



RESIDENTIAL AGREEMENT

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

AND

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

**FOR THE PERIOD
SEPTEMBER 1, 2023 to AUGUST 31, 2027**

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

RESIDENTIAL LABOR AGREEMENT

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

RESIDENTIAL LABOR AGREEMENT

Agreement by and between the Southern Illinois Division, Illinois Chapter, National Electrical Contractors Association, Inc. and Local Union 702, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Southern Illinois Division, Illinois Chapter, NECA and the term Union shall mean Local Union No. 702, IBEW.

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

BASIC PRINCIPLES

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

SCOPE OF WORK

The Residential Wiremen's Agreement is for all single family dwellings and multi-family dwellings up to 8-plex buildings, regardless of the number of total units. It also includes Commercial work up to \$25,000.00. Prevailing wage projects, Project Labor Agreements, work funded or financed by Union trust funds, and work that is defined within the scope of other agreements is excluded.

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 - Effective Date - This Agreement shall take effect September 1, 2023 and shall remain in effect until August 31, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, for a term of twelve (12) months, unless changed or terminated in the way later provided therein.

Section 1.02 - Termination or Change Notice -

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

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

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

Section 1.05 - Labor-Management Committee - There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

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

Section 1.07 - Vote - All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four (4) members of the Committee, two (2) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08 - C.I.R. - Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

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

ARTICLE II

DEFINITIONS - RECOGNITION - RIGHTS OF PARTIES

Section 2.01 - Qualifications of Contractors - Certain qualifications, knowledge, experience, and financial responsibility are required of everyone one desiring to be an Employer in the Electrical Industry. Therefore, "Employer" as used herein is defined to mean a person, firm, or corporation having suitable financial status to meet the payroll requirements.

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

Section 2.03 - Employer Working - Not more than two members of a firm (Employer) shall be permitted to work with the tools.

Section 2.04 - Favored Nations Clause - The Union agrees, that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.05 - Management Rights - The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions, except those specifically provided for in the collective bargaining Agreement in planning, directing, and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.06 - Non-resident Employees - An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations

Section 2.07 Insurance - For all employees covered by this Agreement, the individual Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this state, Social Security and such other protective insurance as may be required by the laws of this state, and shall furnish satisfactory proof of such to the Union. He shall also pay the required amount to the State Unemployment Commission for all employees hereunder regardless of the number of employees.

Section 2.08 - Bonding of Employers -

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

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

| | | |
|--------|-----------|---------|
| 3 to 5 | employees | \$5,000 |
|--------|-----------|---------|

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

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

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

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

Section 2.09 - Annulment - Subcontracting -

- (a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph (b) of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.
- (b) The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure, or other work, will be deemed a material breach of this Agreement.
- (c) All charges of violations of paragraph (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.10 - Union Security – All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment, or the effective date of this Agreement, whichever is later.

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

Section 2.12 - Steward Appointment - Non-Discrimination –

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

Section 2.13 - Union Dues Deduction - The Employer agrees to deduct and forward to the Illinois Chapter NECA office--upon receipt of a voluntary written authorization--the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 2.14 - Removal of Employee - Union Assistance - Tool Storage -

- (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs necessary and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given the Employer involved.
- (b) When such removal takes place, the Union or its representative shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

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

Section 2.16 - Discrimination - The parties hereby agree that all matters involving hiring, layoffs, terminations, upgrading, down grading, apprenticeship, selection, testing and grading will be made without regard to race, creed, color or national origin.

Section 2.17 - Age-Ratio Clause - On all jobs requiring five (5) or more Journeymen, at least every fifth Residential Wireman, if available, shall be fifty (50) years of age or older.

Section 2.18 – Illinois Chapter NECA Contributions – All contributions and deductions required by this agreement that are administered and exclusive to the responsibility of the Illinois Chapter, National Electrical Contractors Association, Inc. which are the NEBF, NECA Service Charge

(NECA members only), NLMCC, LLMCC (where applicable), and AMF, and in addition Local Union Dues, JATC contributions, NECA-IBEW Welfare Trust Fund contributions, NECA-IBEW Pension Benefit Trust Fund contributions, Local 702 Annual Benefit Fund contributions, and USERRA contributions to the NECA-IBEW Pension Benefit Trust Fund (when applicable) which are not administered by NECA, shall be forwarded to, and received on or before the fifteenth (15th) day following the end of each calendar month. In addition, each employer shall also file a monthly electronic payroll report through ePRLive as required on or before the fifteenth (15th) day following the end of each calendar month. The employer shall make payments due to the listed funds by single check payable to the Illinois Chapter NECA. An employer that makes a payment that is returned NSF (Non-sufficient funds) shall be required to make future payments via Certified Cashier's Check.

ARTICLE III

HOURS - WAGES - WORKING CONDITIONS

Section 3.01 Hours –

Eight (8) hours worked between the hours of 8:00am and 4:30pm with 30 minutes for lunch shall constitute a work day. Five (5) such work days – Monday through Friday, shall constitute a work week. The normal workday may be varied by no more than two (2) hours by mutual agreement between the Union and the Employer.

Section 3.02 - Overtime and Holidays -

- (a) All work performed on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day, or days celebrated as such, shall be paid for at double the regular straight time rate of pay. If a holiday falls on Sunday, the holiday shall be celebrated the following Monday. All overtime shall be equally distributed among the workmen on any particular job insofar as practical.
- (b) No overtime shall be paid until forty (40) hours in the Pay period or ten (10) hours in the workday have been worked. All work performed on Saturdays will be considered to be overtime. The overtime rate shall be paid at time and one-half (1/2) the regular straight-time rate. Double the straight-time wages shall be paid only for Sundays and the Holidays listed in (a).
- (c) No work shall be performed on Labor Day except in case of emergency and then only after special arrangements with the Local Union.

Section 3.03 – Emergency Call-out – Workmen called out for emergency work shall receive a minimum of two (2) hours pay set for the in Section 3.02 (a) & (b).

Section 3.04 – Wages - The minimum hourly rate of wages* are based on shall be as follows:

- (a) Effective September 1, 2023 thru December 31, 2023:

| | |
|--------------------------------|---------|
| Residential Wireman | \$35.89 |
| Foreman | \$37.23 |
| General Foreman | \$38.57 |
| Intermediate Electrician | \$23.75 |

*This shall be the wage rate per hour, which includes a 7% savings plan on which withholding tax, Social Security and all legal deductions shall be made. The Residential Wireman Sub Total Package is based on 65% of the Inside Sub Total Package. Intermediate Electrician Sub Total Package is based on 50% of the Residential Wireman Sub Total Package.
- (b) Effective January 1, 2024 thru May 31, 2024:

| | |
|---|---------|
| Residential Wireman Sub Total Package shall be | \$50.05 |
| Intermediate Electrician Sub Total Package shall be | \$25.03 |
- (c) Effective June 1, 2024 thru December 31, 2024:

| | |
|---|---------|
| Residential Wireman Sub Total Package shall be | \$51.19 |
| Intermediate Electrician Sub Total Package shall be | \$25.59 |
- (d) Effective January 1, 2025 thru May 31, 2025:

| | |
|---|---------|
| Residential Wireman Sub Total Package shall be | \$52.33 |
| Intermediate Electrician Sub Total Package shall be | \$26.16 |
- (e) Effective June 1, 2025 thru December 31, 2025:

| | |
|---|---------|
| Residential Wireman Sub Total Package shall be | \$53.45 |
| Intermediate Electrician Sub Total Package shall be | \$26.72 |
- (f) Effective January 1, 2026 thru May 31, 2026:

| | |
|---|---------|
| Residential Wireman Sub Total Package shall be | \$54.57 |
| Intermediate Electrician Sub Total Package shall be | \$27.28 |
- (g) Effective June 1, 2026 thru December 31, 2026:

| | |
|---|---------|
| Residential Wireman Sub Total Package shall be | \$55.69 |
| Intermediate Electrician Sub Total Package shall be | \$27.85 |
- (h) Effective January 1, 2027 thru August 31, 2027:

| | |
|--|---------|
| Residential Wireman Sub Total Package shall be | \$56.81 |
|--|---------|

Intermediate Electrician Sub Total Package shall be \$28.41

Section 3.05 – Classifications

(a) Apprentices–

| Period | Percent of Res Wireman Rate | Elapsed Time | Minimum Accumulative OJT Hours | Related Training |
|------------|-----------------------------|-----------------------------|--------------------------------|--------------------------------------|
| 1 | 50% | N/A | 0 | N/A |
| 2 | 60% | N/A | 1000 | Satisfactory Progress |
| 3 | 70% | N/A | 2000 | 1 st Yr. School Completed |
| 4 | 80% | 6 Months in 3 rd | 3000 | Satisfactory Progress |
| 5 | 85% | 6 Months in 4 th | 4000 | 2 nd Yr. School Completed |
| 6 | 90% | 6 Months in 5 th | 5000 | Satisfactory Progress |
| Completion | 100% | 6 Months in 6 th | 6000 | 3 rd Yr. School Completed |

A minimum ratio of one Residential Wireman to every two (2) lesser classifications (apprentices, Intermediate Electricians, etc.) will be enforced in all shops. The Union and Employer may extend this by mutual consent if market conditions require.

- (b) **Intermediate Electrician** - Intermediate Electricians are entry level electricians who may or may not be seeking advancement into the Residential Apprenticeship Program.
- (c) Intermediate Electricians may only advance into the Residential Apprenticeship Program after completing one year of Residential Code and Theory classes, and showing 2,000 hours of on the job experience, and then only by mutual consent of the Union and the Employer. The JATC will place Intermediate Electricians selected for upgrade in the Residential Program at the 1st period.
- (d) Supervision - Work performed by Intermediate Electricians will be limited only by the Scope of Work language in this Agreement, and what the Employer or the Employer's field representative deem as appropriate and within the individual's qualifications to perform properly, safely, and in a workmanlike manner.
- (e) Fringe Benefits - In addition to the above hourly rates, payments shall be made as follows:

| | |
|------|---|
| NEBF | 3% of gross labor payroll (See Section 6.01) |
| JATC | 1.5% of gross labor payroll |
| LMCC | \$0.10 per clock hour |
| AMF | \$0.20 per clock hour |
| NECA | 0.4% of gross labor payroll (paid by NECA members only) |

Section 3.06 – Pay Day -

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

Section 3.07 - Termination Notice -

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

supplied to the Union and the employee being terminated.

Section 3.08 - Inclement Weather - Where workmen report for work and are unable to work due to weather conditions or lack of material, they shall receive two (2) hours pay unless notified two (2) hours before working time, provided that the workmen remain on the job for this period. However, in the event the Employer directs the workmen to start to work, the workmen shall receive a minimum of four (4) hours pay. Any workman starting after lunch, shall receive six (6) hours pay and any workman working until after 2:30 P.M., shall receive eight (8) hours pay.

Section 3.09 - Shift Clause - When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the swing shift shall receive eight hours' pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours' work.

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

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 ½) times the "shift" hourly rate.

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

Section 3.10 – Foreman Callout by Name – The employer may call for a Foreman by name providing the employee who has been called has been on the out-of-work list for two (2) calendar weeks and that said employee will be employed and paid as a Foreman.

Section 3.11 - Layout of Work - Each job or project requiring more than two (2) Residential Wiremen shall be under the supervision of a Foreman or Sub-Foreman. Workmen are not to take directions or orders to accept the layout of any job from anyone except the Sub-Foreman or the Foreman.

Section 3.12 - Work Corrections - A Residential Wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

Section 3.13 - Putting Away Tools - Workmen shall be allowed sufficient time to put the tools away by quitting time.

Section 3.14 - Traveling Time - The Employer shall pay for traveling time from shop to job, job to job, and job to shop, within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board, lodging, and all other necessary expenses. (Employees are not required to start the day at the shop, nor are they required to quit from the shop.)

Section 3.15 - Employee Automobile - No workman shall use his automobile in any manner detrimental to the best interest of other workmen. No workman shall use his automobile to transport the Employer's tools or materials.

Section 3.16 - Tools - Residential Wiremen shall provide themselves with the following tools:

| | | |
|----------------------------------|-------------------------------------|--|
| Knife | Pliers-Cutting | Wrenches 14" |
| Compass Saw | Folding Rule or Tape | Voltage Tester (Solenoid type up to 440 volts) † |
| Plumbob | Hammer | Wood Chisel |
| Pencil | Bit Extension | Nut Drivers |
| Small Center Punch | Safety Glasses | Screwdriver |
| Allen Wrenches (1/2" or smaller) | Channel Lock | Hacksaw Frame |
| Not over 8" Pliers | Small Stakon pliers (or equivalent) | V-O-A Meter (Fluke Y50600 or equivalent)* |
| Square Level | | |

*Apprentices will not be required to furnish v-o-a meter until they enter their third year of training.

†Optional but not required.

Section 3.17 - Employer Tools - The Employer shall furnish all necessary tools (except pocket tools) or equipment to properly install and/or do the job. Workmen will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer has furnished a safe and suitable place for the storing of men's clothing and tools.

Section 3.18 - Job Site Facilities - When men are requested to report on the job, there shall be available at the job site adequate facilities for changing and storage of clothes.

Section 3.19 - Conduit Fabrication - All conduit shall be fabricated in the shop or on the job site in the jurisdiction of Local 702 and by a Residential Wireman covered by this Agreement. This does not include stock nipples or 90 degree elbows.

Section 3.20 - Breaks/Break Time - Each employee shall be allowed to take a break of up to fifteen minutes near or at their work station (when jobsite conditions permit) once in the middle of the morning (or first half of the shift) and once in the middle of the afternoon (or second half of the shift). If the normal work day is extended by more than one hour, then the employee shall be given a third fifteen (15) minute break to be

taken at the end of the first eight (8) hours of work. Further, the employee(s) will be given an additional break at the end of every four (4) hours of work thereafter that is sufficient in length to eat a meal. The breaks will be at specific times determined by the Employer and need not be at the same time for all employees. The Union and the Employers agree that this will not be abused.

Section 3.21 - Personal Use of Cell Phones - Personal use of cell phones shall not be allowed on the job during normal working hours except for cases of known or expected emergencies (such as immediate family illness, child birth, etc).

Section 3.22 - Absenteeism - The Employers and the Union agree that unexcused absenteeism is undesirable and must be controlled. If an employee must be absent, they shall call their employer and let them know. If an employee fails to report for work on three consecutive days and fails to notify his Employer that he is unable to report for work, he may be terminated for absenteeism.

Section 3.23 – OSHA Training - All employees available for referral shall be required to have a current OSHA 10-Hour Certification.

ARTICLE IV

STANDARD RESIDENTIAL REFERRAL

Section 4.01 - Intent - In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

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

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

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

RESIDENTIAL WIREMEN

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

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

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

GROUP III All applicants for employment who have two or more years' experience in the trade.

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

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

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

Beginning at the Mississippi River at the North side of Prairie du Rocher township running northeast to the northwest corner of Ruma township, then east to Baldwin Township, then north to St. Clair County line, then east to the southwest corner of Lively Grove township, then north on the west side of Lively Grove and Johannesburg townships to the northwest corner of Johannesburg township, then east to Plum Hill township, then

north on the west side of Okawville township to the northwest corner of Okawville township, then east to the west side of Santa Fe township, then north to the northwest corner of Santa Fe township, then east to the southwest corner of Clement township, then north on the west side of Clement township to Irish Town township, then west to the southwest corner of Irish Town township, then north following to the west edge of Tamaqua, Pleasant Mound and Mulberry Grove townships to the northwest corner of Mulberry Grove township, then east to the west boundary of Shafter township, then north to the southwest corner of South Hurricane township, then east on the north side of Shafter, Sharon, Sefton, Avena, Mound, Jackson, and Watson to the northwest corner of Bishop township, then south to the northwest corner of Bible Grove township, then east to the west boundary of South Muddy township, then south to the northwest corner of Pixley township, then east to the northwest corner of Richland County, then south and east following the western and southern line of Richland County to the northwest corner of Wabash county, then south on the west side of Wabash county to the northeast corner of White county which forms the northern boundary of the geographical area labor market for Local Union 702. The other boundaries are the Mississippi and Ohio Rivers from starting points North to the South. The Wabash River from the northeast corner of White county down to the confluence with the Ohio River.

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

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

Section 4.10 - Examinations - An "examination" shall include experience rating tests if such examination shall have been given prior to the date of the procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by this Local Union or any duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has two years' experience in the trade.

Section 4.11 - Requirements - Anyone who makes an application for the referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05 above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice.

Section 4.12 - Out of Work List - The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.13 - Re-registration - An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 4.14 - Less than Forty 40 Hours - An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall upon re-registration, be restored to his appropriate place within his Group.

Section 4.15 - Method of Referral of Applicants -

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

Section 4.16 - Exceptions - The only exceptions which shall be allowed in this order of referral is when the Employer states bona-fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

Section 4.17 - Appeals Committee - An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.18 - Function of the Appeals Committee - It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 4.04 through 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.19 - Inspection of Referral Records - A representative of the Employer or of this Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.20 - Posting of Procedure - A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.21 - Apprentices – Apprentices shall be hired and transferred in accordance with the training provisions of the Agreement between the parties.

Section 4.22 - Reverse Layoff - When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

- (a) Temporary employees, if any are employed, shall be laid off first. The employees in Group III shall be laid off next, if any are employed in this group. Next to be laid off are employees in Group II, if any are employed in this group, and then those in Group I.
- (b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.16 is required.
- (c) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Residential Wireman, they will be slotted in the appropriate group in paragraph (a) above.

ARTICLE V

RESIDENTIAL APPRENTICESHIP AND TRAINING

Section 5.01 - Joint Apprenticeship & Training Committee - There shall be a local Joint Apprenticeship and Training Committee (JATC) properly established between the Chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

The JATC shall be responsible for all training. The JATC, however, may elect to establish a subcommittee consisting of two to four members appointed by the IBEW Local Union, and an equal number of members appointed by the NECA Chapter. The JATC or its properly established subcommittee shall be responsible for the conduct and operation of the Residential Apprenticeship and Training Program in accordance with the standards and policies adopted by the local JATC. The duties of a subcommittee, where one exists, shall include: interviewing, ranking and selecting applicants and the supervision of all apprentices in accordance with the registered standards and locally approved JATC policies.

Section 5.02 - Term of Office - Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittee, where a subcommittee is properly established.

Section 5.03 - Program Supervision - Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor-Management Committee for resolution.

Section 5.04 - Trustees - Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05 - Trainee Selection - All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06 - Job Training Assignments - The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

Section 5.07 - Termination - The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 5.08 - Ratio - Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the

selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09 - Term of Training - Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 5.10 - OJT Hours - The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

Section 5.11 - Residential Trainee Supervision - The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 5.12 - Contributions - The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.13 - Graduation From Program - Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 5.14 - Contribution - All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is one and one-half percent of the gross monthly payroll. This sum shall be due to the Illinois Chapter NECA office by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

FRINGE BENEFITS AND OTHER CONTRIBUTIONS

Section 6.01 - National Electrical Benefit Fund - It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Section 6.02 - Health and Welfare

- (a) **Contribution** - The Employer shall pay into the NECA-IBEW Welfare Trust fund as established by the Amended Agreement and Declaration of Trust executed as of November 1, 1955, the sum eight dollars and thirty-five cents (\$8.35) for each hour. The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA-IBEW Welfare Trust Fund on the last day of each calendar month. The payment and EPRLive payroll report shall be submitted to reach the Illinois Chapter NECA office not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to make payment as provided above, shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union provided the Employer fails to show satisfactory proof that delinquent payment have been made to the Welfare Fund.
- (b) **Bound by Trust Agreement** - The Employer agrees to be bound by the amended Agreement and Declaration of Trust of the NECA-IBEW Welfare Trust Fund, and by any future amendments thereto.
- (c) **Bound by Trustee Actions** - The Employer agrees that 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 or Trust or as it may

hereafter be amended.

- (d) **Funding** - The parties agree that any reduction that may arise from the funding required by changes to the Health and Welfare provisions of this Agreement shall be cause for calling of a Labor-Management meeting to address this issue. The Labor-Management Committee shall decide an equitable manner to divide these excess funds so that Management is not penalized and employees receive the economic benefits due them.

Section 6.03 - Local Pension Plan

- (a) **Contribution** - Each Employer shall pay monthly to the Trustees of NECA-IBEW Pension Benefit Trust Fund (herein called "Pension Fund") an amount equal to ten (10%) percent of his gross monthly labor payroll, which he is obligated to pay to the employees in this bargaining unit. Payment and the monthly ePRLive payroll report shall be mailed to reach the office of the Illinois Chapter NECA (presently located at 3900 Pintail Drive, Suite B, Springfield, IL 62711) not later than fifteen (15) calendar days following the end of each calendar month, and in accordance with any rules prescribed by the Trustees.
- (b) **Bound by Trust Agreement** - Each Employer by virtue of this Agreement shall be deemed a party to and bound by NECA-IBEW Pension Benefit Trust Agreement of August 1, 1972, and amended now or in the future.
- (c) **Termination on 72 Hours' Notice** - Employers who fail to show satisfactory proof that delinquent payments have been paid shall be subject to having this Agreement terminated after 72 hours notice, in writing, being served by the Union.
- (d) **Work Stoppage for Delinquency** - If an Employer fails to pay contributions due to the Pension Fund, and if the Employer has been given written notice of such delinquency by the Trustees or by the Union, and the delinquency is not cured within 72 hours after service of such notice, such Employer shall be subject to a work stoppage by the Employees working under the terms of this Agreement with no loss of pay to such workers; the work stoppage shall continue until the delinquency is cured and wage payments shall be due to the employees during such work stoppage. The Union shall have the right to direct when this work stoppage starts and when it is to terminate; the stoppage shall not be deemed a violation of Section 2.01 of this Agreement, restricting work stoppages and strikes. The rights provided by this Section shall be in addition to all other remedies available to the Union, to the employees, and to the Trustees.

Section 6.04 - Local 702 Annual Benefit Fund

- (a) **Withholding Amount** - The parties hereto have created a vacation trust plan known as the Local Union No. 702, Annual Benefit Fund Plan effective January 1, 1973. The Employer agrees to deduct 7% per working hour weekly from each employee for this plan.
- (b) **Deposit Information** - This deduction shall be submitted to the Illinois Chapter NECA along with a copy of the ePRLive payroll report.
 - (1) The Employer shall make all legal payroll withholdings for income tax, social security, etc., from the total of wages.
 - (2) The monthly transmittal shall cover every employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month.
 - (3) The ePRLive report and accompanying check must be received no later than the fifteenth (15th) of the following month. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, providing the Employer fails to show satisfactory proof that delinquent payments have been paid to Local Union #702, IBEW, Annual Benefit Fund.
- (c) **Withdrawal Procedure** - Savings may be withdrawn once annually after December 1, for earning of the preceding year.

Section 6.05 - Administrative Maintenance Fund

- (a) All employers covered by this Agreement shall contribute twenty cents (\$0.20) per hour worked under this Agreement, up to a maximum of 150,000 hours per year, to the Administrative Maintenance Fund. Monies are for the purpose of administration of the Collective Bargaining Agreement. Payment shall be forwarded monthly, using the same report form as that specified for the NEBF, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Contributions shall be remitted to: Illinois Chapter, NECA, 3900 Pintail Drive, Suite B, Springfield, IL 62711.
- (b) The Administrative Maintenance Fund shall be the sole responsibility of the Southern Illinois Division, Illinois Chapter, NECA including, but not limited to, collection of said monies and any actions with respect to delinquencies that may be required. These contributions are not wages and will not be covered by the surety bond under Article II, Section 2.08 of the Agreement. The Administrative Fund shall not be used for any purpose detrimental to Local #702, IBEW or the IBEW. In the administration and collection of the Fund, the Chapter agrees and hereby does hold harmless and indemnify IBEW Local Union #702 from any and all claims, of any nature whatsoever, arising out of the provisions of this Article.

Section 6.06 - Reserve Fund for Pension Obligation for Military Service

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

the Employee USERRA Contribution) to the USERRA Reserve.

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

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

ARTICLE VII

NATIONAL ELECTRICAL INDUSTRY FUND

Section 7.01 - Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE

Section 8.01 - Purpose - The parties agree to participate in a Labor-Management Cooperation Fund, under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 USC §175(a) and §302(c) 9 of the Labor-Management Relations Act, 29 USC §186(c)(9). The purposes of this Fund include the following:

- (1) to improve communications between representative of Labor and Management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction Industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (7) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (8) to enhance the involvement of workers in making decisions that affect their working lives; and,
- (9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 8.02 – Agreement and Declaration of Trust - The Fund shall function in accordance with, and as provided in, it's Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 8.03 - Contribution - Each employer shall contribute nine cents (\$0.09) per hour worked. Payment shall be forwarded monthly, in a form

and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Illinois Chapter, NECA, or its designee, shall be the collection agent for this fund.

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

ARTICLE IX

NATIONAL LABOR-MANAGEMENT COOPERATIVE COMMITTEE

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

- (1) to improve communication between representatives of labor and management;
- (2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry.
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.02 - Agreement and Declaration of Trust - The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03 - Contribution - Each employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04 - Delinquent Contributions - If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE X

SAFETY

Section 10.01 - Injured Employee - First Aid Kit - In the event an employee is injured during working hours, he is to be paid for the time required to receive initial medical attention. A complete standard first-aid kit recommended by a Casualty Company or Pharmaceutical Company shall be on the job at all times.

Section 10.02 - Drinking Water - The contractors shall furnish suitable drinking water at all times on the job.

Section 10.03 - Correct Installation of Work - Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 10.04 - Safety on 440 Volts - On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more Residential Wiremen must work together, one standing by wearing rubber gloves. Adequate safety and protective devices shall be supplied for workmen by the Employer on all hazardous work in accord with the Safety Codes and recognized practices in the trade.

Section 10.05 - Safety on Ladders & Equipment - The employee shall not be required to use ladders or other equipment and tools which, in his opinion, are not safe.

Section 10.06 - Powder Actuated Tools - No one will be required to operate a powder actuated tool unless properly instructed by a company representative. Any powder actuated tool shall be accompanied on the job by the manufacturer's written instructions.

Section 10.07 - Grounding of Tools - All electric power tools shall be grounded with equipment ground.

Section 10.08 - Employer's Responsibility - It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

ARTICLE XI

SUBSTANCE ABUSE

Section 11.01 – The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII

CODE OF EXCELLENCE

Section 12.01 - The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as required by the IBEW and NECA.

ARTICLE XIII

ARTICLE XIII

SEPARABILITY CLAUSE - PRIOR AGREEMENTS

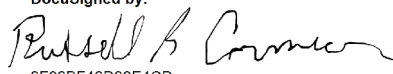
Section 13.01 - Changes - Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.


Section 13.02 - Prior Agreements - This Agreement shall constitute the only Agreement between the parties covering this type of work with all previous amendments thereto, and all written Agreements entered into prior hereto, which are contrary to any provision hereof are hereby declared null and void.

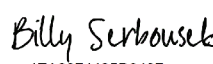
IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of September, 2023.

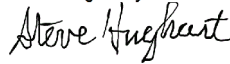
SIGNED FOR THE SOUTHERN ILLINOIS
DIVISION, ILLINOIS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION, INC.

SIGNED FOR LOCAL UNION #702
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

DocuSigned by:

9F08BF46D99E4CD...
Division Chairman

DocuSigned by:

1865A41580734FC...
Business Representative

DocuSigned by:

4EA8074485D3497...
Executive Vice President

DocuSigned by:

8BE0FE8645734D2...
Business Manager

SUBJECT TO THE REVIEW OF THE NATIONAL
OFFICE OF THE NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.

SUBJECT TO THE APPROVAL BY THE
INTERNATIONAL PRESIDENT OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



