SOUTH-CENTRAL ILLINOIS TELECOMMUNICATIONS AGREEMENT

BY AND BETWEEN

CENTRAL ILLINOIS CHAPTER
&
ILLINOIS CHAPTER

of the

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

and

SOUTH-CENTRAL ILLINOIS TELECOMMUNICATIONS COUNCIL,

of the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

FOR THE PERIOD OF

SEPTEMBER 1, 2025 to AUGUST 31, 2028

SOUTH-CENTRAL ILLINOIS
TELECOMMUNICATIONS AGREEMENT
Between
CENTRAL ILLINOIS AND ILLINOIS CHAPTERS, NECA
And
SOUTH-CENTRAL ILLINOIS TELECOMMUNICATIONS COUNCIL, IBEW

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South-Central Illinois Telecommunications Agreement By and Between
The Central Illinois Chapter, NECA and the Illinois Chapter, NECA
and
The South-Central Illinois Telecommunication Council (SCITC)
International Brotherhood of Electrical Workers

Agreement by and between the Central Illinois Chapter and the Illinois Chapter of the National Electrical Contractors Association and Local Union Numbers #34, #146, #193, #197, #309, #538, #601, #649, and #702, IBEW.

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

Conditions relevant to a specific geographic area shall be negotiated and made part of this Agreement as Addenda. Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the aforementioned signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Unions as listed above.

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

BASIC PRINCIPLES

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

SCOPE

The work covered by this Agreement shall include the installation, initial field programming*,testing, service, repair, and maintenance, of the following systems which utilize the transmission and/or transference of voice, data, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, internet protocols intrinsic to the scope of work described in Section A below, [such as voice over internet protocol (VoIP)] inventory control systems, microwave transmission, multi-media, multiplex, radio page, school intercom and sound, burglar alarms and low voltage master clock systems. These systems include devices or components utilizing voltages up to 96 volts. Employees working under the terms of this agreement may install components or devices integral to the covered systems that plug in to standard electrical outlets.

* IBEW members should perform the initial programming of any system whenever members qualified/certified to do so are available.

A. THIS AGREEMENT SPECIFICALLY INCLUDES:

1. Sound and Voice Transmission/Transference Systems

a. Background-foreground music
b. Intercom and telephone interconnect systems
c. Telephone systems
d. Radio page systems
e. School intercom and sound systems
f. Low-voltage master clock systems
g. Multi-media/multiplex systems
h Sound and musical entertainment systems
i. RF Systems
j Antennas and Wave Guide
k. Nurse Call Systems (Exceptions, Scope Section B, #5.)
l. Fire Alarm Systems (Exceptions, Scope Section B, #5.)

2. Television and Video Systems

a. Television monitoring and surveillance systems
b. Video security systems
c. Video entertainment systems
d. Video educational systems
e. Microwave transmission systems
f. CATV and CCTV
g. Satellite Systems (Excluding Towers)

3. Security Systems

a. Perimeter security systems
b. Vibration sensor systems
c. Card access systems
d. Access control systems
e. Sonar/Infrared monitoring equipment
f. Burglar Alarm Systems

4. Communications Systems That Transmit or Receive Information And/or Control Systems That Are Intrinsic to the above Listed Systems (In the Scope)

a. SCADA (Supervisory Control and Data Acquisition)
b. PCM (Pulse Code Modulation)
c. Inventory Control Systems
d. Digital Data Systems
e. Broadband and Baseband and Carriers
f. Point of Sale Systems
g. VSAT Data Systems
h. Data Communication Systems
i. RF and Remote Control Systems
j. Fiber Optic Data Systems
k. Voice and Data Infrastructure and Backbone
l. Installation of all Innerduct

B. THIS AGREEMENT SPECIFICALLY EXCLUDES THE FOLLOWING WORK:

1. Raceway systems are not covered under the terms of this Agreement with the following exceptions: Ladder-Rack, conduit stubs, wiremold, chases and/or nipples not to exceed thirty (30) feet in length when used for the purposes of the above listed scope, may be installed on open wiring systems.

2. Energy management systems.

3. Life Safety Systems (all buildings having floors located more than 75 feet above the lowest floor level having building access) shall be excluded from this Agreement unless the parties in any area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety Systems may be performed under this Agreement.

4. SCADA (Supervisory Control and Data Acquisitions) where not intrinsic to the above listed systems (in the scope).

5. Fire Alarm Systems and Nurse Call Systems, when installed in raceways (including wire and cable pulling), shall be performed at the equivalent current inside wage and fringe rate in those areas where the work is historically performed by Journeyman Wiremen when either of the following two (2) conditions apply:

   a. The project involves new or major remodel Building Trades construction.

   b. The conductors for the fire alarm or nurse call are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeymen Wiremen, such work may be performed under this Agreement.

ARTICLE I
EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 – Effective Date - This Agreement shall take effect September 1, 2025, and shall remain in effect until August 31, 2028, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September first (1st) through August thirty-first (31st) each year, unless changed or terminated in the way later provided herein.

Section 1.02 - Changes -

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 ninety (90) days prior to the expiration 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 - Approval - This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such changes 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 local Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (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 forty-eight (48) hours, they shall refer the same to the local Labor-Management Committee.

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

Section 1.08 - C.I.R. - Should the local 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 decision shall be final and binding.

Section 1.09 - Interim Committee – The Council on Industrial Relations pursuant to its basic rule number XI shall appoint an interim committee to investigate each issue that has been submitted to it by the local parties for adjudication under paragraph D above. The appropriate IBEW Vice President and Regional Executive Director of NECA shall be designated as the co-chairmen of the committee. The co-chairman may appoint additional members to the committee not to exceed two (2) members each. The purpose of this committee shall be to

review those issues that have been referred by the local parties to the Council for adjudication. The interim committee shall make recommendations to the Council on each issue that has been referred to it prior to the next regular session of Council. The interim committee may share their recommendations with the local parties for their consideration prior to the Council session.

Section 1.10 - 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 matter arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.11 - 30 Days for Filing Grievance – Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within seven (7) calendar days of the grievant becoming aware of the occurrence shall be deemed to no longer exist. All grievances involving the discharge of an employee shall be filed in writing within seven (7) calendar days from the date the Union is notified in accordance with Article II, Section 2.12.

ARTICLE II
EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01 - Definition of Employer – Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer under the terms of this Agreement. Therefore, an Employer who contracts for such work is a person, firm or corporation having these qualifications and maintaining a permanent place of business, a business telephone and adequate tools, equipment and inventory. The Employer shall maintain a suitable financial status to meet payroll requirements, when performing work covered under this Agreement.

a. Employees, except those meeting the requirements of Employer as defined herein, shall not contract for any work as set forth under the Scope of Work of this Agreement, except as provided for in Section 2.05.

b. Any employee, working under the terms of this Agreement, holding an active contractor's license covering the Scope of Work as set forth in the Agreement, shall inactivate said license, except as provided for in Section 2.05.

Section 2.02 - Management Rights - Foremen

a. The Unions understand 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 Unions geographical jurisdiction, in determining the need and number as well 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.

b. The Employer shall have the right to call Foreman by name provided:
   1. The employee has not quit his previous Employer within the past two-(2) weeks.

2. The Employer shall notify the business manager in writing of the name of the individual who is to be requested for employment as Foreman. Upon such request, the business manager shall refer said foreman provided the name appears on the highest priority group.

3. When an employee is called as foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force.

c. Foremen will be appointed when the fourth (4^{th}) person is employed on the job.

Section 2.03 - Insurance - Surety Bond

a. For all employees covered by this Agreement, the Employer shall carry Workers Compensation Insurance with a Company authorized to do business in the State of Illinois, Social Security, and such other protective insurance as may be required by both State and Federal law, and shall furnish proof of same to the appropriate Local Union upon request.

b. Each Employer shall furnish a surety bond as follows;

1 to 12 employees	$10,000 Bond
13 to 24 employees	$20,000 Bond

25 or more employees shall require an additional $20,000 of bonding for every group of 12 employees or increments thereof.

c. Said bond shall secure payment of all amounts due on account of payroll and fund deduction, contribution and reporting obligations of the Employer as required by this Agreement. Said bond shall be in the form acceptable to the Union. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer and the Local Union. The Labor-Management Committee, and/or the Council on Industrial Relations, shall have full power to determine the amount of money due, if any, and shall direct payments of delinquent wages from the Bond directly to the affected employees and direct payments of delinquent fund contributions from the bond directly to the Trustees of the affected funds or to their designated agents.

Section 2.04 - Union Recognition

a. The Employer recognizes the Local Unions as the exclusive collective bargaining agent for all employees performing telecommunication work under this Agreement within the jurisdiction of the Local Unions, this Agreement, and all present and future job sites.

b. The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but rather is determined solely within the IBEW by the International President, and therefore, agrees to recognize and be bound by such determination.

Section 2.05 - Subletting and Assigning

a. The Local Union is a part of the International Brotherhood of Electrical Workers; any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph (B) of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after 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 the electrical/electronic 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 sound and communication or electrical/electronic work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building structure or other work, will be deemed a material breech of this Agreement.

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

Section 2.06 - Manpower Portability –

a. 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.

b. Resident Employees:
All resident Employers (those whose shop is located within the geographical jurisdiction of this Agreement) shall be allowed free movement of men throughout any of the signatory Local Union jurisdictions within the SCIT Council, provided such employees are members of an SCIT signatory local union. On all jobs exceeding one (1) day duration, the Employer shall notify the Local Union in whose jurisdiction he will be working, in writing or by fax, prior to starting a job, the location of the job, and the names and social security numbers of the employees to be sent in. Forms used for the referring of this information shall be provided by the Union. The representative of the Union, either in the area where the work is being performed or in the areas where the contractor's shop is located, shall have the authority to inspect the individual Employer's payroll and associated work records as to time and pay of an employee, if the question arises. The rights covered by this Section are not automatic, but are contingent upon compliance with the proper notification contained herein.

Section 2.07- Union Rights - Stewards – The Union has the right to appoint Stewards at any shop and/or any jobsite where workmen are employed under the terms of this Agreement. The Employer shall be notified and furnished the name of the Steward. Such Stewards shall be allowed sufficient time during the regular working hours without loss of pay to see that the terms and conditions of this Agreement are observed at his shop or on his job. No Steward shall be discriminated against by an Employer because of his faithful performance of duties as Steward, nor shall any Steward be removed from the job until notice has been given to the Business Manager of the Union. The Employer will endeavor to keep the Steward employed as long as possible.

Section 2.08 - Union Access – The representative of the Union shall be allowed access to any shop or job, at any reasonable time, where workers are employed under the terms of this Agreement, provided he first notifies the Employer's local office.

Section 2.09 - Picket Lines – It shall not be a violation of this Agreement for an employee to refuse to cross or work behind a picket line which is sanctioned by the Building Trades Council, the Central Labor Council or the Local Union.

Section 2.10 - Union Security Clause – All employees covered by the terms of this Agreement shall be required to become members of the Union as a condition of employment from and after the thirtieth (30th) day following the date of their employment or the effective date of this Agreement, whichever is later. This Section is not applicable in "right-to-work" states.

Section 2.11 - Union Discipline –The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.12 - Right of Termination/Lay-off – The Employer has the right to discharge any employee for just cause. When an employee is so discharged, the Employer shall immediately notify the Union in writing to that effect. If any employee feels he has been unjustly discharged, he shall have the right to grieve his discharge case through the union to the Labor-Management Committee. Such grievance must be filed in writing by the Union within seven (7) calendar days from the date the Union is notified by the Employer of such discharge, or unless so filed, the right of filing this grievance is lost.

Section 2.13 - Favored Nations Clause –

a. 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.

b. The Local Union Business Manager will notify the NECA Chapter of any concession that will be made on a particular job. It will be the responsibility of the individual Employer to contact the NECA Chapter to determine if any special conditions will apply to a particular job.

Section 2.14 - Workmanship – All employees covered by this agreement shall install systems and equipment in a safe and workman-like manner.

Section 2.15 – NECA Chapter Contributions – All contributions and deductions required by this agreement that are administered and exclusive to the responsibility of the Illinois or Central Illinois Chapters of the National Electrical Contractors Association, Inc. 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. Such funds to include NEBF, NECA Service Charge (NECA members only), NLMCC, LLMCC (where applicable), AMF and in addition **Employers reporting in Local Union #702** shall also submit Local Union Dues, JATC contributions, NECA-IBEW Welfare Trust Fund contributions, NECA-IBEW Pension Benefit Trust Fund contributions, Local 702 Annual Benefit Fund contributions, and Southern Illinois Electrical Retiree Welfare Plan contributions. And in addition, **Employers reporting in Local Union #309** shall also submit

local Union Dues, JATC contributions, Market Recovery contributions, and Income Security Fund contributions. **Employers reporting in Local Union #538** shall also submit Local Union Dues and JATC contributions. The employer shall make payments due to the listed funds by single check payable to the Illinois Chapter NECA. A Local Union #702, #309, or #538 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 - Wages – The minimum wage rates and fringe benefits for each classification are attached as Addendum #1. The basic classifications are Foreman, Installer Technician, Apprentice Technician and Unindentured Worker. When the respective International Vice President and NECA Regional Executive Director deem it necessary they may assist in local negotiations.

Section 3.02 - Hours of Work -

a. Eight (8) consecutive hours' work between the hours of 6:00 AM and 4:30 PM (excluding a meal period of not less than one-half (½) hour to be taken between 11:00 am and 12:30 PM) shall constitute a workday. With mutual consent of the Employer and the union, the work hours may be adjusted up to two (2) hours. Forty (40) hours within five (5) consecutive days, Monday through Friday, shall constitute the workweek.

b. The Employer may establish a four (4) day, ten (10) hour shifts, exclusive of the thirty-minute unpaid lunch period, at the straight time wage rate. The starting time shall be between 6:00 AM and 8:00 AM. Forty hours (40) per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. If Friday is scheduled as a make-up day, a minimum of eight (8) hours -will be scheduled and worked, weather permitting. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time.

c. Employees called for duty after normal working hours shall receive the applicable overtime rate of pay for a minimum of two (2) hours, or the actual time spent from the time they leave their residence until the time they return, whichever is greater. Employees who are called for duty after normal working hours, and who either verbally and/or remotely address the customers problem shall receive the applicable overtime rate of pay for a minimum of one-half (1/2) hour, or actual time spent on the problem whichever is greater.

d. When employees report at the shop or job and are not put to work due to conditions beyond their control they shall receive two (2) hours pay, provided they have not been notified at least two (2) hours prior to their regular starting shift. Employees may be required to remain at the job site for the hours paid.

Section 3.03 - Payment of Wages -

a. Pay day shall be once each week no later than the fifth working day following the end of the Employer's weekly payroll period. Employees are to be paid, at the option of the Employer, in cash or negotiable check. A statement detailing appropriate payroll

deductions shall accompany the payment. Payroll by direct deposit is acceptable if mutually agreed by the Employer and employee. If payday falls-on a legal holiday or day celebrated as such, payday shall be the day prior to said holiday. In the event that wages are not paid by the end of the normal shift on payday as required herein, the employee(s) shall be paid their waiting time at the straight time rate of pay, but not more than eight (8) hours in any twenty-four (24) hour time period. This provision shall not apply to circumstances beyond the Employers' control.

b. When employees are laid off, they shall be immediately paid all wages due. In the event the laid off employee is not paid off, as provided above, waiting time at the appropriate rate of pay shall be charged at the maximum of eight (8) hours within each 24-hour period. In the case of an employee who is discharged, the Employer will have the option of paying the employee in full at the time of the discharge or will overnight the paycheck with a stub detailing the appropriate payroll deductions to the employee's address of record within 24 hours of the discharge.

c. The Business Manager with the Chapter Manager, or their designated representative, shall have the right to visit the Employer's place of business during working hours to inspect the time cards and/or payroll records of the employees covered by this Agreement.

Section 3.04 - Shift Work –

a. 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:

b. 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.

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

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

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

f. An unpaid lunch period of thirty (30) minutes, shall be allowed on each shift.

g. 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 (1-1/2) times the "shift" hourly rate.

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

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

worked.

Section 3.05 - Overtime and Holidays –

a. The Overtime provisions of this Agreement are attached hereto as Addendum #1. Holidays (7) shall be consistent throughout the nine-local jurisdiction as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Veterans Day (November 11th) is a regular workday, but any member shall be entitled to take the day off without discrimination. If a holiday falls on a Saturday, it shall be celebrated on Friday. If a holiday falls on Sunday, it shall be celebrated on Monday. No work shall be performed on Labor Day, except in case of an emergency, or with the permission of the Business Manager of the Local Union where the work is being performed.

b. When overtime is to be performed on a given job, such overtime shall be distributed as equally as is practical among workmen employed thereon. Absent the need for special skills, in no case shall workmen not employed on such job be placed on overtime work until workmen so employed during regular hours have been given preference and so assigned.

Section 3.06 - Union Dues – The Employer shall deduct and forward to the Financial Secretary of the Local Union having jurisdiction, upon receipt of a voluntary written authorization, the dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union bylaws of the Local Union having jurisdiction. Such amount shall be certified to the Employer by the appropriate Local Union upon request by the Employer.

Section 3.07 - Travel Reimbursements -

a. Wages shall be paid for all time in going from shop to the job, from the job to the shop and from job to job.

b. When employees covered by the terms of this Agreement are ordered to report to another job site in a personal vehicle after having reported to either the shop or a job site the same day, they shall receive mileage expense at the published IRS rate for those miles traveled. No employee working under this agreement shall use any personal vehicles in any manner considered to be unfair to other employees. No hauling of job materials or company tools is permitted in personal employee vehicles.

c. When employees are required to travel beyond a fifty (50) mile radius from their residence, transportation time spent for all travel that is beyond the aforementioned radius during established regular working hours shall be paid by the Employer at the appropriate rate. When the Employer requires multiple employees to ride together, the fifty (50) mile radius shall be referenced from the location of the employer's shop instead of any employee's residence. Should an employee reside in a remote area that may negatively impact his/her employment opportunities with respect to this section, the employee, employer, and union, may mutually agree to designate the employers shop instead of said employee's residence. Any out-of-pocket travel expenses incurred by employees (i.e. gas, tolls, parking fees etc.) shall be reimbursed no later than five (5) business days after presentation of receipts. The Employer shall also be responsible for all lodging expenses. Employees shall be compensated for meals at a flat rate of $40.00 per day (no receipts required) when employees are traveling outside of the aforementioned radius and staying overnight. It is further agreed that meals taken outside

the 50-mile radius on the "return" day are also reimbursable when an employee begins his/her workday outside the radius following an overnight stay.

Section 3.08 – Tools -

a. Workmen covered by this Agreement shall provide themselves with the following list of tools:

1 - Tool Belt and Pouch
3 - Phillips Screwdrivers (#0; #1; #2)
3 - Straight Blade Screwdrivers (1/8";3/16";1/4")
1 - 8 " Crescent Wrench
1 - 6 " Diagonal Cutters
1 - 9 " Torpedo Level
1 - Curved Claw Hammer
1 -12 Piece Combination (open/box) Wrench Set
1 - Electrician's Scissors*
1 - Tape Measure (10' or Greater)
1 - Digital Multimeter*
1 - 6 ½ " Channel Locks
2 - 10 " Channel Locks
1 - 5 3/4 " Long Needle Nose Pliers
1 - 9" Lineman's Pliers
1 - 3/8" Socket Set and Ratchet
1 - Flashlight*
1 - "Can" Wrench
1 - Hacksaw*
1 - Drywall Knife or Saw*
1 - Category 5 Wire Strippers
1 - "D" Impact Tool Handle with Blades* (B1X; 110; 3M and 66)
1 - Utility Knife*

b. Tools are subject to inspection by the Employer. Employees are responsible for the safekeeping of their tools. The Employer shall replace consumable items, such as blades, and batteries as marked with an asterisk above.

c. The Employer will furnish necessary locked storage to reasonably protect tools from the weather and vandalism. The employer shall replace only the listed tools and personal clothing that are lost from employer provided secure storage due to fire or theft provided such loss is verified and reported to the local law enforcement agency.

d. The Employer shall furnish all other necessary tools or equipment not contained on the employee's tool list. Employees will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, toolboxes, or other safe place of storage. If the Employer's tools are found to be unsafe, the contractor shall so be notified immediately and the condition shall be corrected. Tools must be taken out and put away during working hours.

e. Employees shall not use the Employer's property for anything other than the Employer's business.

Section 3.09 – Voluntary Training Reimbursement Agreements – The parties to this agreement will allow Employers and Employees to enter into individual voluntary training reimbursement agreements, subject to the review and approval of the appropriate local Union and NECA Chapter. These agreements must be reduced to writing on the standard forms provided, (see Addendum #2) and must be signed by all the appropriate parties prior to the pursuit of any training opportunity.

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 Local 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 Local Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, 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 procedures.

Section 4.05 - Group Register – The Local 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.

GROUP I — All applicants for employment who have three (3) or more years experience in the trade, are residents of the normal commuting area constituting the normal labor market, have passed a Sound and Communication Installer Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Sound and Communication Installer Technician by any area Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three (3) years in the normal commuting area covered by the Local Union.

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

GROUP II — All applicants for employment who have three (3) or more years experience in the trade and who have passed a Sound and Communication Installer Technician examination given by a duly constituted Local Union of the IBEW or have been certified as a Sound and Communication Installer Technician by any area Joint Apprenticeship and Training Committee.

GROUP III An applicant who has a minimum of two (2) years experience in the communication industry, but does not meet the requirements of GROUP I or GROUP II.

GROUP IV An applicant who does not meet the requirements of GROUPS I, II, & III.

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

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

Section 4.08 - Experience in the Trade – Experience in the trade is defined as performing work covered by the Scope of this Agreement.

Section 4.09 - Labor Market – Normal construction labor market is defined to mean the geographical area as depicted in the participating Local Union agreements plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured. The geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the agreement applies.

Section 4.10 - Resident – Resident means a person who has maintained his permanent home in the normal commute area of the applicable Local Union for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.11 - 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 Sound and Communication Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three (3) years' experience in the trade.

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

Section 4.13 - Re-registration (40 Hours or Less) – An applicant who is hired and who received, through no fault of his own, work of forty (40) hours or less shall, upon registration, be restored to his appropriate place within his GROUP.

Section 4.14 - 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.

An applicant who is discharged for cause two (2) times within a twelve (12) month period shall be referred to the neutral member of the Appeals Committee for a determination as to the applicants continued eligibility for referral. The neutral member of the Appeals Committee shall within three (3) business days review the qualifications of the applicant and the reasons for the discharges. The neutral member of the Appeals Committee may, in his/her sole discretion: (1) require the applicant to obtain further training from the J.A.T.C. before again being eligible for referral; (2) disqualify the applicant for referral for a period of four (4) weeks, or longer, depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 4.15 - Exceptions to Referral – The only exceptions which shall be allowed in this order of referral are as follows: 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. The age ratio clause in the Agreement calls for employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.16 - Appeals Committee – An Appeals Committee is hereby established composed of one member appointed by the Local Union, one member appointed by the Local. NECA Chapter and a Public member appointed by both these members.

Section 4.17 - Function of Appeals Committee – It shall be the functions 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 4.15 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the applicable Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decision shall be in accord with this Agreement.

Section 4.18 - Inspection of Referral Records – A representative of the applicable local NECA Chapter designated to the Union in writing shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19 - 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 office of the applicable Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20 - Hiring of Apprentices – Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

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

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

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

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

ARTICLE V
FRINGE BENEFITS AND OTHER CONTRIBUTIONS

Section 5.01 - 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 three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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 constitute a breach of this labor agreement.

Section 5.02 - NECA-IBEW Health & Welfare Trust Fund - (or approved alternate plan)

It is further mutually agreed by the parties hereto that effective June 1, 2025, the Employer shall contribute to the NECA/IBEW Welfare Trust Fund, the sum of eight dollars and eighty-five cents ($8.85) per hour for each hour worked by each employee covered by this Agreement, as called for in the area-wide Health and Welfare program, except for those members of Local Union 309 whose contribution shall be four dollars and forty cents ($4.40) per hour and Local Union 649 whose contribution shall be eleven dollars and fifty ($11.50) per hour. Any reduction to the health & welfare contribution rate of any bargaining group will

be placed into the wage/pension rate of that group, as determined by that group to insure the total package remains the same.

Such contributions shall be made monthly on forms provided; such contributions by participating Employers to the Trust Fund shall be paid on or before the fifteenth (15th) day of the month following the month for which they are due, and shall be paid by check, draft or money order, drawn to the order of NECA-IBEW Welfare Trust Fund and shall be mailed together with prescribed form furnished by said Trust Fund Board in duplicate, listing all employees alphabetically, with correct Social Security numbers, to the office of said NECA-IBEW Welfare Trust Fund.

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 NECA-IBEW Welfare Trust Fund.

Section 5.03 - NECA-IBEW Pension Trust Fund - (and/or approved alternate plan)
The 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 irrevocable designates as his/her 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 NECA-IBEW Pension Trust Fund an amount indicated in each respective Wage Rate Form per hour for each employee for each hour worked in the preceding month, for all employees covered by this Agreement, except unindentured workers and first period apprentices. Contributions shall be made on or before the fifteenth (15th) of the month following the month for which they are due.

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 5.04 - Benefit Contributions - All contributions shall be made monthly on forms provided and shall be paid on or before the fifteenth (15th) day of the month following the month for which they are due, and shall be paid by check, draft or money order, and shall be mailed together with the appropriate copy of the form to the address as determined in each local jurisdiction.

Section 5.05 - COPE Contributions – If the local parties have negotiated a COPE clause in their corresponding Inside Electrical Construction Agreement, the negotiated rate shall be attached in Addendum #1 and the Employer agrees to deduct and transmit to the designated COPE an amount equal to that which is contained in the Inside Agreement for each employee who voluntarily authorizes such contributions on the forms provided for that purpose by the designated COPE. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 5.06 – JATC Curriculum / License & Registration Fees - The local Joint Apprenticeship and Training Committee shall add to their curriculum the appropriate training to certify and register all graduating Apprentices with local, state, and federal installation requirements. The fees for such registrations shall be borne by the corresponding Committee and supported by the contributions contained in this Agreement. The JATC will pay for all Permanent Employee Registration Cards (PERC) as needed for both Apprentices and Installer Technicians. The JATC may pay for all other licenses and fees required to perform work under this Agreement. Additionally, JATC contributions shall be forwarded to the home local of any member working under this agreement consistent with Section 8.14, until such time as regional schools are operational and all contributions under this agreement are combined into a common JATC training fund.

ARTICLE VI
NATIONAL & LOCAL
LABOR-MANAGEMENT COMMITTEES

Section 6.01 NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)
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 safety, enhance economic and community development, and promote the general welfare of the community and industry;

6. to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;

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

8. to engage in public education and other programs to expand the economic development of the electrical construction industry;

9. to enhance the involvement of workers in making decisions that affect their working lives; and,

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

Section 6.02 - Trust Fund – 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 6.03 - Contributions – Each Employer shall contribute one cent (1¢) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The NECA Chapter, or its designee, shall be the collection agent to this Fund.

Section 6.04 - Penalties – If an Employer fails to make the required contributions to the Fund, the Trustees 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 fifteen percent (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 payments. Such amount shall be added to and become part of the contributions due and payable, and the whole amount due shall bear interest at the rate often percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

Section 6.05 - LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)
The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

1. to improve communications between representatives of Labor and Management;

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

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

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

5. to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;

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

7. to engage in public education and other programs to expand the economic development

of the electrical construction industry;

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

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

Section 6.06. – Local Trust Fund - The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 6.07. – Local Contributions - Each employer shall contribute **(to be determined)**. 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 **(to be determined)** Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 6.08. – Local Penalties - 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 VII
SAFETY & SUBSTANCE ABUSE TESTING

Section 7.01 – Safety - It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with safety rules and standards.

Section 7.02 – Substance Abuse Testing - 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 VIII
STANDARD TELECOMMUNICATIONS INSTALLER TECHNICIAN APPRENTICESHIP LANGUAGE

Section 8.01 - Joint Apprenticeship and Training Committee – The local Joint Apprenticeship and Training Committee (JATC), properly established between the signatory chapters of the National Electrical Contractors Association (NECA) and the signatory Local Unions of the International Brotherhood of Electrical Workers (IBEW), shall adopt local Telecommunications Installer Technician Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

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

Section 8.02 - Telecommunications Subcommittee – Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

Subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing. The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges.

The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be considered confidential and shall be regarded as the property of the JATC and its subcommittee, where a subcommittee is properly established.

Section 8.03 - Standards Enforcement - Appeals – The subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Local Labor Management Committee for resolution.

Section 8.04 - One Trust Agreement – Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matter. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 8.05 - Entering Training – All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 8.06 - Training Assignments – The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Telecommunications Installer Technician apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job-training assignments. The JATC, or its subcommittee, shall have the authority to transfer any apprentice, as it deems necessary or appropriate.

Section 8.07 - Termination of Indenture – The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, unless the individual has properly reapplied for the apprenticeship program and been selected. The individual shall not be permitted to be classified as an Installer/Technician, or provided any other classification under this agreement, until two years after they should have completed apprenticeship under their indenture, and they can demonstrate skills and knowledge to warrant such classification.

Section 8.08 - Requesting Apprentices - Ratio – Though the JATC cannot guarantee any number of apprentices, any Employer signatory to this agreement shall be entitled to a ratio of one apprentice to one Telecommunication Installer/Technician, or Technician level employee on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the one-to-one ratio. Applicants shall not be selected and indentured when indented apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible Employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 8.09 - Term of Apprenticeship – Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 8.10 - On Job Training Hours – The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Telecommunications Installer Technician Apprenticeship and Training Standards.

Section 8.11 - Apprentice Supervision – The apprentice is to be under the supervision of an Installer/Technician, a Technician level employee, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. Installer/Technicians and Technicians are not required to constantly watch or observe the work of the apprentice- The apprentice is not prohibited from working alone when the Installer/Technician, Technician or Supervisor is required to leave or is absent from the job.

Section 8.12 - 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. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 8.13 - Graduation from Program – Upon satisfactory completion of Apprenticeship the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Installer/Technicians to work in the jurisdiction covered by this agreement.

Section 8.14 - Contribution – All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: forty cents ($0.40) per hour for each hour worked. 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 IX
N.E.I.F.

Section 9.01 N.E.I.F. - Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

(1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.
(2) One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.
Productive electrical payroll is defined as the total wages (including overtime) paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted. Payment shall be forwarded monthly to the National Electrical Industry Fund, in a form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE X
ADMINISTRATIVE MAINTENANCE FUND

Section 10.01 - Contribution to Fund – All Employers signatory to this Labor Agreement shall contribute twenty cents ($0.20) an hour for each hour worked under this Agreement to the Administrative Maintenance Fund (AMF) of the NECA Chapter where the work is being performed. The moneys are for the purpose of administration of the collective bargaining Agreement, grievance handling and other management duties and responsibilities in this Agreement. These moneys will not be used to the detriment of the Local Union or the IBEW. Payment will be made on a monthly basis and submitted along with the monthly report, which is due by the fifteenth of the following month. The Fund is to be administered solely by the Chapter. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund or the Chapter and not the Local Union.

ARTICLE XI
CODE OF EXCELLENCE

Section 11.01 - The parties to this agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customer's 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

Section 12.01 – 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.

GENDER STATEMENT

In all instances where the masculine gender is used herein, it shall be deemed to be both male and female.

ARTICLE XIII
SIGNATORY PARTIES

Signed for Local # 34: Tim Sprout — Tim Sprout (Aug 15, 2025 12:36:15 CDT) — Date: 08/15/2025

Signed for Local #146: Justin M. Martin — Justin M. Martin (Aug 18, 2025 13:00:50 CDT) — Date: 08/18/2025

Signed for Local #193: David Wells — Date: 08/18/2025

Signed for Local #197: Mike Raikes (Aug 15, 2025 12:12:35 CDT) — Date: 08/15/2025

Signed for Local #309: Chris Hankins (Aug 15, 2025 14:14:22 CDT) — Date: 08/15/2025

Signed for Local #538: Aaron Goodrum — Aaron Goodrum (Aug 19, 2025 17:11:08 CDT) — Date: 08/19/2025

Signed for Local #601: Brian Andersen — Brian Andersen (Aug 15, 2025 15:04:37 CDT) — Date: 08/15/2025

Signed for Local #649: Ryan Mouser — Ryan Mouser (Aug 18, 2025 08:56:38 CDT) — Date: 08/18/2025

Signed for Local #702: Steve Hughart (Aug 19, 2025 11:04:51 CDT) — Date: 08/19/2025

Signed for the Central Illinois Chapter, NECA:

Tom Gray (Aug 21, 2025 08:27:42 CDT) — Date: 08/21/2025

Signed for the Illinois Chapter, NECA:

Billy Serbousek (Aug 15, 2025 13:22:40 CDT) — Date: 08/15/2025

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
October 7, 2025
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.

South-Central Illinois Telecommunication Agreement by and between The Central Illinois Chapter, NECA and the Illinois Chapter, NECA, & The South-Central Illinois Telecommunication Council (SCITC) I.B.E.W

Addendum #1

1. **Minimum Wage Rate and Fringe Benefits per appropriate Local Unions**
Allocations to wages and fringes shall be adjusted by each signatory Local Union and NECA Chapter as indicated in the following manner: (The total package figure below includes the current $0.20/hour AMF, $0.01/hour NLMCC, and $0.40/hour JATC contribution rates)

Effective Date	Amount per Hour	Sub-Total Package
September 1, 2025	**$3.20**	**$61.31 per hour**
September 1, 2026	**$3.00**	**$64.31 per hour**
September 1, 2027	**$3.00**	**$67.31 per hour**

Foreman Rate of Pay: Effective 9/1/25 $3.00 above Journeyman Installer Technician class

Apprentice Wage Percentages:

Period	OJT Hours	Related Training	Wage Rate
1	0 - 1000	Satisfactory Progress	55% of Installer Technician Scale*
2	1001 - 2000	1st Year School Completed	60% of Installer Technician Scale
3	2001 - 3000	Satisfactory Progress	65% of Installer Technician Scale
4	3001 - 4000	2nd Year School Completed	70% of Installer Technician Scale
5	4001 - 5000	Satisfactory Progress	80% of Installer Technician Scale
6	5001 - 6000	3rd Year School Completed	85% of Installer Technician Scale

* Local Pension and Local Annuity contributions are not to be made on first period apprentices.

2. **Unindentured Workers**
   a. Unindentured Workers may be employed when no apprentices are available for employment and shall be paid 55% of Installer Technician Rate. The only benefits that must be paid on Unindentured Workers are NEBF and Health and Welfare.
   b. An Unindentured Worker may work eighteen (18) months, and upon the completion of the eighteenth month shall enter the Sound and Communication apprenticeship program following normal procedures established by the registered standards. The JATC Sound and Communication Sub-Committee shall slot them into the appropriate training period dependent upon the Unindentured Worker's tested skill level.
   c. The jobsite ratio for shall be the same as the standard apprentice language, as referenced in Section 8.08 for all bargaining unit work. The Unindentured Worker shall be allowed to perform other duties not related to jobsite installations such as delivery of materials, or other non-bargaining unit activities. When performing non-bargaining unit activities, normal ratios will not apply.

d. This addendum will remain in effect for the term of this agreement and may be extended through subsequent negotiations.

3. COPE Contributions

Local #146 - Political Action Committee Deduction

The Employer agrees to deduct and transmit to the Union the amount specified for each hour worked from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by IBEW Local #146 Political Action Committee. These transmittals shall occur monthly and shall be submitted on or before the fifteenth (15^{th}) of the month following their deduction accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

4. Overtime and Holiday Language

Local #34

a. All work performed outside the regularly scheduled working hours and on Saturdays shall be at the time and one-half rate of pay. Sundays and all holidays or days celebrated as such as listed in Section 3.05a shall be paid for at double the regular straight time rate of pay.
b. It is understood and agreed however, that the provisions of this Section shall not be applied so that the Employer will be required to violate any Federal law or regulation relating to premium pay for overtime or holiday work.

Local #146

a. All work performed outside of the regular scheduled working hours, Saturday inclusive, shall be paid for at the rate of time-and-one-half the regular straight time rate of pay.
b. All work performed on Sundays and all holidays or days celebrated as such as listed in Section 3.05a shall be paid for at double the regular straight time rate.
c. Unless conditions arise which are beyond the control of the Employer there shall be no cessation of work prior to or following a holiday due to the holiday falling on Tuesday, Wednesday, or Thursday.

Local #193

a. All overtime at time and one-half (1 1/2X) the straight time rate of pay, Monday through Friday, and the first ten (10) hours on Saturday between 6:00 a.m. and 6:30 p.m. This shall also apply to service work performed on Saturday.
b. All other overtime and work performed on all holidays or days celebrated as such as listed in Section 3.05a shall be paid for at double the regular straight time rate of pay.

Local #197

a. All overtime on Monday through Friday and all work on Saturday shall be paid at one and one-half times (1 1/2x) the regular straight time rate of pay.
b. All other work performed on Sundays, and all holidays or days celebrated as such as listed in Section 3.05a shall be paid for at double the regular straight time rate of pay. All overtime work shall be done by workmen under the terms of this Agreement.

Local #309

a. All work performed outside of the regularly scheduled working hours, Monday through Friday and on Saturdays, shall be paid at the rate of one and one-half times (1-1/2) the straight time rate of pay. All work performed on Sundays and all holidays or days celebrated as such as listed in Section 3.05a shall be paid for at double the regular straight time rate of pay.

b. When it is necessary to work overtime, workmen on the job shall be given preference over other workers.
c. When a workman is required to work longer than ten (10) hours in a workday he shall receive a one-half (½) hour lunch break at the end of the tenth (10th) hour and every four hours (4) thereafter. On around-the-clock work shifts there shall be a one-half (½)-hour lunch period after every four- (4) hours of work. When Journeymen on the job are required to work overtime, any apprentices on such jobs will also be permitted to work overtime.
d. On days which National or State Elections are held, all employees covered by this Agreement who are eligible to vote shall be granted two (2) hours time to vote if requested between the opening and closing of polls and at no cost to the Employer.

Local #538

a. All work performed outside the regularly scheduled working hours Monday through Saturday, shall be paid at one and one-half times (1 1/2x) the regular straight time rate of pay. Sundays and all holidays or days celebrated as such as listed in Section 3.05a shall be paid for at double the regular straight time rate of pay.

Local #601

a. Time and one-half (1 1/2x) the straight time rate of pay shall be paid for all overtime after the regularly scheduled workday Monday through Friday and all day Saturday.
b. Double (2X) the regular straight time rate of pay shall be paid for all work performed on Sundays and all holidays or days celebrated as such as listed in Section 3.05a.
c. In the Streator-Pontiac area only, there shall be a minimum of one (1) hour call-out time paid at the applicable rate.

Local #649

a. All work performed after the regular workday, Monday through Friday, and all day Saturday, will be paid at one and one-half times (1-1/2x) the regular straight time rate of pay. All other work performed on Sunday and all holidays or days celebrated as such as listed in Section 3.05a shall be paid for at double the regular straight time rate of pay.

Local #702

a. All work performed outside the regularly scheduled working hours, Monday through Friday, and on Saturday, shall be paid for at one and one half (1-1/2x) the straight time rate of pay.
b. All other overtime, Sundays and all holidays or days celebrated as such as listed in Section 3.05a shall be paid for at double the regular straight time rate of pay.
c. All overtime shall be as equally distributed among the workmen on any particular job insofar as practical.

5. Local 702 Retiree Welfare

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

6. **Local 34 & 197 Pension Annuity**

(a) For members of Local 34 and Local 197 that fall under this Collective Bargaining Agreement, each Employer shall, for each hour worked, with the exception of 1st period apprentices, pay monthly to the Trustees of the NECA-IBEW Pension Benefit Trust Fund (herein called "Pension Annuity Fund") the following amounts:

(1) On behalf of the Installer Technicians, an amount equal to the amount listed in 6(b), for each hour for which the Employer is obligated to compensate these employees under the terms of the Collective Bargaining Agreement; and,

(2) On behalf of apprentices who are members of the Union, an amount based on the Apprentice Scale stated below multiplied by the amount listed in 6(b).

1001 to 2000 Hours - 60% of the contribution in (b)
2001 to 3000 Hours - 65% of the contribution in (b)
3001 to 4000 Hours - 70% of the contribution in (b)
4001 to 5000 Hours - 80% of the contribution in (b)
5001 to 6000 Hours - 85% of the contribution in (b)

(b) Effective September 1, 2025 – The contribution rate for Local 34 is $6.41 per hour worked. The contribution rate for Local 197 is $0.00 per hour worked.

(c) Each Employer agrees to file a monthly report which shall be due at the time that monthly contributions are due showing the names of employees (listed alphabetically who worked under this Agreement during the month covered by their report, their social security numbers, the amount of contributions due each employee, and such other information as the Trustees of the Pension Annuity Fund may request.

(d) Each Employer by virtue of this Agreement shall be deemed to be bound as an employer by the NECA-IBEW Pension Benefit Amended Trust Agreement of January 1, 1976 as amended now or in the future. A copy of the Trust Agreement is available to any Employer upon written request to the Office of the Trustees.

(e) An Employer who fails to show satisfactory proof that contributions or reports have been filed on time shall be subject to having this Agreement terminated after 72 hours written notice by the Union.

(f) Without having any other remedies that may be available in the event that the Employer is delinquent in filing reports and paying contributions, the Union may file suit to enforce such employer obligations.

7. **Local 309 Market Recovery**

For members of Local 309 that fall under this Collective Bargaining Agreement, each Employer shall pay monthly two percent (2%) of the hourly rate for each hour worked by a person in the bargaining unit covered by this Agreement. Payment and the monthly ePRLive payroll report are due at the Southwestern Illinois IBEW-NECA Service Center not later than 15 calendar days following the end of each calendar month.

8. **Local 309 Income Security**

For members of Local 309 that fall under this Collective Bargaining Agreement, it is agreed that to finance unemployment and other welfare-type benefits to be provided under Local 309, IBEW Income Security Fund Trust Agreement of July 1, 2001, as it

may be amended from time to time, the Employer shall forward payments to the Board of Trustees or its designated agent two dollars ($2.00) per hour worked along with a copy of the monthly EPRLive payroll report. Amendments to the Trust Agreement and to the Benefit Program may be made by the Trustees.

9. 401K Plans –

Individual Local Unions covered by this agreement that have established 401(k) and/or Credit Union Funds. No Employer contributions shall be required to either 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 each individual Locals Inside Agreement, the amount designated by the participant and deducted from wages.

a) IBEW NECA Conduit 401K Plan

i) Members of IBEW Local Union #34 or #197 that work under this agreement have agreed to participate in the IBEW NECA Conduit 401K Plan. Such Plan 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.

ii) The Fund shall be established as a Tax Deferred Savings Plan which conforms to Section 401(k) of the Internal Revenue Code.

iii) Qualification of the IBEW NECA Conduit 401K 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 establishment of the IBEW NECA Conduit 401K 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 contributing Employee and that the earnings of the Plan Trust are tax deferred; the Employer Association and Union shall secure such assurance of compliance with these conditions as they deem necessary.

iv) No Employer contributions shall be required to this Fund. The Employer, upon receipt of written authorization, agrees to deduct from wages and forward to the Fund voluntary contributions elected by participants, subject to limitations prescribed by the Trust 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 Board of Trustees, established under this Agreement, the amount designated by the participant and deducted from wages.

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

vi) It is the intent of the parties that the Plan shall be administered by a third-party administrator and all administrative costs be paid out of the Fund's assets.

vii) Amounts deducted by Employers from the wages of an Employee for payment to the IBEW NECA Conduit 401K Plan are not to be treated as reducing the gross earnings

of Employees upon which Employer contributions to other fringe benefit trust funds are calculated, for overtime wage calculations, or for other purposes under this Agreement. Example: The 3% of gross monthly payroll due to NEBF is not to be reduced because of Employee salary deferrals paid to the IBEW NECA Conduit 401K Plan.

10. Vacation Trust Funds

Individual Local Unions covered by this agreement if so elected by their members may establish Vacation Funds provided the contributions are uniformly deducted from the members pay and forwarded to the funds in the same fashion and timeliness as contributions to the NEBF or similar funds described within this agreement.

Addendum #2

Voluntary Training Reimbursement
Agreement

Employer: _____

Employee: _____

Dates & Description of Training: _____

_____

_____

_____

Agreed total cost of Training: _____

100% reimbursement is due from _____ to _____
(Not to exceed six (6) months from the first day of work following the training)

50% reimbursement is due from _____ to _____
(Not to exceed twelve (12) months from the first day of work following the training)

0% cost reimbursement is due on or after _____

The undersigned parties acknowledge the attached voluntary training reimbursement agreement Exhibit I as part of this agreement and do hereby agree to the terms and conditions outlined in Exhibit I.

_____	_____
Employer Representative	Employee
_____	_____
NECA Chapter Manager	Union Business Manager
Date: _____	Date: _____

MEMORANDUM OF UNDERSTANDING

TO SOUTH-CENTRAL ILLINOIS TELECOMMUNICATIONS AGREEMENT
between
ILLINOIS CHAPTER, and
CENTRAL ILLINOIS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.
and
LOCAL UNION 34, 146, 193, 197, 309, 538, 601, 649 and 702
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This Memorandum of Understanding to be known as the Employee Training Reimbursement Memorandum is entered into between the above listed parties and shall become effective September 1, 2025.

It is the intent of this Memorandum of Understanding to provide a means for Permanent employers continuously contributing to their Local JATCs reimbursement opportunities for a portion of their JATC contributions when providing private or proprietary training for IBEW members.

It is specifically agreed that permanent employers may apply to the JATC in their office location, with proper documentation of training provided, for reimbursement of up to 50% of their individual employer's annual contribution paid to the Local JATC for private or proprietary training their firm provided to IBEW members that is not otherwise being provided by the local JATC.

The JATC of the jurisdiction submitting shall have total autonomy to approve or deny the request submitted by the employers on a case-by-case basis.

The Employer shall submit to the JATC in writing the request prior to any training provided.

The JATC shall provide a response in writing no later than 30 days from receiving a request from the Employer.

Signed for Local # 34: Tim Sprout — Tim Sprout (Aug 15, 2025 12:36:15 CDT) Date: 08/15/2025

Signed for Local #146: Justin M. Martin — Justin M. Martin (Aug 18, 2025 13:00:50 CDT) Date: 08/18/2025

Signed for Local #193: David Wells Date: 08/18/2025

Signed for Local #197: Mike Ralkes (Aug 15, 2025 12:12:35 CDT) Date: 08/15/2025

Signed for Local #309: Chris Hawkins (Aug 15, 2025 14:14:22 CDT) Date: 08/15/2025

Signed for Local #538: Aaron Goodrum (Aug 19, 2025 17:11:08 CDT) Date: 08/19/2025

Signed for Local #601: Brian Andersen (Aug 15, 2025 15:04:37 CDT) Date: 08/15/2025

Signed for Local #649: Ryan Mouser (Aug 18, 2025 08:56:38 CDT) Date: 08/18/2025

Signed for Local #702: Steve Hughart (Aug 19, 2025 11:04:51 CDT) Date: 08/19/2025

Signed for the Central Illinois Chapter, NECA:

Tom Gray (Aug 21, 2025 08:27:42 CDT) Date: 08/21/2025

Signed for the Illinois Chapter, NECA:

Billy Serbousek (Aug 15, 2025 13:22:40 CDT) Date: 08/15/2025

MEMORANDUM OF UNDERSTANDING

TO SOUTH-CENTRAL ILLINOIS TELECOMMUNICATIONS AGREEMENT
between
ILLINOIS CHAPTER, and
CENTRAL ILLINOIS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.
and
LOCAL UNION 34, 146, 193, 197, 309, 538, 601, 649 and 702
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This Memorandum of Understanding to be known as the ***Special Residential Telecommunications Memorandum*** is entered into between the Central Illinois Chapter and the Illinois Chapter, National Electrical Contractors Association, Inc. and Local Unions 34, 146, 193, 197, 309, 538, 601, 649, and 702 International Brotherhood of Electrical Workers and will consist of the following modifications effective September 1, 2025.

Work Covered

The provisions of this Memorandum shall apply to all projects involving the construction, alteration, or repair of single-family houses and apartment buildings of no more than four (4) stories in height.

Assisted living complexes, hotels and motels shall include only work covered under the Scope of this Memorandum as defined below in numbers 1(d) Burglar alarm systems, 2(a) Television monitoring and surveillance systems, 2(d) Video security systems, and 3 (a-f) Security Systems.

Small commercial projects which do not exceed one hundred twenty (120) man hours shall include only work covered under the Scope of this Memorandum as defined below in numbers 1(d) Burglar alarm systems, 2(a) Television monitoring and surveillance systems, 2(b) Video security systems, and 3 (a-f) Security Systems.

This Memorandum will not pertain to any Illinois Prevailing Wage and Davis-Bacon work which will be done under the terms of the SCIT Agreement.

Special Residential Telecommunications Scope

1. Sound and Voice Transmission/Transference Systems
   a. Background-foreground music
   b. Intercom and telephone interconnect systems
   c. Telephone systems
   d. Burglar alarm systems
   e. Sound and musical entertainment systems
   f. Fire alarm systems

2. Television and Video Systems
   a. Television monitoring and surveillance systems
   b. Video security systems

c. Video entertainment systems
d. CATV and CCTV

3. Security Systems
   a. Perimeter security systems
   b. Vibration sensor systems
   c. Card access systems
   d. Access control systems
   e. Sonar/infrared monitoring equipment
   f. Smoke detectors

4. Structured Wiring/Network Wiring

Changes to the SCIT Agreement by Sections

All employees covered by the terms of this Special Residential Telecommunications Memorandum in Locals 34, 146, 193, 197, 309, 538, 601, 649, and 702 shall be covered under the terms, conditions and effective dates of the effective South-Central Illinois Telecommunications Agreement with the exception of the following:

Section 2.02 (b) 3. Foreman call by name	Reduced from 1,000 hours to 500 hours
Section 2.02 (c) Foreman ratio	Change from 4th person to 6th person

Section 3.01 Wages
Effective September 1, 2025 Residential Communication Technician (rct) sub total..... $36.93
Future package increases will be based on 62% of the SCIT package increase
Trainee 1 . . . . . 50% rct base wage
Trainee 2 . . . . . 60% rct base wage
Trainee 3 . . . . . 75% rct base wage
Trainee 4 . . . . . 85% rct base wage

Section 3.02 (a) Work Day	Change quitting time from 4:30 p.m. to 6:00 p.m.
Section 3.02 (c) On Call Time	Reduce from 2 hours to 1 hour
Article IV Referral Procedures	For the purpose of this agreement between the parties Article IV, REFERRAL PROCEDURES shall be void in its entirety. The parties agree that the following shall be the only restrictions with regards to hiring: The Employer shall be free to hire his employees from any source after first checking with the Local Union's signatory to this agreement for available manpower. Any individual hired from any source other than the signatory Local Unions shall be a probationary Employee for the first sixty (60) calendar days and

may be terminated by his Employer without a reason being assigned during this period. All probationary employees (with the exception of a Residential Communication Technician) shall work with and under the direction of another qualified employee in the bargaining unit during this period. The Employer has the right to terminate an employee's probationary period anytime when the Employer feels the employee is qualified to work on his own. After the probationary period, an Employee shall be discharged only for just cause.

Any individual hired from any source other than the signatory Local Union shall report to the appropriate signatory Local Union prior to starting work. The Employer will provide the Local Union with a letter of its intent to hire an individual which should include all relevant information; i.e. name, address, start date, classification, rate of pay, etc.

Section 5.02 Health & Welfare

The Employer will use the Local 309 Electricians Plan-B (the current cost is $4.40 per hour) with no coverage loss/lapse to current employees for members hired from Local 309; the Employer will use the NECA-IBEW Alt Plan (the current cost is $5.65 per hour) for members hired from Local 34, 146, 193, 197, 538, 601, and 702; the Employer will use the Alton IBEW/NECA Welfare Plan (the current cost is 50% of the Base Plan Contribution which is currently $5.75 per hour) for members hired from Local 649. New hires will gain eligibility as set forth in the Plan.

Section 8.14 Apprenticeship

For all work performed under this Memorandum the forty cents ($0.40) contribution shall be remitted to the Local Union JATC.

Other Clarifications

1. Under the Special Residential Telecommunications Memorandum, a Monthly Payroll Report (MPR) shall be filed every month to the NECA-IBEW Pension Trust Fund reporting all hours worked at the applicable pension rate.

2. If a Residential Communication Technician (rct) is allowed to work on an SCIT project, they must be paid at the SCIT rate of wages and benefits or an amount equal to the total package.

3. An SCIT employee working on a residential commercial project or small commercial work will still receive the SCIT package.

4. Any additional changes or modifications to this agreement must be mutually agreed upon by all parties signatory to this Memorandum.

Signed for Local # 34: Tim Sprout — Tim Sprout (Aug 15, 2025 12:36:15 CDT) Date: 08/15/2025

Signed for Local #146: Justin M. Martin — Justin M. Martin (Aug 18, 2025 13:00:50 CDT) Date: 08/18/2025

Signed for Local #193: David Wells Date: 08/18/2025

Signed for Local #197: Mike Ralkes (Aug 15, 2025 12:12:35 CDT) Date: 08/15/2025

Signed for Local #309: Chris Hawkins (Aug 15, 2025 14:14:22 CDT) Date: 08/15/2025

Signed for Local #538: Aaron Goodrum — Aaron Goodrum (Aug 19, 2025 17:11:08 CDT) Date: 08/19/2025

Signed for Local #601: Brian Andersen — Brian Andersen (Aug 18, 2025 15:04:37 CDT) Date: 08/15/2025

Signed for Local #649: Ryan Mouser — Ryan Mouser (Aug 18, 2025 08:56:38 CDT) Date: 08/18/2025

Signed for Local #702: Steve Aughart (Aug 19, 2025 11:04:51 CDT) Date: 08/19/2025

Signed for the Central Illinois Chapter, NECA:

Tom Gray (Aug 21, 2025 08:27:42 CDT) Date: 08/21/2025

Signed for the Illinois Chapter, NECA:

Billy Serbousek — Billy Serbousek (Aug 15, 2025 13:22:40 CDT) Date: 08/15/2025