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Labor Relations Bulletin

***ALL Signatory Employers
South-Central Illinois Regional Agreement***

**To: ALL employers Signatory
in Local Unions 16, 34, 146,
193, 197, 309, 538, 601, 649,
702, 725**

Number: 18-07

Date: July 25, 2018

From: Billy J. Serbousek

Enclosed for your information is a signed copy of the Solar Addendum to the South-Central Illinois Regional Agreement. I strongly encourage all Inside and Residential contractors to read this addendum if you are performing solar work. If you have any questions please call the NECA Chapter office. Additionally, all forms required with this agreement are available for you to download at www.necanet.org/MWRegionNECA.

Mailed to the following jurisdictions:
ALL

Via E-mail to NECA Members

CC: Mark Kawolsky
ALL Business Managers

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Administrative Maintenance Fund

A Service Of The Illinois Chapter, NECA

3701 South Sixth Street, Hwy W • Springfield, Illinois 62703-4702 • Ph: 217-585-9500 • Fax: 217-585-9600

Solar Variance

EFFECTIVE DATES

This Variance shall take effect on June 1, 2018 and shall remain in effect until May 31, 2020 unless as otherwise specifically provided for herein. It shall remain in effect from year to year thereafter from June 1st through May 31st of each year unless changed or terminated by the IBEW 6th District Vice President and/or the Midwestern Region NECA Executive Director by proper notice.

SCOPE OF WORK

The purpose of this Variance is to assist the Employer when soliciting work in the Photovoltaic Industry (Solar). The scope of work to be performed under this Variance shall be all work associated with the installation of post, racks, blocking and panel assembly. All other work associated with a solar installation (including but not limited to: conduit, wiring, invertors, and distribution work, etc.) shall be performed under the terms of the Inside Agreement between the parties.

In addition to the above modifications to the scope of work, the ratio of Journeyman Inside Wiremen to other classifications shall be a 1:5 ratio.

The foreman language will be modified as follows:

On any job requiring two or more Journeymen, one shall be designated as a Foreman by the Employer. An additional Foreman shall be designated by the Employer for each additional twelve (12) bargaining unit employees. When two or more Foremen are required on any job, one shall be designated by the Employer as the General Foreman. Supervision ratios shall apply to the entire project.

VARIANCE MODIFICATION

Variances may be granted by the site local union Business Manager to secure projects for IBEW signatory contractors as needed. Variance denials will be subject to review and modification by the IBEW 6th District Vice President and the Midwestern Region NECA Executive Director. Their decision will be final and binding.

Adopted this 25 July, 2018.

For the Union

Paul Flynn #34
Paul L. Kutz #197
Jim Evans #309

For the Employer

Mark Gonyea
Billy Sedawick
Wes

Appendix A - Wage Rates
CW/CE WAGES AND BENEFITS - LOCALS 649, 702 and 725

Local 649	Local Pension - 5%						Sub-Total	JATC	NECA SC	AMF	NLMCC	Total
	Wage	H/W	HRA	NEBF	Other	Pension						
CE 3	\$31.71	\$4.75	\$0.00	\$0.95	\$0.00	\$1.59	\$39.00	\$0.32	\$0.13	\$0.05	\$0.01	\$39.51
CE 2	\$26.30	\$4.75	\$0.00	\$0.79	\$0.00	\$1.32	\$33.15	\$0.26	\$0.11	\$0.05	\$0.01	\$33.58
CE 1	\$22.69	\$4.75	\$0.00	\$0.68	\$0.00	\$1.13	\$29.25	\$0.23	\$0.09	\$0.05	\$0.01	\$29.63
CW 4	\$19.08	\$4.75	\$0.00	\$0.57	\$0.00	\$0.95	\$25.35	\$0.19	\$0.08	\$0.05	\$0.01	\$25.68
CW 3	\$17.27	\$4.75	\$0.00	\$0.52	\$0.00	\$0.86	\$23.40	\$0.17	\$0.07	\$0.05	\$0.01	\$23.70
CW 2	\$15.47	\$4.75	\$0.00	\$0.46	\$0.00	\$0.77	\$21.45	\$0.15	\$0.06	\$0.05	\$0.01	\$21.72
CW 1	\$13.66	\$4.75	\$0.00	\$0.41	\$0.00	\$0.68	\$19.50	\$0.14	\$0.05	\$0.05	\$0.01	\$19.75

Local 702	Local Pension 7%, SIRW 2%						Sub-Total	JATC	NECA SC	AMF	NLMCC	Total
	Wage	H/W	HRA	NEBF	SIRW	Pension						
CE 3	\$29.50	\$5.45	\$0.50	\$0.89	\$0.59	\$2.07	\$39.00	\$0.30	\$0.12	\$0.05	\$0.11	\$39.58
CE 2	\$24.28	\$5.45	\$0.50	\$0.73	\$0.49	\$1.70	\$33.15	\$0.24	\$0.10	\$0.05	\$0.11	\$33.65
CE 1	\$20.80	\$5.45	\$0.50	\$0.62	\$0.42	\$1.46	\$29.25	\$0.21	\$0.08	\$0.05	\$0.11	\$29.70
CW 4	\$17.32	\$5.45	\$0.50	\$0.52	\$0.35	\$1.21	\$25.35	\$0.17	\$0.07	\$0.05	\$0.11	\$25.75
CW 3	\$15.58	\$5.45	\$0.50	\$0.47	\$0.31	\$1.09	\$23.40	\$0.16	\$0.06	\$0.05	\$0.11	\$23.78
CW 2	\$13.84	\$5.45	\$0.50	\$0.42	\$0.28	\$0.97	\$21.45	\$0.14	\$0.06	\$0.05	\$0.11	\$21.81
CW 1	\$12.10	\$5.45	\$0.50	\$0.36	\$0.24	\$0.85	\$19.50	\$0.12	\$0.05	\$0.05	\$0.11	\$19.83

Local 725	Pension - 8%						Sub-Total	JATC	NECA SC	AMF	NLMCC	Total
	Wage	H/W	HRA	NEBF	Other	Pension						
CE 3	\$29.86	\$5.45	\$0.40	\$0.90	\$0.00	\$2.39	\$39.00	\$0.30	\$0.12	\$0.05	\$0.11	\$39.58
CE 2	\$24.59	\$5.45	\$0.40	\$0.74	\$0.00	\$1.97	\$33.15	\$0.25	\$0.10	\$0.05	\$0.11	\$33.66
CE 1	\$21.08	\$5.45	\$0.40	\$0.63	\$0.00	\$1.69	\$29.25	\$0.21	\$0.08	\$0.05	\$0.11	\$29.70
CW 4	\$17.57	\$5.45	\$0.40	\$0.53	\$0.00	\$1.41	\$25.35	\$0.18	\$0.07	\$0.05	\$0.11	\$25.76
CW 3	\$15.81	\$5.45	\$0.40	\$0.47	\$0.00	\$1.26	\$23.40	\$0.16	\$0.06	\$0.05	\$0.11	\$23.78
CW 2	\$14.06	\$5.45	\$0.40	\$0.42	\$0.00	\$1.12	\$21.45	\$0.14	\$0.06	\$0.05	\$0.11	\$21.81
CW 1	\$12.30	\$5.45	\$0.40	\$0.37	\$0.00	\$0.98	\$19.50	\$0.12	\$0.05	\$0.05	\$0.11	\$19.83

Note: Totals column may be off due to rounding.

AMF

Labor Relations Bulletin

***ALL Signatory Employers
South-Central Illinois Regional Agreement***

**To: ALL employers Signatory
in Local Unions 34, 146,
193, 197, 309, 538, 601, 649,
702**

Number: 19-03

Date: March 26, 2019

From: Billy J. Serbousek

Enclosed for your information is a copy of the South-Central Illinois Regional Agreement that is effective February 1, 2019 through January 31, 2021. Please read the agreement in its entirety. If you have any questions please call the NECA Chapter office. Additionally, all forms required with this agreement are available for you to download at www.necanet.org/MWRegionNECA.

Mailed to the following jurisdictions:
ALL

Via E-mail to NECA Members

CC: Mark Kawolsky
ALL Business Managers

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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 or terms of this agreement. Variance denials may be subject to review by the IBEW 6th 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, 2019 and shall remain in effect until January 31, 2021 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from February 1st through January 31st 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 employer's 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 6th 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 inconsistent 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;
2. May be directed to the JATC or Local Union through a participating contractor, or;
3. 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

1. 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".
2. 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.
3. "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.
4. 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

1. 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.
2. 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.
3. 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 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

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

SKILLS

1. 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

1. 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.
2. 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.
3. 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

1. 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.
2. 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.
- b) 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.
3. 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 attachment "A" and Appendix "A." 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 Appendix "A."

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.)
2. 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 (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. Such funds shall include wages, local benefits, NEBF, NECA Service Charge (NECA members only), NLMCC, LLMCC (where applicable), and AMF.

Effective 2/1/19 there will be a \$0.50 sub-total package increase for all CW/CE classifications.

Effective 2/1/20 there will be a \$0.75 sub-total package increase for the CE3 classification, with all other classifications receiving an increase based on their percentage of a CE3.

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 "E").

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

1. 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.

LEVELS		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
	CW-3	4,001 – 6,000 Hours	6,000 Hours of Documented Experience
	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 if test Failed or Requested)
	JIW	14,001	No one will be advanced from Construction Electrician Classification to Journeyman Inside Wireman without: <ol style="list-style-type: none"> 1. Having a minimum of 14,000 hours of documented electrical construction experience; 2. Having successfully taken the written and practical examinations of each level of the NJATC Craft Certification Program.

* 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 any time.

JOB REPORTING REQUIREMENTS

The employer shall use the "SCIRA Job Start and Tracking Form" (Attachment D) to notify the site local union and NECA Chapter by completing the "Job Start From" section. The form should be returned by fax or e-mail within 24 hours of starting a job.

When an employer is successful in securing work under the terms of this Agreement, the employer shall complete the "Tracking Form" portion of the same SCIRA Job Start and Tracking Form" (Attachment D) and forward to the Site Local Union, Site NECA Chapter, and the IBEW Sixth District Office 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: josh@ibew146.com

Local 193 – Fax: (217) 544-0193; Email: nhervey193@comcast.net

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

Local 309 – Fax: (618) 345-3810; Email: tevens@ibew309.org

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

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

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

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

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

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

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

IBEW 6th District – Fax: (630) 434-0508; Email: ivpd_06@ibew.org

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

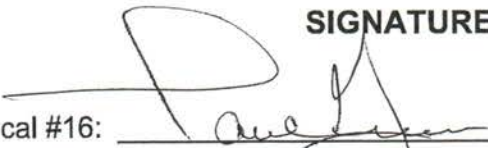
PORTABILITY OF MANPOWER

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 B".

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


Signed for Local #16:  Date: 2-5-19

Signed for Local # 34:  Date: 1-16-19

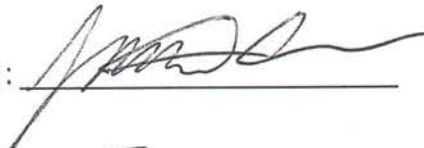
Signed for Local #146:  Date: 2-12-19

Signed for Local #193:  Date: 2/22/19

Signed for Local #197:  Date: 1-16-19

Signed for Local #309:  Date: 1-16-19

Signed for Local #538:  Date: 3-4-19

Signed for Local #601:  Date: 3-6-19

Signed for Local #649:  Date: 3-7-19

Signed for Local #702:  Date: 3-13-19

Signed for Local #725:  Date: 3-18-19

Signed for the Central Illinois Chapter, NECA:

 Date: 3-22-19

Signed for the Illinois Chapter, NECA:

 Date: 3/25/19

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"

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 to the 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. All Employees working under the South-Central Illinois Regional Agreement will be reported under the South-Central Illinois Regional Agreement. Journeyman Wireman, Residential Wireman, and apprentices that are approved to travel under portability by both the site local and home local Training Directors will be paid according to the site local wage and benefit package. Employees traveling into other jurisdictions will need to sign up with the Electronic Reciprocal Transfer System (ERTS) to have any applicable benefits reciprocated back to their home local benefit funds.

CW and CEs will continue having their benefits paid directly to their home local. Addresses are provided on the ePRLive checkout screen where payments and a copy of the report need to be mailed.

As it pertains to Portability of Manpower, Employers with multiple, physical locations shall declare which shop shall perform the work. If additional manpower, beyond that shop's current manpower is required, it shall secure manpower from the site local union. There shall be no comingling of manpower from multiple shops without the approval of the site local Business Manager. Current manpower are employees with a minimum of two weeks' employment.

3. Any Local Union becoming signatory to this Memorandum will remain signatory for a period of at least 2 (two) years.
4. 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.

5. 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.
6. 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.
7. The Business Managers signatory to this memorandum, by a 60% majority vote, shall 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 employer's 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.
8. 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 employer's 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 "C"
USING CW/CE ON WORK OUTSIDE THE SCOPE
MEMORANDUM OF UNDERSTANDING

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

1. 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 South-Central Illinois Regional 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 South-Central Illinois Regional 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 South-Central Illinois Regional 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.

ATTACHMENT "D"

REPORT FORM INSTRUCTIONS

All forms and the Agreement are available online. To access the Job Start and 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, and the IBEW 6th District office.

SCIRA JOB START & TRACKING FORM

REPORTING REQUIREMENTS

The employer shall notify the site Local Union and Chapter by fax or email within 24 hours of starting a job by completion of the form below. The employer shall submit the tracking information to the site Local Union and Chapter by fax or email within 30 days of completion of the project. Service work reporting is to be completed at the end of each month.

Job Start Form:

Contractor:	Approximate Start Date:
Name:	Est. Completion Date of Job:
Email:	Site Local Union:
Project Name:	Home Local Union:
Address:	Variance Requested:
City:	Variance Approved/Denied:
State/Zip:	Regional Agreement:
Date Submitted:	Est. Man Hours:

Tracking Form:

Job Completion Date:

Number of Workers used at Peak:

Total Workers	JW	Apprentices	CW	CE	RW	RA

Total Hours	JW Hours	Apprentice Hours	CW Hours	CE Hours	RW Hours	RA Hours

Name: _____ Email: _____ Date Submitted: _____

Monthly Service Work Report:

Contractor:	Name:
Site Local Union:	Home Local Union:

Total Hours	JW Hours	Apprentices Hours	CW Hours	CE Hours	RW Hours	RA Hours

Form Return Information:

Save form locally and return copies to Site Local Union, Site NECA Chapter, and IBEW Sixth District (ivpd_06@ibew.org), at the start and completion of the job. Contact information is available at necanet.org/MWRRegionNECA.

ATTACHMENT "E"

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 6th 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.

SCIRA VARIANCE REQUEST FORM

JOB VARIANCE REQUIREMENTS

Variations 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 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. There must be at least one non-signatory electrical bidder on any project requesting a variance. Any employer securing a project without having requested and received an approved variance shall be bound by all the terms and conditions of the site Local Union Inside Collective Bargaining Agreement.

Site Local Union: _____ Date and Time Submitted: _____
 Name of Project: _____ Open Shop Competition: _____
 Project Address: _____ Type of Project: _____
 Project City/State/Zip: _____ Home Local Union: _____
 Total Square Footage: _____ Approximate Man-hours: _____
 Bid Date: _____ Site NECA Chapter: _____
 Requesting Contractor: _____ Email: _____
 Requestor's Name: _____ Requestor's Telephone: _____
 Estimated Number of Workers used at Peak: _____

Estimated Total Workers	JW	Apprentices	CW	CE	RW	RA

Additional Comments: _____

SITE LOCAL RESPONSE:

Site local Union: _____

Site Local Union Business Manager: _____

Response Date: _____

Approved/Denied: _____

Business Manager Comment: _____

Form Return Information:

Save form locally and return copies to Site Local Union and Site NECA Chapter. Local Union and Chapter contact information is available at necanet.org/MWRRegionNECA. Also send copies by Email or Fax to IBEW Sixth District and Midwest Region, NECA.

IBEW 6th District Information: ivpd_06@ibew.org or (630) 434-0508

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

ATTACHMENT "F"
NATIONAL ELECTRICAL ANNUITY PLAN

It is agreed that in accord with the IBEW District Ten – NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual Employer will forward monthly to NEAP's designated collection agent the employee's selected contribution as set forth in Table 3 together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon 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 collection agent.

The failure of an individual Employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

Signed for Local #193:

Neil Hewey

Date:

2/22/19

ATTACHMENT "G"

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

It is mutually agreed that the Employer shall contribute to the NECA-IBEW Welfare Trust Fund Health Reimbursement Arrangement the employee's selected contribution as set forth in Table 3 for each eligible employee hired for employment and 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 Trustees of the NECA-IBEW Welfare Trust Fund 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, together with the Health & Welfare Fund copy of the ePR.Live report shall be submitted to the fund 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.

Signed for Local #146:	<u>Josh Dapp</u>	Date: <u>2-12-19</u>
Signed for Local #538:	<u>Michael P. Anselmi</u>	Date: <u>3-4-19</u>
Signed for Local #601:	<u>[Signature]</u>	Date: <u>3-6-19</u>

QUESTIONS and ANSWERS

1. 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.**
2. 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.**
5. 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. 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.**
7. Wages and Benefits for Construction Electricians and Construction Wiremen are contained in "Appendix A". 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 6th District International Vice-president and NECA Midwestern Region Executive Director for final resolution.**
8. 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 Appendix "A". Working dues are paid to the site local union and the NLMCC and LLMCC contributions, NECA Service Charges and Administrative Maintenance Fund contributions are paid to the site NECA Chapter. All other benefits are paid to the home local union.

9. If a Residential Wireman is the first person on the project, does this alleviate the requirement of having a Journeyman Wireman be the third (3rd) person? **No, if a Journeyman Wireman is not the first (1st) or second (2nd) person on the project, the Agreement requires the third (3rd) person be a Journeyman Wireman.**
10. 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.**
11. "Attachment B" 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.**
12. 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.**
13. Are Construction Wiremen and Construction Electricians considered members of the "Bargaining Unit" as referenced by the Collective Bargaining Agreements? **Yes.**
14. 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.**
15. 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 ¹**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 ²**South-Central Illinois Regional Agreement** between the ¹**Central Illinois Chapter of NECA, and the Illinois Chapter of NECA** and ³**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.

⁵ Name of Firm _____

Street Address/P.O. Box Number _____

City, State (Abbr.), Zip Code _____

⁶ Federal Employer Identification Number: _____

Signed for the Employer

Signed for the Union³ 16, 34, 146, 193, 197, 309, 538, 601, 649, 702, and 725 IBEW

By ⁷ _____

By ⁷ _____

Name ⁸ _____

Name ⁸ _____

Title/Date _____

Title/Date _____

LOCAL UNION _____

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

¹**NAME OF CHAPTER OR ASSOCIATION**

Insert full name of NECA Chapter or Contractors Association involved

²**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.

³**LOCAL UNION**

Insert Local Union Numbers.

⁴**EFFECTIVE 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.

⁵**EMPLOYERS NAME AND ADDRESS**

Print or type Company name & address

⁶**FEDERAL EMPLOYER IDENTIFICATION NO.**

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

⁷**SIGNATURES**

⁸**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 SIX ORIGINALLY SIGNED COPIES OF THE JOINTLY SIGNED ASSENTS MUST BE SENT TO THE 6th DISTRICT OFFICE FOR PROCESSING. AFTER APPROVAL, THE IBEW 6th 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.

BOND

KNOWN BY ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **CENTRAL LABOR MANAGEMENT COMMITTEE, 3701 South 6th, HWY W, Springfield, IL 62703**, as Obligee, in the sum of _____ dollars (\$_____), lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has agreed, or is about to agree, to abide and be bound by a collective bargaining agreement and any present and future amendments thereto, with the South Central Illinois Regional Agreement (such agreement and any amendments being herein called "Labor Management") which provides for payment by Principal of wages to employees and contributions to various fringe benefit trust funds for hours worked by these employees; and

WHEREAS, it is the purpose of this Bond for Surety to guarantee payments by the Principal of any amounts due under the terms of the Labor Agreement to such employees and to applicable fringe benefits trust funds, including amounts for interests and late fees, up to an amount in the aggregate not to exceed the limit specified above in this bond; and

WHEREAS, in the event the amounts due under that Labor Agreement to such employees and to fringe benefit trust funds exceeds the limit specified above in the bond, the allocation of payment under the bond - both as to allocation between funds and employee wages and as to allocation between jobs on which the liability was incurred - will be made, in accordance with the terms of the Labor Agreement, and the Trust Fund Agreements, in the manner that best serves the interests of such employees and participants, as determined by Center Labor Management Committee, as agent for all the fringe benefit trust funds and employees, and the participants and beneficiaries of the fringe benefit funds, and not at the discretion of the Surety or its Principal; and

WHEREAS, the Obligee, acting as agent for the employees and fringe benefit trust funds, shall hold any money received hereunder in the trust until disbursed to the employees and fringe benefit trusts as required by this bond and the Labor Agreement.

THE CONDITION OF THIS BOND, is that if all wages due employees and all payments of wages and fringe benefit trust funds provided for in the Labor Agreement are paid in full, when due by principal, as provided in the Labor Agreement as it now exists or as it may be amended in the future, then Surety shall have no obligation to make payment under this Bond; otherwise, Surety's obligation shall remain in full force and effect.

Provided, however, Surety may cancel this Bond by giving thirty (30) days' notice, in writing to Obligee; the Bond shall be deemed canceled the expiration of said thirty (30) days; the Surety shall remain liable for any wage or fringe benefit trust fund payments covered by this Bond which have been incurred by Principal up to the time of expiration.

SIGNED, SEALED AND DATED this _____ day of _____, 20____.

PRINCIPAL (EMPLOYER)

SURETY

By: _____

By: _____

Title: _____

Title: _____

Central Labor Management Committee
3701 South 6th, HWY W
Springfield, IL 62703

Clean Irrevocable Letter of Credit No. _____

Date _____

At the request of _____ (Contractor Name) WE, _____
_____ (Financial Institution name and address) have
opened a CLEAN IRREVOCABLE LETTER OF CREDIT in your favor for
\$ _____, U.S. dollars.

We warrant to you that all your drafts under this CLEAN IRREVOCABLE LINE OF CREDIT will
by duly honored upon presentation of your draft drawn on us at
_____ (Financial Institution Address) on or before the expiration date
or on or before any automatically extended date as set forth below.

This CLEAN IRREVOCABLE LINE OF CREDIT expires on _____, but will be
automatically extended for additional consecutive one year terms if you have not received by
certified mail notification of our intention not to renew 30 days prior to the original expiry date
and each subsequent expiry date.

Signature of Financial Institute Officer

Printed Name & Title of Financial Institute Officer

Solar Variance

EFFECTIVE DATES

This Variance shall take effect on June 1, 2018 and shall remain in effect until May 31, 2020 unless as otherwise specifically provided for herein. It shall remain in effect from year to year thereafter from June 1st through May 31st of each year unless changed or terminated by the IBEW 6th District Vice President and/or the Midwestern Region NECA Executive Director by proper notice.

SCOPE OF WORK

The purpose of this Variance is to assist the Employer when soliciting work in the Photovoltaic Industry (Solar). The scope of work to be performed under this Variance shall be all work associated with the installation of post, racks, blocking and panel assembly. All other work associated with a solar installation (including but not limited to: conduit, wiring, invertors, and distribution work, etc.) shall be performed under the terms of the Inside Agreement between the parties.

In addition to the above modifications to the scope of work, the ratio of Journeyman Inside Wiremen to other classifications shall be a 1:5 ratio.

The foreman language will be modified as follows:

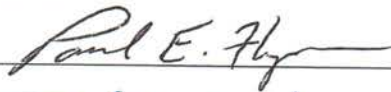
On any job requiring two or more Journeymen, one shall be designated as a Foreman by the Employer. An additional Foreman shall be designated by the Employer for each additional twelve (12) bargaining unit employees. When two or more Foremen are required on any job, one shall be designated by the Employer as the General Foreman. Supervision ratios shall apply to the entire project.


VARIANCE MODIFICATION


Variances may be granted by the site local union Business Manager to secure projects for IBEW signatory contractors as needed. Variance denials will be subject to review and modification by the IBEW 6th District Vice President and the Midwestern Region NECA Executive Director. Their decision will be final and binding.

Adopted this _____ July, 2018.

For the Union







For the Employer

