

INSIDE AGREEMENT

BY AND BETWEEN

QUAD CITIES CHAPTER, N.E.C.A.

AND

LOCAL UNION #145, I.B.E.W.

FOR THE PERIOD
JUNE 1, 2003 TO MAY 31, 2006

AGREEMENT
Covering
INSIDE ELECTRICAL CONSTRUCTION WORK
Between
LOCAL UNION NO. 145, IBEW
and
QUAD CITIES ELECTRICAL CONTRACTORS ASSOCIATION

Expires - May 31, 2006

AGREEMENT

Agreement by and between the Quad Cities Electrical Contractors Association, affiliate of the National Electrical Contractors Association, and Local Union No. 145, International Brotherhood of Electrical Workers. It shall apply to all firms who sign a letter of assent to be bound by the terms of this Agreement.

As used hereinafter in this Agreement, the term "Association" shall mean the Quad Cities Chapter, National Electrical Contractors Association, and the term "Union" shall mean Local Union No. 145, International Brotherhood of Electrical Workers. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

SCOPE OF WORK

All tools, material and equipment after being delivered to the job site, or prefabricated by the employer, signatory to this agreement, shall be manned or operated by workmen employed under the terms of this Agreement.

Including:

- A. The installation and maintenance of temporary lighting, heat, and power equipment.
- B. The installation of all electrical distribution systems and apparatus which uses or produces electricity for power, light, heat controls or communication.
- C. The handling and moving of all electrical materials, motors and apparatus. The handling, fabricating, modification of any raceway to be used in conjunction with any electrical equipment, devices or wiring methods.
- D. The welding, brazing, bending, drilling, shaping, cutting and installation of all brackets to be used in connection with the installation and erection of electrical equipment and raceways.
- E. The cutting, bending, and threading of all conduit of whatever material and the installation thereof when used on electrical installation.

- F. The chasing, channeling and drilling necessary to complete any electrical work.
- G. The installation and connection of all electrical wires, cables and conductors, regardless of voltage and usage, or the type of method of installation.
- H. All electrical maintenance, including check out of equipment and testing.
- I. All cable splicing and cable fireproofing.
- J. All electrical equipment, apparatus, appliances or devices that control the operation of electrical equipment.
- K. The fabrication, assembling, construction, installation or erection of all supports for electrical apparatus and equipment.
- L. The installation and testing of energy management systems, fiber-optics systems, robotics, telecommunications and computer network cabling systems.
- M. Installation, calibration and testing of all electrical and electronic instruments.
- N. All Quality Control and Quality Assurance Work with regard to electrical work, where required by customers, owners or specifications.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in the 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:

ARTICLE 1

Section 1.01. This Agreement shall take effect June 1, 2003, and shall remain in effect through May 31st, 2006 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1st through May 31st of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (A). Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

Section 1.02 (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.

Section 1.02 (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.

Section 1.02 (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.

Section 1.02 (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.

Section 1.02 (F). Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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

Section 1.04. 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.

GRIEVANCES - DISPUTES

Section 1.05. There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 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. 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 Labor-Management Committee.

Section 1.07. All matters coming before the Labor-Management Committee shall be decided by majority vote. Four (4) members of the Committee two (2) from each of the parties

hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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

Section 1.09. 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.

ARTICLE II

UNION RIGHTS - EMPLOYER RIGHTS

Section 2.01 (A). The Employer acknowledges that the Union represents a majority of its bargaining unit employees and recognizes the Union under Section 9(a) of the National Labor Relations Act. The Employer further recognizes the Union as the exclusive bargaining representative for wages, hours, fringe benefit contributions and work conditions for all employees employed under the terms of this Agreement.

Section 2.01 (B). All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is the later. This section shall not apply in the State of Iowa.

Section 2.01 (C). No member of Local Union No. 145, while he remains a member of such Local and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

Section 2.01 (D). The Employer shall not work with the tools except in extreme emergencies and then only until workmen in his employ become available.

Section 2.01 (E). Any worker laid-off or discharged for other than reducing the number of workers employed shall be entitled to appeal his discharge through Section 1.06 provided the worker specifies the section of the Agreement that has been violated. This appeal must be filed within forty-eight (48) hours of the discharge, Saturdays, Sundays and Holidays excluded. Copies of the appeal must be sent to the Business Manager of the Union, the Employer, and the Quad Cities Electrical Contractors Association. A decision shall be rendered within ten (10) working days after notice of appeal has been received.

MANAGEMENT'S RIGHTS

Section 2.02. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those

specifically provided for in the Collective Bargaining Agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03. Employers shall not loan their employees to another Employer without first securing the permission of the Business Manager and then only when applicants possessing the required skills are not available through the REFERRAL PROCEDURE.

OWNER-IN-FACT

Section 2.04 . An employee of a closely-held corporation or business who is a spouse, relative or close friend, of that employer and who enjoys special privileges or status and/or exercises control over the company may be deemed to be an "Owner in Fact".

On behalf of any such "Owner in Fact", the Employer shall have submitted monthly, pursuant to Section 2.18 (A), all fringes, deductions and assessments due for all hours worked as a Journeyman Wireman. The Auditing Committee shall have the right to audit said "Owner in Fact" should said Committee feel there is cause to do so.

It is understood that said employees shall not be allowed to work before 8:00 A.M. or after 4:30 P.M. except as outlined in the terms of this Agreement.

ANNULMENT - SUBCONTRACTING

Section 2.05. The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Section 2.06 of this Article, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

Section 2.06. The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or any one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

Section 2.07. All charges or violations of Section 2.06 of this Article 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.

CONTRACTOR DEFINITION - BONDING

Section 2.08. Certain qualifications, knowledge, experience and financial responsibility to meet current payrolls are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who engages in electrical work under the terms of this Agreement is a person, firm or corporation having the above qualifications and, in addition, maintaining a permanent place of business with a business telephone open to the public during normal business hours and which is not a part of a domestic establishment and employing at least one journeyman wireman full time.

Each individual employer shall furnish a bond, to the Local Union, on a form provided by the Union, for employees' wages and benefits. The Union will then forward a copy of said bond to the local NECA office within ten (10) working days. The bond shall be in the following amounts:

- | | |
|--|--------------|
| 1. One to two men | \$ 7,000.00 |
| 2. Three to five men | \$ 14,000.00 |
| 3. Over five but not more than ten | \$ 24,000.00 |
| 4. Over ten but not more than twenty | \$ 50,000.00 |
| 5. Over twenty but not more than fifty | \$120,000.00 |
| 6. Over fifty but not more than seventy-five | \$210,000.00 |
| 7. Over seventy-five men will be based on the schedule from items 2 through 5. Thirty day cancellation notice to Union by Bonding Company. | |

Employers working in IBEW Local 145's jurisdiction for a minimum of two (2) consecutive years without missing a payroll or benefit period, shall have the above bond requirements reduced to ½ of said scheduled amounts. The bonding requirement will increase to the scheduled amounts if an established employer fails to make timely payments to the benefit funds as required under Section 2.18(A) for any two monthly reporting periods within any twelve month period. The Employer will then have to provide the full bond as required above, until they have established another (2) year period without missing a payroll or benefit payment before they can establish the reduced bond payment as above.

The Trustees of the NECA - Local No. 145, IBEW Welfare Plan, the NECA - Local No. 145 IBEW Pension/Annuity Fund, the National Electrical Industry Fund and the Quad City Electrical Joint Apprenticeship and Training Committee may, in their sole discretion, assess liquidated damages and interest charges against any Employer which is delinquent in its contributions in accordance with such rules as may be established by the Trustees.

Section 2.09. The parties hereto, realizing that the public interest must be protected from unscrupulous contractors and incompetent mechanics, do hereby agree that any Employer doing business under the terms of this Agreement who willfully makes faulty electrical installations or misrepresents their services to the customer, may be required to appear before the Joint Conference Committee and explain same. It is further agreed that the Union shall discipline any

of its members who willfully install electrical equipment and wiring in a hazardous manner or which is not in accord with any applicable local or national safety code. However, all improper workmanship for which Journeymen are responsible, as skilled workers, and after ascertaining errors were not made, by order of the Employer, Journeymen will be required to make corrections on their own time and during regular working hours. Employers shall notify the Union of Journeymen who fail to adjust improper workmanship and the Union shall assume responsibility for the enforcement of this provision.

WORKERS COMPENSATION - INSURANCE

Section 2.10. For all employees covered by this Agreement, the employer shall carry Worker's Compensation Insurance with a company authorized to do business in the State in which the work is performed. Social Security and such other protective insurance as may be required by the laws of the State, and shall furnish satisfactory proof of such to the Union. He shall make payment of State Income Tax to either Iowa or Illinois as per employee direction. He shall also make contributions to the Unemployment Compensation Commission of the STATE the work is performed in for all employees hereunder regardless of the number of employees.

NEBF

Section 2.11. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

HEALTH AND WELFARE

Section 2.12. It is mutually agreed that a Health and Welfare Fund is to be established. Employing firms shall pay to a Trust Fund, created pursuant to a Welfare Plan complying with all applicable Federal and State laws and mutually acceptable to the parties hereto, to be known as the NECA - Local No. 145, IBEW Welfare Plan, effective June 2, 2003, the sum of \$4.63 per hour for each hour actually worked, except as provided herein by the employees covered by this Agreement. Fifteen (\$.15) cents of the \$4.63 per hour is to be credited to an Assistance Fund and three (\$.03) cents per hour is to be credited to the Quad Cities Electrical Industry Drug Free Workplace Policy. When shift work is performed as defined in Section 3.02 (B), eight (8) hours contribution shall be paid when an employee works a complete shift.

LOCAL UNION PENSION

Section 2.13 (A). For the purpose of providing retirement benefits for Journeymen and apprentices above the 2nd period, the Employer agrees to forward 5% of his gross weekly labor payroll plus \$2.69 per hour for all hours worked to employees subject to this Agreement working and receiving pay. All indentured apprentices above the 2nd period shall receive a percentage of the \$2.69 per hour pension which is equivalent to their percentage of Journeyman pay.

Section 2.13 (B). The payments required by the above paragraph shall be made to a Local Union Pension Fund known as NECA - Local No. 145, IBEW Pension Fund to be established by an Agreement and declaration of trust which shall provide for joint administration by an equal number of Employers and Union trustees. The provision of the Trust Agreement shall meet all requirements of Section 3.02 of the Labor Management Relations Act of 1947, and any other applicable laws. When said Trust Agreement has been adopted, the Employer and the Union agree to become parties to such Agreement and to be bound by all the terms and provisions.

ANNUITY

Section 2.14 (A). For the purpose of providing a defined retirement benefit for employees covered by this Agreement, the Employer agrees to forward, effective June 2, 2003, \$1.85 per hour for all hours worked to employees subject to this agreement working and receiving pay. All apprentices above the 2nd period, will receive a percentage of the journeyman contribution which corresponds to their percentage of journeyman gross wages.

Section 2.14 (B). The payments required by the above paragraph shall be made to a Local Union Annuity Fund known as NECA - Local No. 145, IBEW Annuity Fund to be established by an Agreement and declaration of trust which shall provide for joint administration by an equal number of Employers and Union trustees. The provision of the Trust Agreement shall meet all requirements of Section 3.02 of the Labor Management Relations Act of 1947, and any other applicable laws. When said Trust Agreement has been adopted, the Employer and the Union agree to become parties to such agreement and to be bound by all the terms and provisions.

UNION DUES, PAC, AND VOLUNTARY SAVINGS ACCOUNT

Section 2.15 (A). The Employer agrees to deduct and forward to the Local Union No. 145 Receiving Fund – upon receipt of a voluntary written authorization – the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 2.15 (B). After receiving written authorization from an employee who so volunteers, the Employer agrees to withhold from said individuals net pay, an amount of three cents (\$.03) per hour for the Union’s Local Political Action Fund. Such moneys withheld from all participating employees shall be forwarded monthly by the Employer to the Local Union No. 145 Receiving Fund.

Section 2.15 (C). After receiving written authorization from each employee, the Employer shall withhold from each employee’s net pay, zero percent (0%), five percent (5%), or ten percent (10%) as selected by the employee from their gross wages for a savings plan. The percentage amount authorized for savings may be modified once per year or when an employee changes employers. Such sums withheld from all participating employees shall be forwarded monthly to the Electrical Industry Receiving Trust Fund for deposit in the I.H. Mississippi Valley Credit Union and credited to the individual employee’s account. These sums shall be deposited in accordance with section 2.18 (A).

NATIONAL LMCC

Section 2.16 (A). The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6 (b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175 (a) and Section 302 (c)(9) of the Labor-Management Relations Act, 29 U.S.C. §186 (c)(9). The purposes of this Fund include the following:

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

- 9.) to enhance the involvement of workers in making decisions that affect their working lives; and
- 10.) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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.

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

If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$20) dollars, 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.

LOCAL LMCC

Section 2.16 (B). 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 2.16 (C). 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 2.16 (D). Each Employer shall contribute ten cents (\$.10) per hour for all employees above the 2nd period. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than (15) calendar days following the last day of the month in which the labor was performed. The Quad Cities Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 2.16 (E). 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.

ILLOWA

Section 2.17 (A). All Employers subject to the terms of this Agreement shall contribute four cents (\$.04) per hour for the purpose of funding the Iowa-Illinois Construction Labor and Management Council (ILLOWA).

ADMINISTRATIVE MAINTENANCE FUND

Section 2.17 (B). All Employers signatory to this labor Agreement with the Quad Cities Chapter, NECA designated as their collective bargaining agent shall contribute \$.10 per hour for each hour worked up to a maximum of 75,000 hours, by each employee covered by this labor

Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the Collective Bargaining Agreement, grievance handling and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor Agreement by the 15th of the month.

The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Quad Cities Chapter, NECA and not the Local Union. The Fund shall be solely administered by the Quad Cities Chapter, NECA and shall not be used in any manner detrimental to the Local Union or the IBEW.

CONTRIBUTIONS - DELINQUENCY PENALTIES

Section 2.18 (A). All contributions and deductions required by this Agreement shall be made and forwarded to the proper receiving agents along with the corresponding payment and payroll transmittals on or before the fifteenth (15th) day following the end of each calendar month. Receipt of reports and payments shall constitute receipt for the purpose of determining timely payment.

Listed below are the Funds and their corresponding rates of contribution:

National Electrical Benefit Fund	3% of gross payroll
NECA - Local #145 Health & Welfare Fund	\$4.63 per hour
NECA - Local #145 Pension Plan	5% of gross payroll
NECA - Local #145 Pension Plan	\$2.69 per man hour
NECA - Local #145 Annuity Plan	\$1.85 per man hour
Joint Apprenticeship and Training Fund	\$.31 per man hour
ILLOWA	\$.04 per man hour
Labor Management Cooperative Committee	\$.11 per man hour <small>(includes \$.10/hour to local LMCC and \$.01/hour to National LMCC)</small>
Administrative Maintenance Fund	\$.10 per man hour <small>(up to 75,000 hours)</small>
NECA Service Charge (NECA members only)	.5% of gross payroll
IBEW, Local #145 Union Dues	5% of gross payroll
Political Action Committee <small>(voluntary deduction)</small>	\$.03 per man hour
Voluntary Savings Plan <small>(voluntary deduction)</small>	0%, 5% or 10% of gross payroll

All payments made to the health & welfare, pension, annuity, JATC/ILLOWA and LMCC shall be mailed, along with a copy of the monthly payroll report to:

NECA-IBEW #145 Benefit Funds
P.O. Box 3631
Rock Island, IL 61204-3631

All payments to the NEBF, NECA service charge, and administrative fund shall be mailed, along with a copy of the monthly payroll report to:

Quad Cities Chapter, NECA
736 Federal Street
Davenport, IA 52803

All payments for the union dues, PAC, and voluntary savings plan shall be mailed, along with a copy of the monthly payroll report to:

IBEW Local #145 Receiving Trust
1700 52nd Avenue, Suite A
Moline, IL 61265

All above listed contributions are due at said location not later than fifteen (15) calendar days following the end of each calendar month.

All reports and contributions that are not received by the fifteenth day following the end of each calendar month shall be deemed delinquent and shall be assessed penalties as outlined in Section 2.18 (B) of this Agreement.

Employing firms who fail to remit regularly shall be subject to termination of this Agreement upon the Union serving written notice of termination. Such termination shall be effective seventy-two (72) hours after the giving of such notice unless the delinquency is remedied prior to the expiration of such seventy-two (72) hours.

Section 2.18 (B). PENALTY FOR DELINQUENT CONTRIBUTIONS. All reports and contributions that are not received by the fifteenth day following the end of each calendar month shall be deemed delinquent and shall be assessed liquidated damages amounting to fifty dollars (\$50.00) per day for each and every working day the reports and contributions are delinquent. If said reports, contributions, and liquidated damages are not received within ten (10) working days after the date in which the contributions were originally due, immediate steps will be taken to place the account in the hands of legal counsel for collection of all moneys due and owing, and the contractor shall thereafter be required to post a wage and benefit bond in an amount equal to, but no less than, the average monthly total benefit payment based upon an average of the three preceding months.

If said reports, contributions, and liquidated damages are received within ten (10) working days after the date in which the contributions were originally due, the contractor shall not be required to post a bond but, in that event, if payments are made late but within the grace period for any two monthly reporting periods within any one twelve month period, the contractor thereafter shall be required to post a wage and fringe benefit payment bond as provided above.

In the event the trustees are required to place any contractor account in the hands of legal counsel for collection, the Employer shall be liable, in addition to all scheduled contributions, for

all attorneys' fees and all reasonable costs incurred in the collection process including but not limited to filing fees, sheriff's fees, audit costs, interest and other expenses incurred by the Trustees.

Section 2.18 (C). AUDITING. For the purposes of monitoring accurate payment and performance of contractors under this Agreement, it is agreed that all contractors shall submit and participate in an auditing program conducted by the Pension Trustees. By this paragraph, contractors expressly agree to provide the pension Trustees, or agents thereof, with all payroll records, reports, and other reasonably requested information necessary to conduct a compliance audit. It is expressly agreed the pension Trustees, or their designated representatives, shall be given all reasonably necessary audit information to insure compliance not only with the Pension Fund contributions but also all other contributions or payments required by this Collective Bargaining Agreement.

Section 2.18 (D). All Employers signatory to the Local Union No. 145, IBEW and Quad Cities Electrical Contractors Association's Labor Agreement will be subject to audits on a random basis, unless otherwise specified, as per the Electrical Industry Auditing Program, dated September 26, 1988.

Section 2.18 (E). COMPENSATION. It is understood and agreed that the hourly compensation for employees working under this Agreement is the sum of the hourly wage and fringe benefit contributions specified in this Agreement. Although the parties have agreed to divide the employees' total hourly compensation into direct wages and indirect compensation in the form of the fringe benefit contributions specified herein, the sum of the wage payment and fringe contributions is the total hourly economic benefit to be received by employees for working under this Agreement. If an employee receives less than this amount, either on his or her paycheck or with regard to fringe contributions, or both, such an employee has not received his or her full pay for work performed under this Agreement and shall be entitled to all legal redress available for full payment of his or her compensation due under the terms of this Agreement.

UNION MEMBER DISCIPLINE - RESPONSIBILITY

Section 2.19. The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

Section 2.20. Should a member of the Union leave a job at the direction of the Union, he shall carefully put away all tools, material, equipment or any other property of the Employer, in a safe manner. He shall also notify the Employer upon leaving any job. The Union will be financially responsible for any loss to the Employer for neglect in not carrying out this provision but only when a safe place is provided for storage by the Employer. Under other conditions tools and material should be carefully put away, if a storage place is provided, and the employer notified at once.

FAVORED NATIONS CLAUSE

Section 2.21. 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 concessions.

STEWARD

Section 2.22. The Employer recognizes the right of the Union to have a Steward at any shop or on any job where the workmen are employed under the terms of this Agreement. It is understood and agreed that any such Steward shall be allowed sufficient time during the regular working hours to see that this Agreement is observed at his shop or on his job. Under no circumstances shall a Steward be discriminated against by any Employer for the faithful performance of his duties as a Steward. A Steward shall not be laid-off or discharged while acting in this capacity without his case being reviewed by the Local Union and the Employer. The Local Union shall notify each Employer by letter of the appointment with the name of the Steward on the job twenty-four (24) hours prior to assignment, Saturdays, Sundays, and holidays are to be excluded.

Section 2.23. It is understood and agreed that this Agreement does not cover the work of packing or unpacking electrical fixtures, or the temporary hanging of such fixtures in the display room in the Employer's place of business, nor does it cover the packing, unpacking or assembling of appliances such as washing machines, ironers, vacuum cleaners, etc... in the Employer's place of business.

Section 2.24. Upon request, the Business Manager of the Union shall be permitted to check the time books of the Employer for any workman employed under the terms of this Agreement to determine the amount of time that such workman has worked during the payroll week.

ARTICLE III

HOURS - WAGE PAYMENTS - WORKING CONDITIONS

Section 3.01 (A). Eight (8) hours work between the hours of 8:00 A.M. and 4:30 P.M. with a thirty (30) minute lunch period shall constitute a normal work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. However, this work day may vary by no more than two (2) hours by mutual agreement between Employer and employees on the job site.

Section 3.01 (B). **4-10's** By mutual agreement among all parties involved (Employer and Employee), the Employer may institute a work week consisting of four (4) ten (10) hour days, Monday through Thursday or Tuesday through Friday, with one half hour allowed for a lunch period. If a full day is missed due to inclement weather or a holiday, then Friday may be used as a make-up day if the Monday through Thursday schedule is worked. If the Tuesday through

Friday schedule is worked then the Monday preceding the Tuesday through Friday work week may be used as a make-up day. Such make-up days would be by mutual agreement with such make-up day being paid at the straight time rate of pay. After ten (10) hours in a work day, overtime shall be paid at a rate of one and one-half times (1-1/2) the straight time rate of pay.

Section 3.01(C). When workmen are required to work overtime beyond ten (10) hours, they shall be allowed one-half (1/2) hour off for lunch. Likewise, if the job should require four (4) hours or longer after the first lunch period, they will be allowed an additional one-half (1/2) hour off for lunch.

Section 3.01 (D). The workmen shall be permitted a coffee break in the morning on the job-site, within the guidelines and policies established by the Employer. When working beyond eight (8) hours, the workmen will be given an additional break during the second half of their workday. Coffee breaks are intended to provide the electrician with a break. Therefore, they will be used for that purpose and not as a way to accumulate time for an early workday departure.

Section 3.02 (A). **OVERTIME.** All work performed after completion of the normal work day and all work performed on Saturday shall be paid for at one and one-half (1-1/2) times the regular straight time rate of pay.

All work performed after sixteen (16) continuous hours shall be paid for at double the straight time rate of pay.

When employees are required to work more than a minimum of eight (8) hours at double the straight time rate of pay, their rate shall continue at double the straight time rate of pay.

Work performed on Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day, shall be paid at double the straight time rate of pay. If the holiday falls on a Sunday, the Monday after shall be paid at double the straight time rate of pay.

SHIFT CLAUSE

Section 3.02 (B). When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

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

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

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

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

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

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

Section 3.03. No work shall be performed on Labor Day except in case of emergency and then only after details of such an emergency has been filed with the Union.

Section 3.04. The minimum hourly rate of wages shall be as follows:

<u>CLASSIFICATION</u>	<u>EFFECTIVE 06/02/03</u>
JOURNEYMAN WIREMAN	\$ 25.87
JOURNEYMAN CABLE-SPLICER	\$ 26.87
FOREMAN	\$ 27.87
GENERAL FOREMAN	\$ 29.87
Effective 06/01/04	\$1.55 increase
Effective 06/01/05	\$1.60 increase

All monetary changes to this Agreement shall take effect on the first Monday of the payroll week that is closest to the date for the specified change.

Journeyman Wireman when splicing cable: Not less than \$1.00 per hour above the Journeyman Wireman’s rate.

Foreman: Not less than \$2.00 per hour above the Journeyman Wireman’s rate.

General Foreman: Not less than \$4.00 per hour above the Journeyman Wireman’s rate.

Cable splicing is defined as terminating or splicing of 5 KV cable and above, only when shielded. Splicers must have completed an approved course on splicing and terminating in connection with the Joint Apprenticeship and Training Committee Program.

Journeyman Wireman, when performing duties of Quality Control and/or Quality Assurance, Journeyman Technician and/or Journeyman Instrumentation Technician shall be paid at the Journeyman's rate.

Apprentices minimum rate of wages shall be:

<u>PERIOD</u>	<u>OJT HOURS</u>	<u>PERCENTAGE OF JOURNEYMAN'S SCALE</u>
1	0 - 1000	40% of Journeyman Wireman Rate
2	1000 - 2000	45% of Journeyman Wireman Rate
3	2000 - 3500	50% of Journeyman Wireman Rate
4	3500 - 5000	60% of Journeyman Wireman Rate
5	5000 - 6500	70% of Journeyman Wireman Rate
6	6500 - 8000	80% of Journeyman Wireman Rate

Section 3.05. Wages shall be paid weekly not later than 4:30 P.M. on Wednesday for all time worked up until 12:00 midnight of the last day of the Employer's payroll week. The normal payroll week shall begin Monday and run through the following Sunday. No such payroll week shall end earlier than Sunday 12:00 midnight. If wages are not paid by 4:30 P.M., on Wednesday, the employee shall receive a maximum two (2) hours waiting time pay, to be paid at the straight time rate of pay. An employee does not have to remain on the job site to receive said check.

If payday falls on a legal holiday or day celebrated as such, payday SHALL be the day prior to said holiday. Wages shall be paid on the job or at the office of the Employer provided the workmen are allowed sufficient time to reach the office. Should an Employer default or fail to meet a current payroll, the Union may implement the bond required in Section 2.08 of this Agreement.

In the event that the checks given by an Employer to workmen employed under the terms of this Agreement are refused payment on account of insufficient funds, etc., such Employer will thereafter be required to pay all wages in cash until such time as decided otherwise by the Joint Conference Committee. Workmen shall report hours worked to the Employer in accordance with the Employer's written policy. A copy of the policy shall be sent to the Union.

Section 3.06. On jobs where eight (8) or more employees are employed, the Employer shall designate one as foreman and pay him accordingly. If, in the judgment of the Employer, additional foremen are needed to efficiently operate jobs employing eight (8) employees, such additional foremen shall be selected by the Employer. No foreman shall supervise a crew of more than sixteen (16) employees. A general foreman shall be appointed by the Employer when needed.

Section 3.06 (A). **Foreman Call By Name:** The Employer shall have the right to call a Foreman by name provided:

- A.) The Employee has been unemployed and on the referral list, available for employment, for at least 30 days.
- B.) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.
- C.) When an Employee is called as Foreman he must remain as a Foreman, acting in that capacity, for 1,000 hours or must receive a reduction in force.
- D.) This language is not intended to circumvent the normal referral procedure or to allow signatory contractors to steal or solicit any other signatory contractors employees. The intent of this section is to allow signatory contractors the ability to hire experienced individuals to act as Foremen, who have been unemployed and available for employment for at least 30 days. No individual hired under this language will be allowed to work for the contractor in any capacity prior to being unemployed and available for work for less than 30 days. The parties to this agreement or an employer may file a grievance against a contractor and/or the employee who is alleged to be circumventing the intent of this language. A contractor may be subject to a payroll audit if, it is determined by the parties to this agreement, that there is reason to believe that said contractor has violated the intent of this language. If the Labor-management committee has determined that a contractor and/or employee has violated the intent of this language the committee may invoke any penalties it deems appropriate, including requiring the contractor to immediately layoff the employee and revoking the contractor's and employee's use of this section of the agreement for a period not to exceed one year.

Section 3.07. Any man reporting for work and being laid off, not having been notified the day previous of such layoff, shall receive not less than two (2) hours wages in order to gather his tools and personal belongings and shall be paid in full immediately. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made. Any employee wishing to sever his employment with an employer shall give the employer a minimum of two (2) hours notice. Employers shall be subject to the same notification period.

When an employee is terminated or laid-off for any reason whatsoever, he shall be paid in full once the employee has returned all tools and equipment issued to him and settled any outstanding account with the Employer. He shall be given a separation notice at the time of such termination, with the reason for termination noted thereon. Resignation on the part of any employee will require such separation notice at the time of such resignation. Both the employee, the contractor or the contractor's designated representative shall sign the termination or resignation form. Copies of notices shall be mailed by the Employer to the Local Union and the Quad Cities Electrical Contractors Association.

Section 3.08. When men are directed to report to a job and do not start work due to weather conditions, lack of material, or other causes beyond their control, they shall receive two

(2) hours pay unless notified before 7:00 A.M. Employees shall notify the contractor or foreman on the job before the scheduled starting time if they are to be tardy or are to remain off the job.

AGE RATIO CLAUSE

Section 3.09. On all jobs requiring five (5) or more journeymen, at least every fifth journeyman, if available, shall be fifty (50) years of age or older.

REQUIRED TOOL LIST

Section 3.10. All employees employed under the terms of this Agreement will be required to have in his possession the minimum list of tools when reporting for work; possession of tools will be verified on the referral slip. All tools must be in proper and safe working condition and meet all requirements of OSHA Safety Act. To be checked and approved by the Employer or Employer's representative.

1 tool box and lock	1 pair long nose pliers
1 tool pouch	1 10" screw driver
1 pair side cutters	1 6" screw driver
2 pair channel lock pliers	1 claw hammer
1 stub screw driver	1 key hole saw frame
1 knife	1 hacksaw frame
1 combination square	1 flashlight
1 10" crescent wrench	1 pipe wrench (not over 14")
1 chalk line	1 rat tail file
1 centerpunch	1 10" mill file
1 wood chisel	1 cold chisel
1 tap wrench	1 torpedo level
1 socket set (3/8" drive)	1 set box end wrenches
1 pair diagonal pliers	1 scaled 600 volt tester
1 Phillips screwdriver	1 6' wood ruler
1 current National Electrical Code Book (NEC)	

No employee shall furnish such equipment as ladders, blocks, ropes, large pipe wrenches (over 14"), pipe vises, dies, pipe bending tools, wood bits, hacksaw blades, or other cutting tools requiring constant replacement.

Section 3.11 (A). The Employer shall furnish all necessary tools or equipment except journeyman tools referred to in Section 3.10.

Workmen shall be held responsible for the tools or equipment issued to them providing the Employer furnished the necessary lockers, tool boxes, or other safe places for storage. All tools and equipment shall be used in a safe and proper manner. Workmen shall notify the Employer of tools and equipment that become damaged or in need of maintenance. All company vehicles, regularly used by workmen on the job site, are to be identified.

Section 3.11 (B). The Employers are to furnish all protective clothing required to do the welding on the job such as sleeves, vests, helmets, gloves, etc...

Section 3.12. All tools, material and equipment after being delivered to the job shall be manned or operated by workmen employed under the terms of this Agreement.

Section 3.13. The representative of the Union shall be allowed access to any shop or any job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 3.14. All carfare or other transportation necessary and traveling time for all workmen, in excess of that between the workman's home and the job, shall be paid by the Employer at the current IRS published rate per mile. Where workmen are sent outside the jurisdiction of the Union, all transportation and reasonable allowance for room and board and straight time for all time spent while traveling during regular working hours shall be paid by the Employer.

Section 3.15. No traveling time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job. It is understood that the Employer shall furnish transportation for all shop tools and material except as may be provided in this Agreement and appropriate notice to this effect shall be posted in each individual Employer's place of business who is a party to this Agreement. The Employer shall not require, nor shall employees be permitted the use of a workman's vehicle to transport tools, material or workmen in any manner that would render a service to any Employer that could not be rendered by an employee having no such vehicle.

Section 3.16 (A). When workmen are required to go into the country on maintenance and repair work, where it is considered impractical to send shop trucks, such workmen may use their own automobiles for transportation of tools and material necessary to perform the above mentioned work properly, provided they are compensated for the use of their automobile at the current IRS published rate per mile, and provided further that no workman shall be required to use his automobile unless he consents thereto.

Section 3.16 (B). At plant locations where private transportation is not permitted, the Employer shall furnish transportation that provides shelter from inclement weather from the gate to the jobsite and back to the gate when said distance is one-half (1/2) mile or more.

Section 3.17. Workmen required to go to the Employer's shop or to the supply store for material or other purposes shall report at the place designated at 8:00 A.M., the same as going to the job direct. Employees shall be at their designated work area, and prepared to start work, at the regular starting time. If the workmen are required to report to the Employer's shop at the end of a regular work day they will come in on the Employer's time.

Section 3.18 (A). Safety rules will be made available by the Employer. Such rules provide the minimum standards of safety to be observed by the Employer and the Union; wherever work is being performed on the property of a company having more stringent safety rules, such shall be observed.

Section 3.18 (B). The safe work practices that are in effect on a utility company property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

Section 3.18 (C). A lockout and tagging procedure is contained in Appendix A of this Agreement.

Section 3.19. On all energized circuits where employees must come in direct physical contact with energized circuits on systems of 440 volts and above, there shall be two or more employees working together, one employee must be a Journeyman Wireman.

Section 3.20. It shall be agreed that employees employed under the terms of this Agreement shall have the right to refuse to work on any project or in any shop where safety, health and sanitary conditions are not observed as approved by the respective state inspectors in Illinois and Iowa.

Section 3.21. The policy of the members of the Local Union is to promote the use of material and equipment manufactured, processed, or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

NON-RESIDENT EMPLOYEES

Section 3.22. An Employer signatory to a Collective Bargaining Agreement or to a letter of assent to an Agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 3.23. On jobs having a foreman, workmen are not to take direction or order or accept the layout of any job from anyone except the foreman or Employer.

ARTICLE IV

SAFETY

Section 4.01. There shall be a joint safety advisory board that shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current committee members.

Section 4.02. Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member is eligible to success himself.

ARTICLE V

STANDARD INSIDE APPRENTICESHIP LANGUAGE

Section 5.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and policies. All apprenticeship standards shall be registered with the NJATC and thereafter submitted to the appropriate registration agency.

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

Section 5.02. All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

Section 5.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04. There shall be only one (1) JATC and (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee

to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

Section 5.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06. To help insure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture a total number of apprentices not to exceed a ratio of one (1) apprentice to three (3) Journeyman Wiremen normally employed under a collective bargaining agreement. The JATC shall indenture a larger number of apprentices provided the individuals are entering the program as the result of direct entry through organizing; as provided for in the registered apprenticeship standards.

Section 5.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make reasonable efforts to honor the request. If the JATC is unable to fill the request within ten (10) working days, and if the JATC has fewer indentured apprentices than permitted by its allowable ratio, they shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

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

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

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

Section 5.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wiremen or fraction thereof as illustrated below.

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

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

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

Section 5.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the

apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice acquire any electrical license required for journeymen to work in the jurisdiction covered by this agreement.

Section 5.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

Section 5.16. 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: \$.31 cents 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 VI

STANDARD INSIDE REFERRAL

Section 6.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area and 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 6.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 6.03. The Employer shall have the right to reject any applicant for employment.

Section 6.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, 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 procedure.

Section 6.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

GROUP I. All applicants for employment who have four or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee AND who have been employed in the trade for a period of at least one year in the last four years in the geographic area covered by the Collective Bargaining Agreement.

GROUP II. All Applicants for employment who have four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

GROUP III. All applicants for employment who have two or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, AND who have been employed for at least six months in the last three years in the geographic area covered by the Collective Bargaining Agreement.

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

Section 6.06. 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 6.07. 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 6.08. “Normal construction labor market” is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

(a). The following Counties, State of Illinois

Carroll that portion west of Cherry Grove, Rock Creek and Wysox Townships.

Henry that portion north and west of Annawan, Burns, Cambridge and Weller Townships.

Jo Daviess Savanna Ordnance Depot only.

Mercer entire County except Ohio Grove, North Henderson and Suez Townships.

Rock Island entire County.

Whiteside that portion west of Genesee, Hume, Mount Pleasant and Tampico Townships.

(b). The following Counties, State of Iowa

Cedar entire County.

Clinton entire County.

Jackson entire County.

Muscatine entire County.

Scott entire county.

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

Section 6.09. “Resident” means a person who has maintained his permanent home in the above defined geographical area for a period of not less than ONE YEAR or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 6.10. “Examination” – an “Examination” shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the

date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if he has four years experience in the trade.

Section 6.11. The Union shall maintain an “Out of Work List” which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 6.12. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 6.13. Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the “Out of Work List” and then referring applicants in the same manner successively from the “Out of Work List” in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 6.14. The only exceptions which shall be allowed in this order of referral are as follows:

- (a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- (b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 6.15. An Appeals Committee is hereby established, composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 6.16. It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 6.04 through 6.14 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 6.17. A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 6.18. A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 6.19. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

ARTICLE VII

SUBSTANCE ABUSE

Section 7.01. The dangers and costs which 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 impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principals, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE VIII

INDUSTRY FUND

Section 8.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

ARTICLE IX

SEPARABILITY CLAUSE

Section 9.01. 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.

Signed For The Employers:

Signed For The Union:

Quad Cities Electrical Contractors
Association

Local Union #145, International
Brotherhood of Electrical Workers

Daniel F. Palmer, President

Kurt Donnelly, President

Steven B. Chesley, Executive Manager

Scott Verschoore, Business Manager

APPENDIX A

ELECTRICAL LOCKOUT AND TAGGING PROCEDURE

PURPOSE

The purpose of this electrical lockout and tagging procedure is to ensure that equipment is not electrically energized which may endanger personnel working on the equipment.

SCOPE

This procedure applies to all electrical installations not covered by a recognized tagging procedure.

PROCEDURE

1. Shut down equipment by normal procedures (stop buttons, disconnects, etc...) and install the tag or lockout device and padlock.
2. Each tag shall be filled out with the following information:
 - a.) Name (including full last name)
 - b.) Name of Contractor
 - c.) Date
 - d.) Identity of circuit being worked on
3. After initial lockout, verify that the circuit is de-energized at the point at which work is to be performed.
4. A tag or lock may be removed only by the person who attached the tag or lock or his supervisor.
5. When the electrician is certain that the job is complete and that the equipment is safe to operate he shall remove his tag and/or padlock.

If the foreman or general foreman is on the job site he shall supervise all tagging or lockout of equipment.