | \$0.00  | \$1.75     | \$21.60   | \$0.15 | \$0.06  | \$0.00 | \$0.01 | \$21.82 |
| CW 2      | \$13.04 | \$4.70 | \$0.10    | \$0.40    | \$0.00  | \$1.56     | \$19.80   | \$0.13 | \$0.05  | \$0.00 | \$0.01 | \$19.99 |
| CW 1      | \$11.48 | \$4.70 | \$0.10    | \$0.34    | \$0.00  | \$1.38     | \$18.00   | \$0.11 | \$0.05  | \$0.00 | \$0.01 | \$18.17 |

| Local 193 |         |        |        | Lo     | cal Pens | ion – 10% |           |        |         |        |        |         |
|-----------|---------|--------|--------|--------|----------|-----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other    | Pension   | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$27.70 | \$4.70 | \$0.00 | \$0.83 | \$0.00   | \$2.77    | \$36.00   | \$0.28 | \$0.11  | \$0.00 | \$0.01 | \$36.40 |
| CE 2      | \$22.92 | \$4.70 | \$0.00 | \$0.69 | \$0.00   | \$2.29    | \$30.60   | \$0.23 | \$0.09  | \$0.00 | \$0.01 | \$30.93 |
| CE 1      | \$19.73 | \$4.70 | \$0.00 | \$0.60 | \$0.00   | \$1.97    | \$27.00   | \$0.20 | \$0.08  | \$0.00 | \$0.01 | \$27.29 |
| CW 4      | \$16.55 | \$4.70 | \$0.00 | \$0.49 | \$0.00   | \$1.66    | \$23.40   | \$0.17 | \$0.07  | \$0.00 | \$0.01 | \$23.65 |
| CW 3      | \$14.96 | \$4.70 | \$0.00 | \$0.44 | \$0.00   | \$1.50    | \$21.60   | \$0.15 | \$0.06  | \$0.00 | \$0.01 | \$21.82 |
| CW 2      | \$13.36 | \$4.70 | \$0.00 | \$0.40 | \$0.00   | \$1.34    | \$19.80   | \$0.13 | \$0.05  | \$0.00 | \$0.01 | \$19.99 |
| CW 1      | \$12.91 | \$4.70 | \$0.00 | \$0.39 | \$0.00   | \$0.00    | \$18.00   | \$0.13 | \$0.05  | \$0.00 | \$0.01 | \$18.19 |

## **ATTACHMENT "B"**

## CW/CE WAGES AND BENEFITS - LOCALS 197, 309, 538 and 601

| Local 197 |         |        |        | Lo     | cal Pens | ion – 10% |           |        |         |        |        |         |
|-----------|---------|--------|--------|--------|----------|-----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other    | Pension   | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$27.70 | \$4.70 | \$0.00 | \$0.83 | \$0.00   | \$2.77    | \$36.00   | \$0.28 | \$0.11  | \$0.00 | \$0.01 | \$36.40 |
| CE 2      | \$22.92 | \$4.70 | \$0.00 | \$0.69 | \$0.00   | \$2.29    | \$30.60   | \$0.23 | \$0.09  | \$0.00 | \$0.01 | \$30.93 |
| CE 1      | \$19.73 | \$4.70 | \$0.00 | \$0.60 | \$0.00   | \$1.97    | \$27.00   | \$0.20 | \$0.08  | \$0.00 | \$0.01 | \$27.29 |
| CW 4      | \$16.55 | \$4.70 | \$0.00 | \$0.49 | \$0.00   | \$1.66    | \$23.40   | \$0.17 | \$0.07  | \$0.00 | \$0.01 | \$23.65 |
| CW 3      | \$14.96 | \$4.70 | \$0.00 | \$0.44 | \$0.00   | \$1.50    | \$21.60   | \$0.15 | \$0.06  | \$0.00 | \$0.01 | \$21.82 |
| CW 2      | \$13.36 | \$4.70 | \$0.00 | \$0.40 | \$0.00   | \$1.34    | \$19.80   | \$0.13 | \$0.05  | \$0.00 | \$0.01 | \$19.99 |
| CW 1      | \$11.77 | \$4.70 | \$0.00 | \$0.35 | \$0.00   | \$1.18    | \$18.00   | \$0.12 | \$0.05  | \$0.00 | \$0.01 | \$18.18 |

| Local 309 |         |        |        | Lo     | cal Pens | ion – 10% |           |        |         |        | LLMCC  |         |
|-----------|---------|--------|--------|--------|----------|-----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other    | Pension   | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$28.63 | \$3.65 | \$0.00 | \$0.86 | \$0.00   | \$2.86    | \$36.00   | \$0.29 | \$0.11  | \$0.00 | \$0.11 | \$36.51 |
| CE 2      | \$23.85 | \$3.65 | \$0.00 | \$0.71 | \$0.00   | \$2.39    | \$30.60   | \$0.24 | \$0.10  | \$0.00 | \$0.11 | \$31.05 |
| CE 1      | \$20.66 | \$3.65 | \$0.00 | \$0.62 | \$0.00   | \$2.07    | \$27.00   | \$0.21 | \$0.08  | \$0.00 | \$0.11 | \$27.40 |
| CW 4      | \$17.48 | \$3.65 | \$0.00 | \$0.52 | \$0.00   | \$1.75    | \$23.40   | \$0.17 | \$0.07  | \$0.00 | \$0.11 | \$23.75 |
| CW 3      | \$15.88 | \$3.65 | \$0.00 | \$0.48 | \$0.00   | \$1.59    | \$21.60   | \$0.16 | \$0.06  | \$0.00 | \$0.11 | \$21.93 |
| CW 2      | \$14.29 | \$3.65 | \$0.00 | \$0.43 | \$0.00   | \$1.43    | \$19.80   | \$0.14 | \$0.06  | \$0.00 | \$0.11 | \$20.11 |
| CW 1      | \$12.70 | \$3.65 | \$0.00 | \$0.38 | \$0.00   | \$1.27    | \$18.00   | \$0.13 | \$0.05  | \$0.00 | \$0.11 | \$18.29 |

| Local 538 |         |        |        | Lo     | cal Pensi | on – 10% |           |        |         |        | LLMCC  |         |
|-----------|---------|--------|--------|--------|-----------|----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other     | 4.01k    | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$27.61 | \$4.70 | \$0.10 | \$0.83 | \$0.00    | \$2.76   | \$36.00   | \$0.28 | \$0.11  | \$0.00 | \$0.11 | \$36.50 |
| CE 2      | \$22.83 | \$4.70 | \$0.10 | \$0.69 | \$0.00    | \$2.28   | \$30.60   | \$0.23 | \$0.09  | \$0.00 | \$0.11 | \$31.03 |
| CE 1      | \$19.65 | \$4.70 | \$0.10 | \$0.58 | \$0.00    | \$1.97   | \$27.00   | \$0.20 | \$0.08  | \$0.00 | \$0.11 | \$27.39 |
| CW 4      | \$16.46 | \$4.70 | \$0.10 | \$0.49 | \$0.00    | \$1.65   | \$23.40   | \$0.16 | \$0.07  | \$0.00 | \$0.11 | \$23.74 |
| CW 3      | \$14.87 | \$4.70 | \$0.10 | \$0.44 | \$0.00    | \$1.49   | \$21.60   | \$0.15 | \$0.06  | \$0.00 | \$0.11 | \$21.92 |
| CW 2      | \$13.27 | \$4.70 | \$0.10 | \$0.40 | \$0.00    | \$1.33   | \$19.80   | \$0.13 | \$0.05  | \$0.00 | \$0.11 | \$20.09 |
| CW 1      | \$11.68 | \$4.70 | \$0.10 | \$0.35 | \$0.00    | \$1.17   | \$18.00   | \$0.12 | \$0.05  | \$0.00 | \$0.11 | \$18.28 |

| Local 601 |         |        |        | Lo     | cal Pensi | on – 10% |           |        |         |        | LLMCC  |         |
|-----------|---------|--------|--------|--------|-----------|----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other     | 4.01k    | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$27.61 | \$4.70 | \$0.10 | \$0.83 | \$0.00    | \$2.76   | \$36.00   | \$0.28 | \$0.11  | \$0.00 | \$0.11 | \$36.50 |
| CE 2      | \$22.83 | \$4.70 | \$0.10 | \$0.69 | \$0.00    | \$2.28   | \$30.60   | \$0.23 | \$0.09  | \$0.00 | \$0.11 | \$31.03 |
| CE 1      | \$19.65 | \$4.70 | \$0.10 | \$0.58 | \$0.00    | \$1.97   | \$27.00   | \$0.20 | \$0.08  | \$0.00 | \$0.11 | \$27.39 |
| CW 4      | \$16.46 | \$4.70 | \$0.10 | \$0.49 | \$0.00    | \$1.65   | \$23.40   | \$0.16 | \$0.07  | \$0.00 | \$0.11 | \$23.74 |
| CW 3      | \$14.87 | \$4.70 | \$0.10 | \$0.44 | \$0.00    | \$1.49   | \$21.60   | \$0.15 | \$0.06  | \$0.00 | \$0.11 | \$21.92 |
| CW 2      | \$13.27 | \$4.70 | \$0.10 | \$0.40 | \$0.00    | \$1.33   | \$19.80   | \$0.13 | \$0.05  | \$0.00 | \$0.11 | \$20.09 |
| CW 1      | \$11.68 | \$4.70 | \$0.10 | \$0.35 | \$0.00    | \$1.17   | \$18.00   | \$0.12 | \$0.05  | \$0.00 | \$0.11 | \$18.28 |

## **ATTACHMENT "B"**

## CW/CE WAGES AND BENEFITS - LOCALS 649, 702 and 725

| Local 649 |         |        |        | Lo     | cal Pens | ion – 10% |           |        |         |        |        |         |
|-----------|---------|--------|--------|--------|----------|-----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other    | Pension   | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$25.37 | \$8.60 | \$0.00 | \$0.76 | \$0.00   | \$1.27    | \$36.00   | \$0.25 | \$0.10  | \$0.00 | \$0.01 | \$36.36 |
| CE 2      | \$20.37 | \$8.60 | \$0.00 | \$0.61 | \$0.00   | \$1.02    | \$30.60   | \$0.20 | \$0.08  | \$0.00 | \$0.01 | \$30.89 |
| CE 1      | \$17.04 | \$8.60 | \$0.00 | \$0.51 | \$0.00   | \$0.85    | \$27.00   | \$0.17 | \$0.07  | \$0.00 | \$0.01 | \$27.25 |
| CW 4      | \$13.70 | \$8.60 | \$0.00 | \$0.41 | \$0.00   | \$0.69    | \$23.40   | \$0.14 | \$0.05  | \$0.00 | \$0.01 | \$23.60 |
| CW 3      | \$12.04 | \$8.60 | \$0.00 | \$0.36 | \$0.00   | \$0.60    | \$21.60   | \$0.12 | \$0.05  | \$0.00 | \$0.01 | \$21.78 |
| CW 2      | \$10.37 | \$8.60 | \$0.00 | \$0.31 | \$0.00   | \$0.52    | \$19.80   | \$0.10 | \$0.04  | \$0.00 | \$0.01 | \$19.95 |
| CW 1      | \$8.70  | \$8.60 | \$0.00 | \$0.26 | \$0.00   | \$0.44    | \$18.00   | \$0.09 | \$0.03  | \$0.00 | \$0.01 | \$18.13 |

| Local 702 |         |        |        | Lo     | cal Pens | ion – 10% |           |        |         |        | LLMCC  |         |
|-----------|---------|--------|--------|--------|----------|-----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other    | Pension   | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$27.50 | \$4.70 | \$0.50 | \$0.82 | \$0.55   | \$1.93    | \$36.00   | \$0.28 | \$0.11  | \$0.00 | \$0.11 | \$36.50 |
| CE 2      | \$22.68 | \$4.70 | \$0.50 | \$0.68 | \$0.45   | \$1.59    | \$30.60   | \$0.23 | \$0.09  | \$0.00 | \$0.11 | \$31.03 |
| CE 1      | \$19.46 | \$4.70 | \$0.50 | \$0.59 | \$0.39   | \$1.36    | \$27.00   | \$0.19 | \$0.08  | \$0.00 | \$0.11 | \$27.38 |
| CW 4      | \$16.25 | \$4.70 | \$0.50 | \$0.48 | \$0.33   | \$1.14    | \$23.40   | \$0.16 | \$0.07  | \$0.00 | \$0.11 | \$23.74 |
| CW 3      | \$14.64 | \$4.70 | \$0.50 | \$0.45 | \$0.29   | \$1.02    | \$21.60   | \$0.15 | \$0.06  | \$0.00 | \$0.11 | \$21.92 |
| CW 2      | \$13.04 | \$4.70 | \$0.50 | \$0.39 | \$0.26   | \$0.91    | \$19.80   | \$0.13 | \$0.05  | \$0.00 | \$0.11 | \$20.09 |
| CW 1      | \$11.43 | \$4.70 | \$0.50 | \$0.34 | \$0.23   | \$0.80    | \$18.00   | \$0.11 | \$0.05  | \$0.00 | \$0.11 | \$18.27 |

| Local 725 |         |        |        | Lo     | cal Pens | ion – 10% |           |        |         |        | LLMCC  |         |
|-----------|---------|--------|--------|--------|----------|-----------|-----------|--------|---------|--------|--------|---------|
|           | Wage    | H/W    | HRA    | NEBF   | Other    | Pension   | Sub-Total | JATC   | NECA SC | AMF    | NLMCC  | Total   |
| CE 3      | \$27.84 | \$4.70 | \$0.40 | \$0.83 | \$0.00   | \$2.23    | \$36.00   | \$0.28 | \$0.11  | \$0.00 | \$0.11 | \$36.50 |
| CE 2      | \$22.97 | \$4.70 | \$0.40 | \$0.69 | \$0.00   | \$1.84    | \$30.60   | \$0.23 | \$0.09  | \$0.00 | \$0.11 | \$31.03 |
| CE 1      | \$19.73 | \$4.70 | \$0.40 | \$0.59 | \$0.00   | \$1.58    | \$27.00   | \$0.20 | \$0.08  | \$0.00 | \$0.11 | \$27.39 |
| CW 4      | \$16.49 | \$4.70 | \$0.40 | \$0.49 | \$0.00   | \$1.32    | \$23.40   | \$0.16 | \$0.07  | \$0.00 | \$0.11 | \$23.74 |
| CW 3      | \$14.86 | \$4.70 | \$0.40 | \$0.45 | \$0.00   | \$1.19    | \$21.60   | \$0.15 | \$0.06  | \$0.00 | \$0.11 | \$21.92 |
| CW 2      | \$13.24 | \$4.70 | \$0.40 | \$0.40 | \$0.00   | \$1.06    | \$19.80   | \$0.13 | \$0.05  | \$0.00 | \$0.11 | \$20.09 |
| CW 1      | \$11.62 | \$4.70 | \$0.40 | \$0.35 | \$0.00   | \$0.93    | \$18.00   | \$0.12 | \$0.05  | \$0.00 | \$0.11 | \$18.28 |

#### ATTACHMENT "C"

#### PORTABILITY OF MANPOWER

#### MEMORANDUM OF UNDERSTANDING BETWEEN IBEW LOCAL UNIONS

Any Local Union signatory to this Memorandum of Understanding for the Portability of Manpower agrees to the following:

- 1. Any Employer signatory to an IBEW Inside Collective Bargaining Agreement with the site Local Union and signatory to the South-Central Illinois Regional Agreement will be entitled to unlimited Portability of Manpower throughout the geographic jurisdiction covered by the Local Unions signatory South-Central Illinois Regional Agreement and this Memorandum provided the work being performed is contained in the scope of South-Central Illinois Regional Agreement.
- 2. Any Local Union becoming signatory to this Memorandum will remain signatory for a period of at least 2 (two) years.
- Any Employer successfully bidding a job while a Local Union is signatory to this Memorandum will be afforded all rights contained in paragraph 1 until the job is completed.
- 4. The employer shall notify the site local union by fax or e-mail within 24 hours of starting a job. The notification shall include the job address, approximate duration, estimated manpower at peak, names of employees, and classification of all employees working under portability. Employers who fail to comply with this notification, shall face the following damages: First offense written warning, second offense \$500.00 damages, third offense \$1,000.00 damages and loss of portability rights for a period of one (1) year. Damages may be supplemented or replaced with suspension of portability rights.
- 5. The Local Union Business Managers who are party to this agreement shall meet semi-annually to review this portability agreement. If in the opinion of 60% of the Business Managers signatory to this memorandum any Employer has violated the purpose of this memorandum, they may suspend all portability rights under this memorandum of the violating employer for a

- period not to exceed 1 (one) year with approval of the 6th District Office.
- 6. The Business Managers signatory to this memorandum, by a 60% majority vote, shall a have the option of amending and or canceling this memorandum, with approval of the Sixth District Office, with a 60 (sixty) days' notice to all employers signatory to South-Central Illinois Regional Agreement and all Local Unions signatory to this memorandum with approval of the 6th District Vice President. All jobs successfully bid prior to amending or canceling this memorandum will be afforded all rights contained in paragraph 1 until the job is completed.
- 7. Any Local Union may withdraw from this memorandum after the minimum time frame contained in paragraph 2 with a sixty (60) day notice to all Local Unions signatory to this memorandum and all employers signatory to the South-Central Illinois Regional Agreement. All jobs successfully bid prior to the effective date of withdrawal from this memorandum will be afforded all rights contained in paragraph 1 until the job is completed in the jurisdiction of the withdrawing Local Union.

#### **ATTACHMENT "D"**

## USING CW/CE ON WORK OUTSIDE THE SCOPE MEMORANDUM OF UNDERSTANDING

Any local union signatory to this memorandum of understanding agrees to the following:

- These provisions only apply to a contractor and CE/CW when working in their home local. This provision cannot be used for portability absent mutual consent.
- 2. If work covered in the Market Recovery Agreement Scope is not available, then Employers will be allowed to use CE/CW's on any non-industrial job in the regular apprentice ratio contained in the Inside CBA. All prevailing wage work is excluded from this Memorandum. A CE/CW cannot displace an apprentice wireman and this can only be used as a temporary measure to give a CE/CW employment until Market Recovery Work becomes available.
- 3. Any Local becoming signatory to this Memorandum, must remain signatory for a two (2) year period.
- 4. The Local Union Business Managers signatory to this Memorandum shall meet semi-annually to review the memorandum. In the event 60% of the Business Managers find an employer has violated the intent of this Memorandum, they can suspend the violating employer's rights to use this Memorandum for a period not to exceed one (1) year.
- 5. The Local Union Business Managers signatory to this Memorandum, with a 60% majority vote may amend or cancel this Memorandum, with the 6th District Vice-Presidents approval, with a sixty (60) day written notice to the employer's signatory to the Market Recovery Agreement and all Local Unions signatory to this Memorandum.
- 6. Any Local Union may withdraw from this Memorandum after the minimum time frame contained in paragraph 3 with a sixty (60) day written notice to the employer's signatory to the Market Recovery Agreement and all Local Unions signatory to this Memorandum.
- 7. On all jobs exceeding one (1) day duration, the Employer shall notify the

Local Union when they will be using this provision, in writing or by fax. The notification shall include the location of the job, the names and classifications of the employees used in this manner. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein. Failure to notify the Union will result in the same damages contained in the Portability MOU.

#### REPORT FORM INSTRUCTIONS

All forms and the Agreement are available online. To access the Job Start Form, Tracking Form, Variance Request Form and the Letter of Assent click on the link below or copy the link and paste it into your Internet browser. All forms should be downloaded to your own computer and completed locally.

Link: www.necanet.org/MWRegionNECA

All forms should be completed in their entirety. Each sheet contains its own instructions. Carefully read and follow the instructions for each form. It is the Employer's responsibility to complete and submit all information to the proper parties including the site Local Union, the site NECA Chapter, the IBEW 6<sup>th</sup> District office and the Midwestern Region NECA office.

#### ATTACHMENT "E" - JOB START FORM

#### **REGIONAL AGREEMENT JOB START FORM**

#### JOB REPORTING REQUIREMENTS

The employer shall notify the site local union by fax or e-mail within 24 hours of starting a job, the job name and address, approximate duration and estimated manpower at peak.

#### **Project Name:**

Click here to enter text.

#### Project Location:

Address: Click here to enter text.

City: Click here to enter text.

State: Click here to enter text.

Zip code: Click here to enter text.

Approximate Start Dates: Click here to enter text.

Approximate Duration of Job: Click here to enter text.

#### Estimated Number of Workers at Peak:

JW: Click here to enter text. Apprentices: Click here to enter text.

CW: Click here to enter text. CE: Click here to enter text.

Estimated Man-hours:

JW: Click here to enter text. Apprentices: Click here to enter text.

CW: Click here to enter text. CE: Click here to enter text.

Additional Information:

Site Local Union: Click here to enter text. Date Submitted: Click here to enter text.

Contractor: Click here to enter text. Name: Click here to enter text.

Email: Click here to enter text.

#### Form Return Information:

Save form locally and return copies to Site Local Union and Site NECA Chapter. Also send copies by Email or Fax to IBEW Sixth District and the Midwestern Region, NECA.

IBEW 6<sup>th</sup> District Information: ivp06@ibew.org or (630) 434-0508

MW Region NECA Information: mwneca@necanet.org or (574) 387-4639

SCIRA JSF – JANUARY 2015

#### ATTACHMENT "F" - JOB TRACKING FORM

#### REGIONAL AGREEMENT TRACKING FORM

JOB REPORTING REQUIREMENTS

When an employer is successful in securing work under the terms of this Agreement, the employer shall complete and forward copies of the Regional Agreement Tracking Form (Attachment F) to the Site Local Union, the IBEW Sixth District Office and the Midwestern Region NECA office within 30 days of completion of the project.

#### Project Information:

Name of Project: Click here to enter text.

Project Address: Click here to enter text.

Project City and Zip code: Click here to enter text.

Contractor Awarded Project: Click here to enter text.

Employer's Home Local: Click here to enter text.

Start Date: Click here to enter text.

Completion Date (Estimated): Click here to enter text.

#### Manpower Information:

#### Number of Workers used at Peak:

JW: Click here to enter text. Apprentices: Click here to enter text.

CW: Click here to enter text.

CE: Click here to enter text.

RA: Click here to enter text.

UW: Click here to enter text.

#### Total Bargaining Unit Man-hours Worked On This Project:

Total Hours: Click here to enter text. Hours Source: Click here to enter text.

#### Additional Information:

Name of Person Completing This Report: Click here to enter text.

Title: Click here to enter text.

Email: Click here to enter text.

Date Submitted: Click here to enter text.

Local Union Jurisdiction Where Project is Located: Click here to enter text.

#### Form Return Information:

Save form locally and return copies to Site Local Union and Site NECA Chapter. Also send copies by Email or Fax to IBEW Sixth District and the Midwestern Region, NECA.

IBEW 6<sup>th</sup> District Information: ivp06@ibew.org or (630) 434-0508

MW Region NECA Information: mwneca@necanet.org or (574) 387-4639

SCIRA VFR - JANUARY 2015

#### **ATTACHMENT "G"**

#### **VARIANCE REQUEST REQUIREMENTS**

If a signatory employer has the opportunity to secure work that exceeds the limitations contained in the scope or terms of this Agreement that could lead to more Employment opportunities for the employees covered by this Agreement, a variance may be requested as outlined.

It shall be the responsibility of the employer to contact the Site Chapter Manager having jurisdiction of the project to request or inquire about all variances. All variance requests shall be submitted in writing prior to bid date. The Business Manager must grant or deny all such requests for variances to the site Chapter Manager within 24 hours of receiving such request. It is the responsibility of the site Chapter Manager to notify all contractors of such approval or denial. Variance denials may be subject to review by the IBEW 6<sup>th</sup> District International Vice-President and the NECA Midwestern Region Executive Director. There must be at least one non-signatory electrical bidder on any project subject to a variance. Any employer securing a project without having requested and received an approved variance shall be bound by all terms and conditions of the site Local Union's Inside Collective Bargaining Agreement.

#### ATTACHMENT "G" - VARIANCE REQUEST FORM

#### REGIONAL AGREEMENT VARIANCE REQUEST FORM

JOB REPORTING REQUIREMENTS

Variances may be granted by the site local union Business Manager to include projects that are in the jurisdiction of the site local union and are not covered by this Scope or Geographic Jurisdiction. It shall be the responsibility of the employer to contact the Site Chapter Manager having jurisdiction of the project to request or inquire about all variances. All variance requests shall be submitted in writing <a href="PRIOR">PRIOR</a> to bid date. The Business Manager must grant or deny all such requests for variances to the site Chapter Manager within 24 hours of receiving such request. It is the responsibility of the site Chapter Manager to notify all contractors of such approval or denial. There must be at least one non-signatory electrical bidder on any project requesting a variance.

Name of Project: Click here to enter text. Open Shop Competition: Click here to enter text.

Project Address: Click here to enter text.

Type of Project: Click here to enter text.

Project City: Click here to enter text.

Project State: Click here to enter text.

Total Square Footage: Click here to enter text. Approximate Man-hours: Click here to enter text.

Requesting Contractor: Click here to enter text. Requestor's Name: Click here to enter text.

Requestor's Telephone: Click here to enter text. Email: Click here to enter text.

Additional Comments: Click here to enter text. Date and Time Submitted: Click here to enter text.

Estimated Number of Workers at Peak:

JW: Click here to enter text. Apprentices: Click here to enter text.

CW: Click here to enter text.

CE: Click here to enter text.

RA: Click here to enter text.

UW: Click here to enter text.

#### **SITE LOCAL RESPONSE:**

Site local Union: Click here to enter text.

Site Local Union Business Manager: Click here to enter text.

Response Date: Click here to enter text. Approved/Denied: Click here to enter text.

**Business Manager Comment:** Click here to enter text.

#### Form Return Information:

Save form locally and return copies to Site Local Union and Site NECA Chapter. Also send copies by Email or Fax to IBEW Sixth District and the Midwestern Region, NECA.

IBEW 6<sup>th</sup> District Information: ivp06@ibew.org or (630) 434-0508

MW Region NECA Information: mwneca@necanet.org or (574) 387-4639

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#### **QUESTIONS and ANSWERS**

- The agreement includes Local jurisdictions that include counties in Indiana.
   May work be performed under the terms and conditions contained in the SCIRA in those Indiana counties? This agreement is intended for work only in Illinois counties.
- The Scope indicates Commercial work of 10,000 square feet or less. Is this
  square footage the footprint of the building or total square footage? The
  Scope is "total" square footage unless expanded by local parties or by the
  Variance procedure.
- 3. What is the definition of "Commercial"? Commercial work includes all non-Industrial work.
- 4. If work opportunities, complying with the 10,000 square foot Scope, exist within an existing facility that is larger than 10,000 square feet, may an Employer use the SCIRA?
  - a. Example 1: A strip mall is approximately 70,000 square feet in total size and ready for tenant finish. Some of the tenant finish facilities are less than 10,000 square feet. May the agreement be used for the "tenant finish" in these "buildings"? Yes
  - b. Example 2: An individual entity remodel, such as a medical office in a large building, is available for bid that falls within the 10,000 square feet Scope. May the SCIRA be used for this remodel work? This scenario, as described would be included.
- If Residential work exceeds 10,000 square feet, is that work included? Any
  work contained in the Residential Scope is included regardless of square
  footage.
- 6. The Agreement takes effect on jobs bid after February 1, 2015. Does this mean bids submitted <u>or</u> awarded after February 1<sup>st</sup>? The intent of the agreement is not to use its terms on work that has already begun. Any work beginning on or after February 1<sup>st</sup> may be subject to its terms.

- 7. Does SCIRA's \$5,000 bond requirement prevail over the requirement for a local bond? The Agreement states: "All provisions of the Inside Collective Bargaining Agreement shall apply unless modified herein" and "The terms of this agreement shall prevail in areas of conflict between the Inside Collective Bargaining Agreement of the site Local Union and this agreement", therefore SCIRA's bonding requirement prevails for all work performed under the SCIRA Scope.
- 8. Wages and Benefits for Construction Electricians and Construction Wiremen are contained in "Attachment B". What is the procedure for modifying a Local Union's wage package required by benefit adjustments prior to the Expiration Date? The Central Labor-Management Committee would address these changes and make adjustments accordingly. If the parties cannot agree the issue(s) would be submitted to the 6<sup>th</sup> District International Vice-president and NECA Midwestern Region Executive Director for final resolution.
- 9. When a SCIRA CW/CE works outside of their home local union's jurisdiction, how are the wages and benefits paid? The wages and benefits "follow the man" and are paid according to the base local union's wage package listed in Attachment "B". Working dues are paid to the site local union and any applicable JATC contributions are paid to the site JATC. The NLMCC and LLMCC contributions, NECA Service Charges and Administrative Maintenance Fund contributions are paid to the site NECA Chapter.
- 10. If a Residential Wireman is the first person on the project, does this alleviate the requirement of having a Journeyman Wireman be the third (3<sup>rd</sup>) person? No, if a Journeyman Wireman is not the first (1<sup>st</sup>) or second (2<sup>nd</sup>) person on the project, the Agreement requires the third (3<sup>rd</sup>) person be a Journeyman Wireman.
- 11. Does the Inside Collective Bargaining Agreement Foreman ratio apply to the SCIRA crew? The site local's Foreman requirement would determine the assignment of a Foreman after the initial five (5) person crew has been assigned to the project.

- 12. "Attachment C" addresses portability of manpower. Does this supersede the National Agreement on Portability? The Agreement permits total portability of crews when the project is performed under the conditions of the SCIRA. This includes portability of Journeyman Wiremen regardless if their numbers exceed the two (2) or four (4) permitted by National Portability on other non-SCIRA work.
- 13. The Construction Electricians and Construction Wiremen advance in classification and pay status by accumulating work-hours and/or class certification tests. What will be the method of tracking their work-hours? The local union shall maintain work history of the Construction Wiremen and Construction Electricians.
- 14. Are Construction Wiremen and Construction Electricians considered members of the "Bargaining Unit" as referenced by the Collective Bargaining Agreements? Yes
- 15. Is Service Work included and if so is a Job Start Notice required? The Employer should complete a Job Start Form for "general service work" and in addition complete and submit the Monthly Job Reporting Form.
- 16. Are Job Start Notices required when moving Construction Wiremen and Construction Electricians around to different jobs? If the jobs have been properly reported there is no need for further notification.

## LETTER OF ASSENT - A SOUTH-CENTRAL ILLINOIS REGIONAL AGREEMENT

In signing this letter of assent, the undersigned firm does hereby authorize the <sup>1</sup>Central Illinois Chapter of NECA, and the Illinois Chapter of NECA, as its collective bargaining representative for all matters contained in or pertaining to the current and any subsequent approved <sup>2</sup>South-Central Illinois Regional Agreement between the <sup>1</sup>Central Illinois Chapter of NECA, and the Illinois Chapter of NECA and <sup>3</sup>Local Unions 16, 34, 146, 193, 197, 309, 538, 601, 649, 702, and 725 IBEW, or any subsequently signed Local Unions of the IBEW.

In doing so, the undersigned firm agrees to comply with, and be bound by, all of the provisions contained in said current and subsequent labor agreements. This authorization, in compliance with the current approved labor agreement, shall become effective on the 4 \_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_. It shall remain in effect until terminated by the undersigned employer giving written notice to the 1-Central Illinois Chapter of NECA, and the Illinois Chapter of NECA, and to the local unions at least one hundred fifty (150) days prior to the then current anniversary date of the applicable approved labor agreement.

The employer agrees that if a majority of its employees authorize the Local Union to represent them in collective bargaining, the Employer will recognize the Local Union as the NLRA Section 9 (a) collective bargaining agent for all employees performing electrical construction work within the jurisdiction of the Local Union on all present and future jobsites.

In accordance with orders issued by the United States District Court for the District of Maryland on October 10, 1980, in Civil Action HM-77-1302, if the undersigned employer is not a member of the National Electrical Contractors Association, this letter of assent shall not bind the parties to any provision in the above-mentioned agreement requiring payment into the National Electrical Industry Fund, unless the orders of the court shall be stayed, reversed on appeal, or otherwise nullified.

| S Name of Firm                                       |  |
|--|--|
| Street Address/P.O. Box Number                       |  |
| City, State (Abbr.), Zip Code                        |  |
| <sup>6</sup> Federal Employer Identification Number: |  |
| Signed for the Employer                              | Signed for the Union <sup>3</sup> <u>16, 34, 146, 193, 197, 309, 538, 601</u> <u>702, and 725</u> IBEW |
| By <sup>7</sup>                                      | By <sup>7</sup>  |
| Name *   | Name *   |
| Title/Date   | Title/Date   |
|  | LOCAL UNION  |

INSTRUCTIONS (All items must be completed in order for assent to be processed.)

#### **\*NAME OF CHAPTER OR ASSOCIATION**

Insert full name of NECA Chapter or Contractors Association involved

#### <sup>2</sup>TYPE OF AGREEMENT

Insert type of agreement. Example: Inside, Outside Utility, Outside Commercial, Outside Telephone, Residential, Motor Shop, Sign, Tree Trimming, etc. The Local Union must obtain a separate assent to each Agreement the employer is assenting to.

#### 3LOCAL UNION

Insert Local Union Numbers.

#### 4EFFECTIVE DATE

Insert date that the assent for this employer becomes effective. Do not use agreement date unless that is to be the effective date of this Assent.

#### SEMPLOYERS NAME AND ADDRESS

Print or type Company name & address

#### FEDERAL EMPLOYER IDENTIFICATION NO.

Insert the identification number, which must appear on all forms filed by the employer with the Internal Revenue Service.

#### 7SIGNATURES

#### SIGNER'S NAME

Print or type the name of the person signing the Letter of Assent. International Office copy must contain actual signatures – not reproduced-of a Company representative as well as a Local Union officer.

A MINIMUM OF <u>SIX</u> ORIGINALLY SIGNED COPIES OF THE JOINTLY SIGNED ASSENTS MUST BE SENT TO THE 6<sup>th</sup> DISTRICT OFFICE FOR PROCESSING. AFTER APPROVAL, THE IBEW 6<sup>th</sup> DISTRICT OFFICE WILL RETAIN ONE COPY. FORWARD ONE COPY EACH TO THE INTERNATIONAL OFFICE, THE EMPLOYER, THE LOCAL UNION OFFICE WHERE THE EMPLOYER IS DOMICILED, THE LOCAL NECA CHAPTER AND THE MIDWESTERN REGION NECA.