

INSIDE LABOR AGREEMENT

SPRINGFIELD DIVISION,
ILLINOIS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

AND

LOCAL UNION #193,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

FOR THE PERIOD
June 1, 2026 TO June 3, 2029

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SPRINGFIELD DIVISION, ILLINOIS CHAPTER, NECA

AND

LOCAL UNION #193

INSIDE LABOR AGREEMENT

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SPRINGFIELD DIVISION, ILLINOIS CHAPTER, NECA
AND LOCAL UNION #193, IBEW

INSIDE LABOR AGREEMENT

RECOGNITION OF PARTIES

Agreement by and between the Illinois Chapter, Springfield Division, National Electrical Contractors Association (NECA) and Local Union. No. 193, IBEW.

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 Illinois Chapter, Springfield Division, National Electrical Contractors Association and the term "Union" shall mean Local Union 193, IBEW.

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

BASIC PRINCIPLES

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

SCOPE OF WORK

The Division recognizes that the work covered by this Agreement and to be performed by employees in the bargaining unit provided for in Section 2.11 hereof shall include the handling, placing in position, installation, relocation, repairing, servicing and maintaining of electrical equipment and materials, including maintenance of all bakeouts and the filtering of transil oil.

All work associated with the installation and maintenance of solar photovoltaic systems and arrays. This work shall include ground, roof, pole or building integrated mounting support structures intended for the sole attachment of Photovoltaic equipment. The assembly, installation, connection and wiring of DC Panels. All other AC work associated with Solar installation including but not limited to conduit, wiring, installation, inverters, batteries for grid storage, system chargers and distribution work, etc…

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES -- DISPUTES

Section 1.01 - Effective Date

This Agreement shall take effect June 1, 2026 and shall remain in effect until June 3, 2029, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1st through May 31st of each year, unless changed or terminated in the way later provided herein.

Section 1.02 - Termination or Change Notice

(a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

Section 1.03 - Amend by Mutual Consent

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

Section 1.04 - Work Stoppage - Lockout

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

Section 1.05 - Labor Management Committee

There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select

its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06 - 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 members of the Committee, two from each of the parties thereto, 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 - Employer - Employee

(a) The term "Employer" as used herein shall mean an individual electrical contracting firm who, by membership in the Division or by individual written stipulation, agrees to abide by all of the terms and provisions of this Agreement. The term "Employers" as used herein shall mean all such individual contracting firms collectively.

(b) The term "employee" or "employees" as used herein shall mean those employees coming within the bargaining unit provided for in the Scope of Work and Sections 2.10 and 2.11 hereof.

Section 2.02 - Qualification of Contractors

The term "individual electrical contracting firm" as set forth in Section 2.01 shall mean a person, firm or corporation whose principal business is electrical contracting, having certain qualifications, knowledge, experience and financial responsibility required for everyone desiring to be an Employer in the electrical industry, recognizes the provisions of this Agreement and agrees to fulfill the following requirements:

(a) Maintain a permanent place of business equipped with a business telephone.

(b) Maintain an adequate financial status to meet all financial obligations of Employer under this Agreement.

(c) Make contributions to the Illinois Unemployment Compensation Commission on all employees.

(d) Maintain coverage for all employees under Workers' Compensation Insurance with a company authorized to do business in the State of Illinois.

(e) Maintain coverage for all employees under Social Security and other protective insurance as may be required under Federal or State Law.

(f) Maintain all tools, equipment and vehicles owned by the firm in a manner as to insure the safety of the employees.

(g) Immediately comply with any decision which may result from the proper application of the dispute procedure provided for in Article I of this Agreement.

Satisfactory proof of compliance with the above requirements and qualifications shall be furnished within 72 hours to the Union and/or the Labor Management Committee on request and failure of an individual Employer to so comply will be deemed valid and sufficient cause for the cancellation of this Agreement with such Employer after the facts have been determined by the International Office of the Union.

Section 2.03 - Employers Working

(a) It is agreed by the parties hereto that an Employer or a person connected with such Employer's firm, except those employees coming within the bargaining unit provided for in Section 2.11 hereof, will not perform any work normally performed by employees in said bargaining unit. However, in case of an emergency endangering life and/or property and on emergency service or repair work outside of regular working hours (as provided for in Section 3.01 hereof) when such employees in the said bargaining unit are not readily available, the Employer or other persons connected with the firm may perform such emergency service and/or repair work as is necessary to restore service to the customer.

(b) One member of a firm may be allowed to work with the tools provided one Bargaining Unit Employee is also employed. The member of the firm to be employed with the tools shall be registered with the Local Union by name in writing.

(c) **OWNER IN FACT** – An employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the Employer and/or who exercises control over the company may be deemed an “Owner in Fact” of the company.

All determinations as to an individual’s status as an “Owner in Fact” shall be made by the Labor-Management Committee, based on consideration of the individual’s control over the company, and shall be conclusive upon the parties. Should the Committee fail to agree, the matter shall be referred to the Council on Industrial Relations.

On behalf of any such “Owner in Fact” the Employer shall pay contributions to the Fringe Benefit Funds on the basis of actual gross wages and actual hours worked but at a minimum contributions shall be made as though such individual worked not less than forty (40) hours per week for fifty (50) weeks per year for Health & Welfare, Local Pension, NEBF, and JATC, with all other benefits paid on actual hours worked.

Section 2.04 - Employee Contracting

No employee in the bargaining unit covered by this Agreement, except those meeting the requirements of "individual electrical contracting firm" as defined in Section 2.02 hereof shall himself become a contractor for the performance of any electrical work.

Section 2.05 - 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 2.06 - Management's 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 2.07 - 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 2.08 - Bonding

Employers shall furnish a payroll bond in the amount of $5,000 for one employee, $10,000 for two employees, or $15,000 for three or more employees, to meet the payroll and fringe benefits requirements; copy of said bond to be filed with the Local Union Office. A $15,000 payroll bond shall be furnished when an employer is signatory to more than one agreement; the $15,000 payroll bond shall cover all Local 193 agreements. An irrevocable letter of credit may be used in lieu of a payroll bond.

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 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

(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 the building, structure or other work, will be deemed a material breach of this Agreement.

(c) All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.10 - 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 day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.11 - Union as Bargaining Agent

The Division, on behalf of all Employers operating under this Agreement, agrees to recognize the Union as the sole and exclusive representative of all employees coming within the bargaining unit consisting of all employees in the different employee and work classifications set forth in Section 3.03 hereof for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment.

Section 2.12 - Job Access

Representatives of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement.

Section 2.13 - Stewards

The Business Manager of the Union shall have the right to appoint a Steward at any shop and on all jobs where employees are employed under the terms of this Agreement. Such Stewards shall see that the terms and provisions of this Agreement are being observed at all times. They shall be allowed sufficient time by the Employer to attend to their duties as such, however, this shall not be construed as requiring the Employer to place a nonworking Steward on any job. Under no circumstances shall Stewards be discriminated against for the faithful performance of their duties as such.

Provided, further, Stewards shall in no case cause a stoppage of work. In any case of trouble in the shop, or on the job, which they cannot adjust with the Employer or his designated representative, they must refer such matter to the Business Manager of the Union.

Section 2.14 - Removal of Employee

If the Union or its representatives decide to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, no removal shall take place until notice is first given to the Employer involved. It is further understood and agreed that the Division and Employers operating under this Agreement will not consider such action by the Union and/or its representatives as being in violation thereof.

When such removal takes place, the Union or its representatives shall direct the members on such job to carefully put away all tools, material, equipment, or any other property of the Employer in a safe manner or return them to the shop of the Employer if so directed by him. 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 - Work Corrections

Employees shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

Section 2.16 - Use of Materials and Equipment

It is hereby understood and agreed that it is the policy of the members of the Union to promote, by all legal means, the use of materials and equipment which is manufactured, processed or

repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

Section 2.17 - Union Dues Deduction

The Employer agrees to deduct and forward to the Financial Secretary of the Local Union--upon receipt of a voluntary written authorization--the additional working dues from the pay of each IBEW member. The amount deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 2.18 – 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 shall be forwarded to, and received on or before the fifteenth (15^{th}) day following the end of each calendar month. In addition, each employer shall also file a monthly electronic payroll report through ePRLive as required on or before the fifteenth (15^{th}) day following the end of each calendar month. The employer shall make payments due to the listed funds by Electronic Funds Transfer through the ePRLive reporting system 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 - Work Day and Work Week

By mutual consent, any eight (8) consecutive hours between 6:00 a.m. and 4:30 p.m., with one-half (1/2) hour intermission for lunch, shall constitute a regular work day. Five (5) consecutive work days, Monday through Friday, shall constitute a regular work week, except when a designated holiday intervenes the work week shall consist of four (4) days. Hourly wage rates for the foregoing shall be those set forth in Section 3.03.

(a) With the approval of the Union, the employer may establish a four (4) ten hour shift exclusive of the thirty-minute unpaid lunch period at the straight time wage rate. Such approval shall not be unreasonably withheld. Any forty hours per week shall constitute a week's work Monday through Friday.

In the event a job is down due to weather conditions or holiday then Friday may be worked as a makeup day at the straight time wage rate. If Friday is scheduled as a makeup day a minimum of eight hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten hours per day or forty hours per week. Starting time will be designated by the Employer and the Union.

Section 3.02 - Overtime Wages and Holidays

(a) All overtime at time and one-half (1 1/2X) the straight time rate of pay, Monday through Saturday. This shall also apply to service work performed on Saturday. Any work performed on Sunday shall be at double (2X) the straight time rate of pay.

(b) All other overtime and work performed on the following designated holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day, or days celebrated as such shall be paid at double the wage rates set forth in Section 3.03. Any designated holiday falling on a Saturday shall be

celebrated on the preceding Friday and any holiday falling on a Sunday shall be celebrated the following Monday.

(c) Labor Day Work - No work shall be performed on Labor Day, except in case of emergency repair work necessary to restore service to the customer.

(d) Veteran's Day - With proper notification to the Employer, an employee will not be discriminated against if he/she chooses to celebrate Veteran's Day on Veteran's Day.

Section 3.03 - Wage Rates

The minimum hourly rate of wages shall be as follows:
(For a complete wage and benefit breakdown, as well as apprentice rates, please see Appendix "A")

(a) Effective June 1, 2026 thru November 29, 2026:
Journeyman Wireman $44.89

(b) Effective November 30, 2026 thru May 30, 2027:
Journeyman Wireman $46.80

(c) Effective May 31, 2027:
Subtotal Package Increase.....$5.00

(d) Effective June 5, 2028:
Subtotal Package Increase.....$4.00

Package increases shall take effect on the date of the first full pay period after the anniversary date of the increase or as the actual date may be determined (above). The Union has the right to allocate all or part of the increase to existing fringe benefits.

APPRENTICE WIREMAN – SIX (6) PERIODS

PERIOD	WAGE RATES
1	45% of Journeyman Rate
2	45% of Journeyman Rate
3	50% of Journeyman Rate
4	60% of Journeyman Rate
5	75% of Journeyman Rate
6	90% of Journeyman Rate

In addition to on-the-job training hours, corresponding classroom instruction must be completed before being advanced to the next pay level.

Foremen .....Journeyman Wireman Rate + $2.50

General Foreman .....Journeyman Wireman Rate + $3.25

Employer shall deduct working dues - See Article II, Section 2.17. The Employer shall deduct, if the employee chooses, five percent (5%) per hour for each hour worked for Savings Plan, as per Article VI, Section 6.07.

Section 3.04 - Pay Day

Wages shall be paid not later than the regular quitting time on Friday of each week for all time worked up to 11:59 p.m. on the Sunday previous. When employees are required to report at the Employer's shop for wages due them, they shall so report on the Employer's time. If payroll

information from the field is found to be incorrect, the Employer will have until the following week to correct the payroll without further liability on corrections of four (4) hours or less. Should an Employer fail to pay wages as hereinbefore provided, employees shall be paid waiting time at one and one-half times their regular rate of wage until they are so paid; but not more than eight (8) hours in any twenty-four (24) hour period.

In the event checks given by the Employer for wages due are not negotiable, the Employer shall thereafter be required to pay all wages in currency until such time as satisfactory proof is given the Union that future checks issued will be negotiable.

(a) Payroll by direct deposit is acceptable if mutually agreed upon by the employer and employee. This manner of payment, once adopted, may not be changed except upon fourteen (14) days advance written notice to the employer. If payday falls on a legal holiday or day celebrated as such, payday shall be the day prior to said holiday. In cases of layoff, the employee shall be paid immediately by check, or if paid by direct deposit it must be posted not later than 4:30pm of the same day. When failure of transmittal of payroll occurs within a financial institution, out of control of the employer, the employer shall not be held responsible.

Section 3.05 - Lay Off and Termination

(a) Should any employee be discharged or laid off, he must be paid all wages due him immediately and be given sufficient paid time by the Employer to gather his tools. Should the Employer fail to pay such employee for the time necessary to gather his tools, then the Employer shall pay such employee at his regular rate of wage for the time necessary to gather his tools. Employers shall be required to furnish termination slips when laying off or discharging employees.

(b) Termination Slips - Parties agree to a Referral/Termination Slip to be jointly agreed upon by the parties and printed by the Union and supplied to the Employers. See Appendix B.

Section 3.06 - Show up Time and Reporting for Work

(a) When employees report at the shop or job at the normal starting time, unless notified at least two (2) hours before the starting time, and cannot start to work because of inclement weather, lack of materials, or other reasons beyond their control, they shall receive two (2) hours reporting time at the straight time rate of pay, providing they remain available for work during said two (2) hour period, unless released by the Employer or the Foreman.

(b) When during the regular work day between starting time and normal quitting time within the regular work week of Monday to Friday, inclusive, employees are unable to continue work because of inclement weather, material shortages or other reasons beyond their control, they shall receive two (2) hours pay at straight time rates for each two (2) hours or fraction thereof worked before being released by the Employer or the Foreman, e.g., employees released within two (2) working hours after starting time shall receive two (2) hours pay -- employees released after two (2) working hours time and before four (4) hours working time after starting time shall receive four (4) hours pay -- employees released after four (4) hours working time and before six (6) hours working time after starting time shall receive six (6) hours pay -- employees released after six (6) hours working time after starting time shall receive eight (8) hours. Employees shall remain available for work until released by the Employer or the Foreman.

(c) Employees performing job maintenance or repair work shall be paid only for the time worked and traveling to and from the job.

(d) <u>Reporting for Work</u> - Employees instructed by the Employer to report to the Employer's shop or to a supply store for material or for other purposes, shall report at the place

designated and at the designated starting time, the same as going to the job direct. Should they be required to report at the Employer's shop at the termination of the work day, they shall come in on the Employer's time.

Section 3.07 - Shift Clause

When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive days' duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

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

Section 3.08 - Foreman

All Foremen, including General Foremen, shall be selected by and be the agent of the Employer on the job to which assigned. Such Foremen shall be assigned and serve in accordance with the following:

(a) On any job requiring four (4) or more journeymen employees for more than two (2) consecutive working days a Foreman shall be appointed or designated. No more than sixteen (16) working hours shall be permitted within these two (2) consecutive days.

(b) When ten (10) or more journeymen employees are employed on a job, an additional Foreman shall be assigned. Thereafter, additional Foremen shall be assigned for each additional eight (8) journeymen employees employed on the job.

(c) When a second (2nd) Foreman is added to the job, the Employer shall select a non-working General Foreman who may be assigned a crew. When there are three (3) Foremen and a General Foreman assigned to a job, the General Foreman shall not be assigned a crew.

(d) In the event of reduction of forces, when there are less than two (2) Foremen on the job, the General Foreman may be demoted to Foreman. Foremen displaced through reduction

of forces may be demoted to journeyman status in the inverse order of their assignment as Foreman.

(e) All Foremen and General Foremen shall be subject to the ordinary course of disciplinary action by the Employer and recourse set forth under Article I hereof.

Section 3.09 - Foreman Call-out

The Employer shall have the option to call for a Foreman, by name, provided said applicant has been laid off and is on the out-of-work list. If said applicant has quit his/her previous employer or been terminated for cause they shall not be eligible for call out until after a 30 working-day waiting period. Said applicant shall remain a Foreman and be paid Foreman's wages. After 500 hours if the applicant continues employment with the Employer, and is no longer performing Foreman duties, he may be reduced to Journeyman status.

Section 3.10 - Tools

Journeymen employees shall provide themselves with the following tools to perform the normal type of work to which assigned:

Tool Box	1 Electrician's Knife	1 Pencil
1 6' Rule	1 Claw Hammer	1 Pair 8" Cutting Pliers
1 Center Punch	2 Screw Drivers (1 6" & 1 8")	1 Plumb Bob
1 Hacksaw Frame	1 Square	Flashlight
Voltage Tester	1 Small Level	1 14" Pipe Wrench
2 Crescent Wrenches (1 - 8" and 1 - 12")	1 Compass Saw	2 Prs. Channel Lock Pliers

This list is intended to mean the minimum number of tools required. However, the Employer shall furnish all pipe wrenches over 14", all cutting tools, hacksaw blades, key hole saw blades, wood bits, drills and taps, star drills and special tools of any kind, safety devices and all facilities for delivering tools, material and equipment to and from the job. No employee shall use his personal conveyance for these purposes.

Employees shall be held responsible for tools and equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes or other safe place for storage. Tools and Safety Equipment must be returned to the Employer upon request.

Section 3.11 - Travel

All fares for bus or other transportation for employees in excess of one such fare each way daily shall be paid for by the Employer. When employees are sent outside of the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.

Section 3.12 - Job Site Facility

The Employer shall furnish a safe place for the storage of employee's tools and clothing, which place shall be subject to approval of the representative of the Union.

Section 3.13 - Safe Use of Tools or Machinery

There shall be no restrictions imposed on the use of tools or machinery in the performance of work to be performed under the provisions of this Agreement, except that the operation thereof shall be performed by or under the supervision of a journeyman employee, and, provided further, that all such tools or machinery meet all safety standards. Should any question arise as to safe use of such tools or machinery, the same shall be determined by the Labor-Management Committee provided for in Section 1.07 hereof.

Section 3.14 - Personal Protective Equipment and Responsibility

All safety laws, rules, standards and regulations shall be observed on all jobs and Personal Protective Equipment will be used at all times when required. All applicants for referral shall have an OSHA 10-Hour card. The Springfield NECA/IBEW Local #193 JATC shall provide and make available to all IBEW members covered by this agreement.

Section 3.15 - Work on Circuits 440 Volts or Over

On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two (2) or more journeymen employees must be assigned to work together or, one journeyman may be replaced by a fifth/sixth period apprentice. This provision shall also apply on outdoor sign installations and when cable splicing is being performed.

Section 3.16 - Cutting and Welding

The cutting, threading, bending, welding, drilling and tapping of all conduit, iron, copper or other metals in connection with the installation of electrical materials and equipment shall be performed on the job or at the shop of the Employer by employees covered by this Agreement. Such employees shall perform all channeling, chasing and cutting of metal, stone, masonry, and concrete necessary for the installation of electrical work on the job.

Section 3.17 - Conduit Requirements

When galvanized ridged steel or intermediate metal conduit only, two (2) inches or over is to be installed, two (2) employees shall be assigned where practical.

Section 3.18 - Vacation Notice

An employee may request time off for vacation upon mutual agreement with his Employer and at least two (2) weeks' notice has been given to said Employer. Said request shall not be used for cause for dismissal.

Section 3.19 - Overhead Cranes

Journeymen employees operating overhead cranes shall work in this capacity for periods of no less than four (4) hours. The periods shall be 8:00 A.M. to 12:00 P.M. and 12:30 P.M. until 4:30 P.M. Should a condition arise when the employee does not start his afternoon shift at 12:30 P.M. but is called at a later time in the day, the remaining time of the four (4) hour period shall be extended to the next 8:00 A.M. to 12:00 P.M. period, e.g. The crane operator is required to make a lift at 3:00 P.M., his eight (8) hour work day ends at 4:30 P.M., so to complete his four (4) hour period on the crane he would operate the crane the following day from 8:00 A.M. to 10:30 A.M. providing he was not scheduled to operate the crane that day.

Section 3.20 - Wages for Work above Forty Feet

(a) When work is performed forty (40) feet or more above the ground or permanent floor in a boatswain chair, swinging scaffold or picks or any makeshift scaffold the wage rate applicable thereto shall be 10% above the regular hourly rate of pay. This Section will apply when the workman's body is supported at the 40 foot level or above.

(b) On radio towers, water towers, smoke stacks over fifty (50) feet two (2) times the regular rate of pay and a standby man shall be required at the base of the structure at the regular rate of pay.

Section 3.21 - JATC Training Facilities

Local 193 shall provide facilities for use as classrooms. This will include covering expenses for janitorial services.

Section 3.22 - Journeyman Training

The parties to this agreement recognize the importance of continued education in the electrical industry and are jointly committed to provide quality training programs and safety education. The members of Local #193, IBEW working under this agreement have an inherent

responsibility to continue their education. A minimum of four (4) hours per year is encouraged for all members to include classes such as OSHA 10-Hour, HazCom, and other skill improvement classes.

Section 3.23 - Attire

In an effort to improve the public's perception of the Electrical Contracting Industry and enhance employment opportunities for contractors and their employees, the parties hereby advocate the following standards of behavior and attire:

Abusive, profane, or threatening language is unprofessional and inappropriate. Also, any acts of harassment or discrimination regarding sex, religion, age, disability, or national origin are not to be tolerated.

Clothing worn on the job shall not be objectionable to the customer and should be appropriate to the work being performed and the conditions encountered. Article of jewelry or personal accessories such as chains, necklaces, earrings, watches, shoes, or material with conductive thread should not be worn when those items could pose a physical threat. Torn, ragged, or dirty clothing portrays a negative image of our industry and should be avoided. Any clothing with lewd, obscene, or otherwise suggestive wording or pictures is totally inappropriate.

Personal grooming should be consistent with the parties' intent to depict a professional image. Head and facial hair should be clean and well kept. If either is worn long, it should be constrained in such a manner that it is not a safety hazard. General cleanliness is also encouraged, especially when contact with a customer or the general public can be expected.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.01 - Referral

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

Section 4.02 - Source

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

Section 4.03 - Rejection

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

Section 4.04 - Union Membership 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 - Group Register

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

JOURNEYMAN WIREMAN -- JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, or have at least twelve thousand (12,000) hours experience in the trade, and, who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by the collective bargaining Agreement.

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

GROUP II All applicants for employment who have four or more years' experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee or have at least twelve thousand (12,000) hours experience in the trade.

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

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

Section 4.06 - Temporary Employees

(a) 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".

(b) 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 4.07 - 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:

All the State of Illinois consisting of Sangamon, Logan, Menard, Cass, Morgan and Scott Counties; Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South

Palmyra, South Otter, and Nilwood in Macoupin County; Townships of Bois D'Arc, Pitman and Harvel in Montgomery county; Townships of Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek and Mason in Mason County.

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 area under the Davis-Bacon Act to which the Agreement applies.

Section 4.08 - 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 4.09 - Examinations

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

Section 4.10 - 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 4.11 - Re-Registration

An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the List.

Section 4.12 - Re-Registration (40 Hours or Less)

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 4.13 - Method of Referral of Applicants

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

Section 4.14 - Exceptions

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

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

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however,

that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

(c) 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 upon the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15 - 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 4.16 - 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 Sections 4.04 through 4.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this agreement.

Section 4.17 - Inspection of Referral Records

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

Section 4.18 - Posting of Copy of Referral 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 4.19 - Hiring of Apprentices

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

Section 4.20 - Reverse Layoff

When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

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

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.14 (a) is required.

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

ARTICLE V

APPRENTICESHIP & TRAINING

Section 5.01 - Joint Apprenticeship & Training Committee

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

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

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

Section 5.02 - Term of Office

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

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

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

Section 5.03 - Resolution and Deadlocked Issues

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

Section 5.04 - Trust Fund & Subcommittees

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

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

Section 5.05 - Training Director

The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06 - Job Training Assignments

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

Section 5.07 - Indenture & Removal from Program

All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08 - Ratio

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

Section 5.09 - Requesting Apprentices

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

Section 5.10 - Use of Unindentured

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

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

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured, such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 5.11 - Benefit Plans

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

Section 5.12 - Job Site Ratio

Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
l to 3	2
4 to 6	4
etc.	etc.

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

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

All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 5.13 - Apprentice Supervision

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

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

Section 5.14 - Graduation from Program

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

Section 5.15 - Trust Fund Agreement

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

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

Section 5.16 - Contribution

All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the party's signatory to the local apprenticeship and training trust agreement. Effective June 3, 2024 the current rate of contribution is forty cents ($0.40) for each hour worked by Journeymen and Apprentices until such time as the sum of the JATC bank accounts and reserves are reduced to $135,000. When the bank accounts and reserves reach $135,000 the JATC contribution will be increased to seventy cents ($.70) for each hour worked by Journeyman and Apprentices until such time the JATC bank accounts and reserves are increased to $275,000. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

FRINGE BENEFITS 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 the 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 & Welfare Trust Fund

(a) **Contribution** - It is mutually agreed that the Employer shall contribute to the NECA-IBEW Welfare Trust Fund effective June 1, 2025 the sum of eight dollars and eighty-five cents ($8.85) per hour for each hour worked by each eligible employee as defined in the Trust

Agreement which established such Fund. Such payment shall be made monthly on such forms as are provided by the fund Trustees. Contributions shall be sent by Electronic Funds Transfer through the ePRLive reporting system 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.

(b) **Termination on 72 Hour Notice** - 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, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the NECA-IBEW Welfare Trust Fund.

Section 6.03 - NECA-IBEW Pension Trust Fund

Employer agrees to be bound by the Agreement and Declaration of Trust entered into March 14, 1972, establishing the NECA-IBEW Pension Trust Fund and by any amendments to said Trust Agreement.

(a) **Trustees -** Employer irrevocably designates as his representative among the Trustees of said fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

(b) **Contribution** - Employers shall contribute into the NECA-IBEW Pension Trust Fund effective June 3, 2024 twelve dollars and nine cents ($12.09) per hour for each hour worked in the preceding month, for all employees, except first year probationary apprentices and unindentured, covered by this Agreement. Contributions shall be made on or before the 15th of the month following the month for which they are due. Payment shall be made by Electronic Funds Transfer through the ePRLive reporting system to the NECA-IBEW Pension Trust Fund office.

(c) **Termination** - Employers who fail to remit regularly and fail to show satisfactory proof that delinquent payments have been paid shall be subject to having this Agreement terminated after seventy-two (72) hours' notice in writing has been served by the Union.

Section 6.04 – IBEW NECA Conduit 401(k) Plan

(a) The parties to this Agreement effective June 1, 1996 have established the IBEW Local #193 401(k) Plan of Local No. 193 IBEW -Springfield Division, Illinois Chapter, NECA, ("the Chapter") and effective April 1, 2021 have established the IBEW NECA Conduit 401(k) Plan ("the Plan") into which Plan the IBEW Local #193 401(k) Plan shall be merged, and into which Plan all contributions transmitted subsequent to March 31, 2021 shall be delivered. The Plan and its Trust Agreement shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended, the Employee Retirement Income Security Act (ERISA), as amended, and/or other applicable federal laws.

(b) The Plan is a Tax Deferred Savings Plan which conforms to 401 Section(k) of the Internal Revenue Code. The parties have submitted this Plan and Trust Agreement to the Internal Revenue Service which has determined that the Plan qualifies for tax exemption.

(c) This Trust Agreement and Plan are subject to retaining such approval of the Internal Revenue Service as the Employers and Trustees may find necessary to establish the deductibility for tax purposes of any and all contributions made by Employees here under applicable provisions of the Internal Revenue Code for which the Employers may be

liable. In the event Employers have any problems in this regard with tax deductibility, the Union and Chapter shall promptly meet to solve this problem, which solution may include retroactive amendments to this Trust Agreement or to the Plan. Qualification of the Plan under IRC Section 401(k), under Section 302 of the Labor Management Relations Act of 1947, as amended, and under those provisions applicable under the Employee Retirement Income Security Act (ERISA), as amended, shall be a condition to the continuation of the Plan.

It is a condition to the payment of contributions to the Plan that such contributions be tax deductible by the Employer, tax deferrable for the Employee and that the earnings of the Plan Trust are tax deferred; the Chapter and Union shall secure such assurance of compliance with these conditions as they deem necessary.

(d) No Employer contributions shall be required to this Plan. The Employer, upon receipt of written authorization, agrees to deduct from wages and forward to the Plan voluntary contributions elected by participants, subject to limitations prescribed by the Plan and Trust Agreement and law. No deductions will be made prior to appropriate notice to the Employer by Fund Trustees. Subsequent to notice from Fund Trustees, the Employer agrees to forward monthly to the Administrator, established in this Agreement, the amount designated by the participant and deducted from wages.

(e) The Plan shall be a Defined Contribution Plan and all contributions by participants shall be strictly voluntary.

(f) It is the intent of the parties that the Plan shall be administered by John Hancock and all administrative costs be paid out of the Plan's participants accounts.

(g) Amounts deducted by Employers from the wages of an Employee for payment to the Plan are not to be treated as reducing the gross earnings of Employees upon which Employer contributions to other fringe benefit trusts funds are calculated, for overtime wage calculations, or for other purposes under this Agreement. Example: The 3% of gross monthly payroll due to NEBF is not to be reduced because of Employee salary deferrals paid to the Plan.

(h) Monthly transmittal shall be made by the Employer on or before the 15th of the month following the month for which they are due, to the Administrator of said plan. Payment shall be made by Electronic Funds Transfer through the ePRLive reporting system to the IBEW-NECA Conduit 401(k) Plan.

(i) Employers who fail to remit withheld contributions shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent withheld contributions have been made.

Section 6.05 - Industry Fund

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:

(a) 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.

(b) 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 by Electronic Funds Transfer through the ePRLive reporting system no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

Section 6.06 - Administrative Maintenance Fund

(a) Effective January 1, 2012, all Employers covered by this Agreement shall contribute $0.20 per hour for each hour worked under this Agreement, up to a maximum of 150,000 hours per year, to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted by Electronic Funds Transfer through the ePRLive Reporting system, with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Illinois Chapter, NECA and not the Local Union. It is anticipated that the amount of contribution may be increased during the term of this Agreement.

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

Section 6.07 - Savings Plan

(a) The Employer agrees to deduct from any member of the IBEW that chooses to give written authorization five percent (5%) per hour for each hour worked from the weekly pay of each employee for a savings allowance. Such monies withheld shall be submitted with a monthly transmittal and the Savings/Credit Union ePRLive report to the Citizens Equity Federal Credit Union, P.O. Box 1715, Peoria, Illinois 61656-1715, and shall be remitted on or before the 15th day of the month following the month for which deductions were made.

(b) Employer shall make all legal withholdings for income tax, social security, etc., from the total wages, then deduct a full five percent (5%) per hour of total gross wages for the savings allowance for monthly transmittal to the Citizens Equity Federal Credit Union, for those members that give authorization.

(c) The monthly transmittal shall cover every employee subject to said principal Agreement on the payroll for all payroll weeks within the calendar year.

(d) Monthly transmittal forms shall be furnished to the Employer and shall be filled out as stated. A duplicate copy of said form shall be forwarded by the Employer to the Union for record. One copy shall be retained by the Employer.

(e) Administrative Costs - The Administrator shall pay for all administrative costs incurred in the operation of the plan other than those incurred within the office of the Employer.

(f) Termination on 72 Hour Notice - Employers who fail to remit payments to the Citizens Equity Federal Credit Union shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been made.

Section 6.08 – Health Reimbursement Arrangement (HRA)

(a) Contribution - It is mutually agreed that the Employer shall contribute to the NECA-IBEW Welfare Trust Fund - Health Reimbursement Arrangement 2% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit. This is not applicable for first year probationary apprentices, unindentured or non-bargaining unit employees. Such payment shall be made monthly on such forms as are provided by the Welfare Fund's Trustees. Contributions shall be made by Electronic Funds Transfer through the ePRLive reporting system to the Trustees of the NECA-IBEW Welfare Trust Fund - HRA and shall be paid on or before the 15th day of the month, following the month for which hours were worked.

(b) Termination of 72 Hour Notice - 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, provided the employer fails to show satisfactory proof that delinquent payments have been paid to the NECA-IBEW Welfare Trust Fund - HRA.

(c) Effective May 31, 2016, contributions to the Retiree Medical VEBA Trust shall cease. The parties hereto anticipate that the Retiree Medical VEBA Trust will merge with the NECA-IBEW Welfare Trust Fund - HRA or otherwise terminate its operations as soon as administratively feasible.

ARTICLE VII

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 7.01 - Purpose of Fund

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;

(6) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;

(7) to engage in public education and other programs to expand the economic development of the electrical construction industry;

(8) to enhance the involvement of workers in making decisions that affect their working lives; and;

(9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 7.02 - Function - Participation

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

Section 7.03 - Contribution

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

Section 7.04 - Delinquent Contributions

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

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01 - Purpose of Fund

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

(1) to improve communications between representatives of Labor and Management;

(2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;

(3) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

(4) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;

(5) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and 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 - Function - Participation

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

Section 8.03 - Contribution

Each employer shall contribute no contribution. Payment shall be forwarded monthly, ina form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 - Delinquent Contributions

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

ARTICLE IX

PERSONAL SAFETY ITEMS

Section 9.01 - Safety Items

Employees shall provide themselves with approved safety shoes and prescription safety glasses to perform the normal type of work to which assigned.

ARTICLE X

SUBSTANCE ABUSE POLICY

Section 10.01 - Substance Abuse Policy

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

ARTICLE XI

CODE OF EXCELLENCE

Section 11.01 – 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.

ARTICLE XII

SEPARABILITY CLAUSE

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of June, 2026.

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

Tim Brinkman

Tim Brinkman (Jun 5, 2026 09:13:55 CDT)

Division Chairman

Billy Serbousek

Billy Serbousek (Jun 5, 2026 08:43:45 CDT)

Executive Vice President

SIGNED FOR LOCAL UNION #193, OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Mac Broglin (Jun 5, 2026 18:03:08 CDT)

President

David Wells

Business Manager & Financial Sec.

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

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

June 25, 2026

Kenneth Cooper,
International President

This approval does not make the International a party to this agreement.

MEMORANDUM OF UNDERSTANDING

To The Inside Labor Agreement
Between
Springfield Division, Illinois Chapter, NECA
and
Local Union #193, International Brotherhood of Electrical Workers

This Memorandum of Understanding is entered into between the Illinois Chapter, Springfield Division, National Electrical Contractors Association and Local Union No. 193, International Brotherhood of Electrical Workers, approved this 1st day of June, 2026 shall remain in effect for the term of the Inside Labor Agreement.

Special Needs Shift Work

Using standard shift language (See Article III, Section 3.07) shifts of less than five (5) days will be allowed with approval of Local Union #193.

A shift may start if requested by the customer and approved by Local Union #193, two (2) hours in either direction of those listed in the standard shift language.

If requested by the customer, a shift outside of the regular work hours may be designed for less than five (5) days for any continuous eight (8) hour period of work with one-half hour for lunch. Employees working this shift shall receive the straight time rate plus ten percent (10%) for the eight (8) hours worked. This shall be for maintenance work only and shall not apply to new construction or renovation projects.

SIGNED FOR THE SPRINGFIELD DIVISION,
ILLINOIS CHAPTER, N.E.C.A.

Tim Brinkman
Tim Brinkman (Jun 5, 2026 09:13:55 CDT)
Division Chairman

Billy Serbousek
Billy Serbousek (Jun 5, 2026 08:43:45 CDT)
Executive Vice President

SIGNED FOR LOCAL UNION NO. 193,
I.B.E.W.

Mac Broglin (Jun 5, 2026 18:03:08 CDT)
President

David Wells
Business Manager

MEMORANDUM OF UNDERSTANDING

To The Inside Labor Agreement
Between
Springfield Division, Illinois Chapter, NECA
and
Local Union #193, International Brotherhood of Electrical Workers

This Memorandum of Understanding is entered into between the Illinois Chapter, Springfield Division, National Electrical Contractors Association and Local Union No. 193, International Brotherhood of Electrical Workers, approved this 1st day of June, 2026 shall remain in effect for the term of the Inside Labor Agreement.

Special Shift Modification

This Special Shift modification may be established upon request by the customer and with the approval of Local Union 193, IBEW.

It is designed for use in those circumstances when the assigned work hours do not coincide with those of the standard shift language contained in Article III, Section 3.07.

The shift must be of at least five days duration and worked within the hours prescribed for the second and third shifts. The shift work week would be Monday thru Friday, with an allowable Monday start time on Sunday night.

Wages for hours worked using this Special Shift Modification would be the regular hourly rate plus 31.4% for eight hours work with an unpaid one-half hour break for lunch.

SIGNED FOR THE SPRINGFIELD DIVISION, ILLINOIS CHAPTER, N.E.C.A.

Tim Brinkman
Tim Brinkman (Jun 5, 2026 09:13:55 CDT)
Division Chairman

Billy Serbousek
Billy Serbousek (Jun 5, 2026 08:43:45 CDT)
Executive Vice President

SIGNED FOR LOCAL UNION NO. 193, I.B.E.W.

Mac Broglin (Jun 5, 2026 18:03:08 CDT)
President

David Wells
Business Manager

MEMORANDUM OF UNDERSTANDING

To The Inside Labor Agreement between Springfield Division, Illinois Chapter, National Electrical Contractors Association, Inc. and Local Union #193, International Brotherhood of Electrical Workers

This Memorandum of Understanding is entered into between the Springfield Division, Illinois Chapter, National Electrical Contractors Association, Inc. and Local Union #193 International Brotherhood of Electrical Workers to agree on the following modifications and/or changes effective June 1, 2026 through the term of this agreement.

Purpose: The intent and purpose of this Memorandum of Understanding is to seek ways and means to ensure that manpower can be promptly supplied and to ensure that manpower needs can be met in a reasonable and cost-effective manner. The use of CW-CE classifications under the Inside Agreement will help meet the manpower needs of contractors, the needs of lesser qualified persons and provide a career path for them within the ranks of the IBEW.

Scope of Work: The Scope of Work for work being performed by CW-CE classifications covered under this Memorandum of Understanding shall be: All industrial work; all work performed for a utility company; commercial, maintenance, all work associated with the installation and maintenance of solar photovoltaic systems and arrays as defined in the National Electrical Code including the foundation, support structure, and panel or module installation, and all other electrical work done under this contract provided that the work is not covered by Prevailing Wage or Davis Bacon.

Geographic Jurisdiction: Work covered by this Memorandum of Understanding shall be limited to work performed within the geographic jurisdiction of IBEW Local 193.

Job Site Ratio: Each job site shall be allowed a ratio of two (2) Apprentices/CW-CEs/unindentured workers for every three (3) Journeyman Wiremen.

Number of Journeymen	Maximum Number of Apprentices/CW-CE/Unindentured
1 to 3	2
4 to 6	4
Etc.	Etc.

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

A CW or CE Shall not displace an apprentice.

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

Wages: Wages for the CW-CE Classifications working under this agreement shall mirror the wage and benefit package contained in the Local South Central Illinois Regional Agreement (SCIRA) but the wage shall not be less than that of a 50% apprentice.

JOB REFERRAL
International Brotherhood of Electrical Workers, Local Union No. 193

To_____Address_____

This card introduces_____S.S. No._____

Legal Address_____

Classification_____ Rate per Hour_____ Group_____

My signature on this card hereby authorizes, assigns and transfers into L.U. 193, I.B.E.W. out of earned wages by me while employed by the above named company, a deduction each week of _____ of my gross earnings.

I also authorize a deduction of _____ of my gross earnings to be transmitted to my individual savings account as per Agreement.

The foregoing assignment, authorization and recognitions shall be irrevocable for the duration of the job or jobs on which I will be employed or until the expiration of the Company-Union Agreement whichever shall occur first.

_____ _____ _____
Signature of Employee Business Manager Hire Date

REASON FOR TERMINATION

(CHECK AND EXPLAIN AS NECESSARY)

Last Day Worked _____ Termination Date _____

DISCHARGE FOR CAUSE		CHECK IF VOLUNTARY QUIT □
	ABSENTEEISM (GIVE DATES)	
	NOT QUALIFIED	CHECK IF LAYOFF □
	REFUSES TO WORK AS DIRECTED	
	DRINKING INTOXICANTS	
	FIGHTING	
	DISREGARD OF SAFETY INSTRUCTIONS	
	SUBSTANDARD QUALITY OF WORK	
	OTHER (MISCONDUCT)	

(TO BE SENT TO ALL PARTIES WITHIN 3 WORKING DAYS AFTER AN EMPLOYEE'S EMPLOYMENT IS TERMINATED)

EXPLANATION_____

_____

_____

ELIGIBLE FOR REHIRE: Assume Yes unless this box is checked: □ No

Employer_____

Date_____ Print Name _____ Signature_____

Original and Copies 2 & 3 To Employer Copy 4 for Union Referral Copy 2 for Employee Upon Termination Copy 3 to Union Upon Termination

DRUG ABUSE PREVENTION, DETECTION & AWARENESS PROGRAM FOR MEMBERS OF LOCAL UNION 193 & SPRINGFIELD DIVISION, ILLINOIS CHAPTER, NECA

We are firmly committed to the safe and efficient construction and operation of all projects. The safety and health of project employees, and the quality of construction are of paramount concern. The use, possession, or distribution of drugs in the work place is inconsistent with the achievement of these objectives. There being a delicate balance existing between safety, health, efficiency and the interest of worksite employees' right to privacy, this program recognizes that the union and the employer will not intrude into the off duty lives of workers or their right to privacy. The sole purpose of this policy is the elimination of impairment at the job site. It is recognized that on job impairment is often caused by underlying physical or emotional problems. For that reason, this program includes a drug and alcohol awareness orientation at their pre-employment screening. Accordingly, the parties agree that in order to enhance the safety of the work place, and to maintain a drug free work environment, individual employers may require employees to undergo drug screening by using the following procedures. This policy, and following procedures, are binding, and are mutually agreed to by the parties to this agreement.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Highway Administration ("FHWA") and many states and customers have issued regulations which require the Employer to implement a controlled substance testing program. The Employer & Employees will comply with these regulations and is committed to maintaining a drug-free workplace. All Employees are advised that remaining drug-free and medically qualified to drive and work in safety sensitive positions are conditions of continued employment or service with the Employer.

1. It is understood that the use, possession, transfer or sale of illegal controlled substances is absolutely prohibited while employees are on the employer's job premises, or while working on any site in connection with work performed under the applicable agreements.

2. An employer or owner may declare a job site to be a drug testing site for all employees working on that site. If declared a drug testing site, all Employees referred by Local 193 must be tested before beginning work.

3. All employees will undergo tests for the following controlled substances:
    - A. Amphetamines
    - B. Barbiturates
    - C. Benzodiazepines
    - D. Cocaine
    - E. Opiates
    - F. THC (Marijuana/Cannabinoids)
    - G. Methadone
    - H. PCP

This program does not prohibit the use or possession of any medication prescribed by the employee's physician, or any over-the-counter medication.

4. An Employer may require a fitness for duty determination for the following reasons:

Accidents - Employee involvement in accidents causing property damage of $4,400 or more or serious personal injury shall be grounds for requesting testing for alcohol or controlled substances to determine fitness for duty.

Observed Behavior (Objective Criteria) - The supervisor is responsible for making an initial assessment as to whether an employee is "Fit for Duty." Where the supervisor is defined to be: Company Officer, Safety Director, Project Manager, Superintendent, General Foreman, or Foreman. Such a determination should be based on the supervisor's objective observation of an employee's ability to perform all duties safely and efficiently as well as the employees conduct and attendance. In making this determination, the supervisor is not "diagnosing" but merely noting "behaviors." In some instances, an illness or disease may mimic the symptoms of alcohol or substance abuse. The company will not tolerate the use of this policy to harass or intimidate employees.

Patterns and Indications of a Substance Abuse Problem - The following lists some of the most commonly observed signs that an employee may not be fit for duty. These signs may be considered "for cause" events which will justify assessment for fitness for duty under this policy. This list is not all inclusive. Supervisors may observe other signs and symptoms similar to these that may prompt a request for a fitness for duty assessment.

General

1. An accident
2. Erratic behavior
3. Sudden mood swings
4. Excessive risk taking
5. Poor cooperation
6. Customer complaints
7. Frequent tardiness
8. Excessive absence, Monday/ Friday, payday
9. Frequent mistakes
10. Lack of energy or strength
11. Declining performance
12. Poor quality or quantity of work
13. Unexplained absences

Specific

1. Dilated or constricted pupils
2. Glassy or reddened eyes
3. Slurred speech
4. Alcohol or marijuana on the breath
5. Staggering or unsteady gait
6. Stumbling or falling

If the supervisor determines that the employee is not fit for duty and after a job steward or another union member has been contacted and observed the employee in question, the following assessment procedure should be used.

Procedures to be followed by a supervisor once it has been determined that a fitness for duty assessment is necessary.

It is very important that a supervisor observing signs that an employee is not fit for duty should ask another supervisor to observe the employee for corroboration of the behavioral characteristics. All of the observing supervisors must have successfully completed training in a Fitness for Duty Policy Administration.

The supervisor should remove the employee from the worksite where a confidential meeting can occur. If more than one employee is involved, they should be separated. The supervisor should explain what he/she has observed and ask the employee to explain why he/she appears to be physically or mentally unable to perform this job.

Remember, the supervisor is neither diagnosing nor accusing the employee of being "drunk" or "stoned", but acting on observed behavior. If the employee provides a satisfactory explanation for his/her behavior, the supervisor should make a further assessment to determine the reason the employee appears unfit for duty. The supervisor must document all actions thoroughly. If the employee does not provide a satisfactory explanation, the supervisor should proceed with the following substance screening.

The following procedure may be used when the decision to conduct a test or assessment referral for "fitness for duty" has been made.

Testing Procedure - The Supervisor and union steward for another fellow union member should escort the employee to a medical facility. The employee will be required to provide a urine specimen for testing.

The Occupational Health Nurse should be contacted if questions arise regarding testing procedures or specimen collection facilities.

The collection of urine specimens, the chain-of-custody of the specimen to mutually agreed N.I.D.A. Laboratory, and/or the laboratory testing will be in accordance with the guidelines established by the National Institute on Drug Abuse (N.I.D.A.).

After the Test - Meeting with the Employee - When test results are positive, a meeting with the employee and a Medical Review Officer (MRO) should be scheduled to tell the employee the test results, making sure that the results of the testing are held in the strictest confidence. Only after a meeting between the employee and a medical professional will the Employer be notified of a positive test.
Driver Periodic Testing (Biennial) - Employee-Drivers will be required to submit to testing for the detection of prohibited substances at least once following the adoption of this Policy during the first medical examination of the Employee-Driver. Periodic testing will be discontinued after the first calendar year when the Employer has implemented its random testing program and has achieved a testing rate of 50% of the Employee-Drivers subject to testing as required under federal regulations.

5. All tests shall be conducted using only urine specimens in accordance with current State and Federal Department of Transportation, Initial and Confirmatory Test levels (NG/Ml). Sufficient amounts (a minimum of 6Occ) of the sample shall be taken to allow for an initial test and confirmatory tests. All specimens shall be collected and handled according to strict chain-of-custody procedures as established by N.I.D.A. The sample collection will not be observed directly. The testing procedure is designed to respect employees' rights to privacy.

6. The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or a positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee. The confirmatory test will be by Gas Chromatography -- Mass Spectrometry (GC/MS). Any other confirmatory tests and/or testing shall be at the employee's time and expense. Testing standards for both the initial test, and confirmatory test, will be those established by the National Institute of Drug Abuse. The testing lab used will conform to the standards of the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures; specimen containers shall be labeled with a number, and the donor's signature, and shall be closed with a tamperproof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence. All specimen samples shall be collected at a mutually agreed medical facility such as a hospital, etc. Every effort shall be made to assure the validity and accuracy of all tests.

7. Employees will be advised of test results by an approved MRO. Results, or facts of testing, shall not be released to any owner, any Employer, or any other employee.

Employees shall receive copies of all documents, including, but not limited to, test results, computer printouts, graphs, interpretations and chain-of-custody forms.

Results of the testing shall be held in the strictest confidence, in accord with the American Occupational Medical Association Code of Ethical Conduct for Physicians Providing Occupational Medical Services and the AMA Drug Screening in the Workplace Ethical Guidelines; except as provided in this document.

Except as set forth herein, nothing should infringe on the worker's right to privacy, or job rights and security, as set forth in the collective bargaining agreement; nor shall this program intrude into the off duty lives of the employees, except if the employee reports to work impaired.

It is the intent of this program to comply with all laws and regulations promoting non-discrimination in employment.

Except as set forth herein, no employee shall be required to sign any waiver of his rights.

8. Random physical searches and/or compulsory chemical testing shall not be permitted, except when required by the customer or owner of the work-site or required by Federal and/or State laws. However, in order for an Employer to guarantee the security of this program, that Employer may declare any new project to be drug free. All employees who work on that project site will show either a current "drug-free" card or will be tested.

9. Employees with a negative test result shall be issued a "drug free" card. Any employee possessing a "drug free" card, notwithstanding any other provision of this agreement, shall not be retested for a period of one year from issue date of the card, provided that, if an Employer seeks to retest employees within sixty (60) days of the expiration date of their "drug-free card" prior to the start of a new job, he may do so. Employees not passing the drug screen shall be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.

10. Payment of all testing will be at the expense of the Employers, except as per Paragraph six (6) herein, or as negotiated with Employer signatory with this agreement. The Union shall encourage their members to be tested at a time convenient to them on a voluntary basis during a six month period starting with the date this agreement becomes effective. Payment for time taking the test shall be paid for by the Employer, but shall not be abused by the employee. Abuse of this clause shall be adjudicated by the Labor Management committee.

11. It is recognized by the parties to this agreement that the consensus of all is that alcohol should not be abused. No Employer is expected to retain in his employment any employee showing his work performance is impaired because of alcohol abuse.

12. Employment shall not be denied to any employee, on a subsequent job, who, although had a positive test, was subsequently retested pursuant to this program, and shown to be negative for drugs.

This program does not prohibit the use or possession of any medication prescribed by the employee's physician, or any over-the-counter medication.

13. Any employee who breaches the confidentiality of testing information shall be subject to discipline.

14. All drug tests administered pursuant to this policy shall be for the sole purpose of fulfilling the goals of this policy and shall not be utilized for any other purpose. The drug tests obtained pursuant to this policy shall be confidential in nature and shall be solely for employment purposes.

15. Except as set forth herein, the establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a

court of competent jurisdiction, or a public agency having jurisdiction over the parties, the remaining portion of the policy shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

16. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise solely out of the Employer's application of this program.

Appendix A