

**SOUTHWESTERN ILLINOIS DIVISION
ILLINOIS CHAPTER, NECA
AND
LOCAL UNION #309, IBEW
INSIDE LABOR AGREEMENT**

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**SOUTHWESTERN ILLINOIS DIVISION
ILLINOIS CHAPTER, NECA
AND
LOCAL UNION #309, IBEW**

INSIDE LABOR AGREEMENT

RECOGNITION OF PARTIES

Agreement By And Between The Southwestern Illinois Division, Illinois Chapter, National Electrical Contractors Association And Local Union No. 309, International Brotherhood Of Electrical Workers.

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

As used hereinafter in this Agreement, the term "Division" shall mean the Southwestern Illinois Division, Illinois Chapter, NECA and the term "Union" shall mean Local Union #309, IBEW.

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

SCOPE OF WORK

The handling, moving, installing and aligning of all electrical material, motors, apparatus and equipment, and any cutting and welding in connection therewith, shall be performed by workmen employed under this Agreement. The handling, forming, cutting, threading and installing of conduit shall be performed by workmen employed under this Agreement. There will be no restrictions on the use of standard nipples up to twelve inches (12") in length and service entrance nipples up to twenty-four inches (24") in length.

All equipment installed shall be tested and test run for rotation and proper circuiting only as called for in the job contract, plans and/or specifications, and shall apply to all addenda, change orders, or to any new contracts entered into pertaining to the job by the employees working under this Agreement. All cable splicing and fireproofing shall be done under this Agreement.

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 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 I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 - Effective Date - This Agreement shall take effect September 1, 2004 and shall remain in effect through August 28, 2007, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1st through August 31st of each year, unless changed or terminated in the way later provided herein.

Section 1.02 - Termination or Change Notice

- (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.
- (b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.
- (c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.
- (d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations 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 by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

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

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

Section 1.05 - Labor Management Committee - There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employers. It shall meet regularly at such 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 representatives of each of the parties to this Agreement. In the event that these two (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

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

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

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

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01 - Qualification of Employer - The Employer shall be a person, firm or corporation whose principal business is Electrical

Contracting, maintaining a permanent place of business in the geographic jurisdiction of Local 309, IBEW, open to the public during normal business hours, with a telephone and with suitable financial status to meet payroll requirements and have a license to operate as an Electrical Contractor in the State of Illinois when and where necessary.

Section 2.02 - Employer Working - A Contractor will be permitted to work only with another Journeyman and then only on residential work, small commercial alternation jobs, trouble calls or small electrical jobs of one thousand (\$1,000.00) or less. On jobs over \$1,000.00, he may give assistance to another Journeyman for a period up to two (2) hours in any one (1) day. When working three (3) or more employees in the shop, he will not be permitted to work with tools under any circumstances.

Section 2.03 - Favored Nations Clause - The Union Agrees that if during the life of this Agreement, it grants to any other Employer in the electrical contracting industry, on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.04 - Management's Rights - The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions, except those specifically provided for in the collective bargaining Agreement in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.05 - Non-resident Employees - An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional

Executive Director, is subject to review modification, or rescission by the Council on Industrial Relations.

Section 2.06 - Compensation Insurance -

- (a) Irrespective of the number of workmen unemployed, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of this State and shall make contributions to the Illinois Unemployment Compensation Division for unemployment compensation insurance. He shall furnish satisfactory proof of such coverage for review by the Union and the Labor Management Committee. Any Employer failing to comply with this Section shall be held responsible for all claims and shall be subject to termination of his coverage by this Agreement until such proof has been furnished.
- (b) Employees shall be indemnified by their Employer against any claims or suits made against them for bodily injury, death, or property damage while said employees are working within the scope of their employment.

Section 2.07 - Surety Bond -

- (a) Each Employer, except those exempted by the provisions hereof, shall furnish a surety bond in the amounts as indicated herein below to secure payment of all amounts due on account of payroll and fund deductions, contributions and reporting obligations required of the Employer by the following agreements: Inside Construction Agreement, Residential Agreement, and the Telecommunications Agreement between the Union and the Southwestern Illinois Division, Illinois Chapter, National Electrical Contractors Association, and the Outside Construction Agreement between the Union and the American Line Builders Chapter, National Electrical Contractors Association. Such bond shall provide that it may not be terminated without thirty (30) calendar days prior written notice to the Employer and the Local Union.
- (b) The parties agree to adjust surety bond amounts to cover all fringes for ninety (90) days for maximum number of men in each category. A surety bond of twenty-three thousand dollars (\$23,000.00) is required for each Employer employing from one (1) to five (5) inclusive employees, forty-six thousand dollars (\$46,000.00) is required for each Employer employing from six (6) to ten (10) inclusive employees, a surety bond of ninety-two thousand dollars (\$92,000.00) is required for each Employer employing from eleven (11) to twenty (20) inclusive employees and a surety bond of one hundred thousand dollars (\$100,000.00) is required for each Employer employing twenty-one (21) or more employees under this Agreement; or a letter of credit from a bank in the

amount set forth in this section shall be furnished to the Union.

- (c) Any Employer which has not violated the requirements of this Agreement governing payroll and fund deductions, contributions and reporting obligations for a period of ten (10) years is exempted from the provisions of this Section. A violation is defined as filing late reports or not filing reports when employees are working, filing incomplete or incorrect reports, filing incorrect dollar amounts or non negotiable checks.
- (d) The Union shall notify any Employer, in writing, with a copy of such letter to the Chapter, that a violation as defined above has occurred and that the Employer furnish a surety bond or a letter of credit to the Union. Any Employer has the right to institute grievance proceedings with the Labor Management Committee if such Employer feels such a violation has been improperly lodged.
- (e) Any Employer who has not previously demonstrated its financial responsibility as defined in Subsection (c) above shall post surety bond required by this Section before employees are referred by the Union as provided for in Article IV of this Agreement.

Section 2.08 - Annulment - Subcontracting -

- (a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of paragraph (b) of this Section, will be sufficient cause for cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.
- (b) The subletting, assigning or transferring by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one (1) of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.
- (c) All charges of violations of paragraph (b) of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.
- (d) Loaning Employees - the Employer shall not loan or cause to

be loaned any employee working under this agreement to any other Employer.

Section 2.09 - Union Security - All Employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.10 - Job Access - The Employer is to request clearance before job starts so there is no delay in admitting the Union representative. The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement with customer's consent. The representative of the Union shall notify the Employer when he or she intends to visit a jobsite.

Section 2.11 - Stewards - No Steward shall be discriminated against in any way for the performance of his proper duties. If a Steward is to be laid off or transferred, the Local Union requests a forty-eight (48) hour notice to permit selection of a new Steward.

Section 2.12 - Union Dues Deduction - The Employer agrees to deduct and forward to the Financial Secretary of the Local Union - upon receipt of a voluntary written authorization - the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 2.13 - Notice of Jobs - The Contractor agrees to notify the Business Manager of the Union (on forms provided by the Local Union) of each contract, where the electrical work amounts to three thousand five hundred (\$3,500.00) or more secured within the jurisdiction of the Union, as soon as possible after the award of the Contract.

Section 2.14 - Union Label - It shall be the responsibility of both the Contractor and the Journeyman working on any job to see that a construction label shall be placed on the panel, meter base, or some other conspicuous place. The label shall show the name of the Contractor and the employee and be furnished by the Local Union.

Section 2.15 - Age Ratio - 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.

Section 2.16 - Employee Contracting - No members of Local Union 309, while he/she remains a member of such local and employed by Employers operating under this Agreement, shall themselves become a contractor for the performance of any electrical work.

ARTICLE III

HOURS - WAGES - WORKING CONDITIONS

Section 3.01 - Work Day - Work Week -

- (a) Working Hours - Eight (8) hours between the hours of 8:00 A.M. and 4:30 P.M., with thirty (30) minutes for lunch period, to be taken between the hours of 11:30 A.M. and 1:30 P.M., shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be varied by not more than two (2) hours on a job to job basis, by the Employer (at the request of the customer and/or an accommodation of his employees) by notifying the Business Manager; except, under no circumstances, multiple starting times on the same shift of the same job and/or starting time changes of less than five days duration are not permissible. For purposes of payroll, the day commences at 12:01 a.m. and ends at 12:00 midnight.
- (b) Reporting Time - When workmen are ordered to report to the shop in the morning, they shall report at 8:00 A.M. and when ordered to return to the shop, they shall report not later than 4:30 P.M.

Section 3.02 - Overtime Wages -

- (a) Overtime & Holidays - 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 the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day or days celebrated as such, shall be paid for at double the straight time rate of pay. If any holiday falls on Sunday, the following Monday shall be observed as the holiday.
- (b) Overtime Preference - When it is necessary to work overtime, workmen on the job shall be given preference over other workers.
- (c) Overtime Conditions - (1) When a workman is required to work longer than ten (10) hours in a workday he shall receive a one-half (1/2) 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 (1/2) hour lunch period after every four (4) hours of work.
- (2) When Journeymen on the job are required to work overtime, any apprentices on such jobs will also be permitted to work overtime.

- (d) Labor Day - No work shall be performed on Labor Day except in cases of emergency and then only after permission is granted by the Business Manager of the Union.
- (e) National or State Elections - 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.
- (f) Overtime Continuance - When workmen are called to work and work at least six (6) hours before the normal workday, they can continue to work at their option through the normal workday at the premium scale unless they receive seven (7) hours of rest. This applies to work on the same property and for the same employer.

Section 3.03 - Wage Rates - A summary of all agreement financial costs are contained in Appendix "A". The minimum hourly rate of wages shall be as follows:

- (a) Effective September 1, 2004 thru August 30, 2005:
 Journeyman Wireman.....\$30.57
 Foreman (106%).....\$32.40
 General Foreman (110%).....\$33.63
 Project General Foreman (115%).....\$35.16

Apprentice Rates

	PERCENTAGE OF JOURNEYMAN WIREMAN	WAGE RATES
1 st Period - 800 Hours	50%	\$15.29
2 nd Period - 800 Hours and Satisfactory Progress	50%	\$15.29
3 rd Period - 1600 Hours Minimum and Completion of 1st Year Classroom	55%	\$16.81
4 th Period - 1600 Hours Minimum and Completion of 2nd Year Classroom	60%	\$18.34
5 th Period - 1600 Hours Minimum and Completion of 3rd Year Classroom	80%	\$24.46
6 th Period - 1600 Hours Minimum and Completion of 4th Year Classroom	90%	\$27.51

All pay increases effective for apprentice Wireman last Wednesday in May. Hours worked are not cumulative into the next year.

(b) Effective August 31, 2005 thru August 29, 2006 Journeyman Wireman shall receive a \$1.55 per hour total package increase.

(c) Effective August 30, 2006 thru August 28, 2007 Journeyman Wireman shall receive a \$1.60 per hour total package increase.

EFFECTIVE THRU AUGUST 30, 2005

FUND	SECTION	CONTRIBUTION RATE	FUND	SECTION	CONTRIBUTION RATE
JATC	5.16	1.5%	Vacation	6.06	7.0%(Deduct)
NEBF	6.01	3.0%	NLMCC	8.03	\$0.01
H&W	6.02	15.5%	Administrative		
Pension	6.03	16.0%	Fund	6.07	\$0.15
Income Security	6.09	3.5%			

Section 3.04 - Payday - The regular pay week shall be Wednesday through 4:30 P.M. Tuesday, inclusive, and the men shall be paid not later than 4:30 P.M. Friday, or the last regular working day of the same calendar week. Payment shall be made by cash or check on the job or at the office of the Employer, provided the men are allowed time to reach the office. Men or Foremen shall report their full time by 8:00 A.M. of the day following the close of the pay week. Check stubs will show a break-down of hours and rates and deductions. In the event that wages are not paid by 4:30 P.M., the employees shall be paid waiting time at the regular time rate of pay, but not more than eight (8) hours in any twenty-four (24) hour period. This shall not apply to circumstances beyond the Employers control.

Section 3.05 - Layoff - Any man being laid off shall have at least one (1) hours notice and be paid in full. In the event the employee is not paid off, waiting time at the regular rate shall be charged until payment is made, but no more than eight (8) hours in any twenty-four (24) period. The Employer must lay off, pay off and terminate any employee for whom he has no work the following day, except for inclement weather, or as provided in Section 3.06. For reasons beyond the control of the Employer, he may, upon notification to the Local, keep a man on the payroll without pay for four (4) working days in any four (4) weeks. It is understood the man may have the option of being laid off or staying on the payroll. When a man is laid off while on vacation, the effective termination date will be the last day of his vacation.

Section 3.06 - Reporting for Work - Any man reporting for work shall receive at least two (2) hours pay except for weather conditions. In inclement weather when men report for work at 8:00 A.M., they shall receive one (1) hours pay at the prevailing rate of pay either by staying on the job until 9:00 A.M., or being sent

home by the Foreman. The Foreman shall get approval on said day from his office before releasing the men.

Section 3.07 - Shift Clause - When so elected by the Contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours work.

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

The lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1 1/2X) 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 3.08 - Foreman Requirements - Supervision -

- (a) On any job employing three (3) or more Journeymen for a period of eight (8) or more hours, there shall be a Foreman. Such Foreman to be designated by the Employer. On jobs having ten (10) or more Journeymen and only one (1) Foreman, such Foreman shall be a General Foreman.
- (b) On jobs having two (2) or more Foremen, one (1) shall be a General Foreman. Crew Foremen shall be established on a ratio of one (1) Foreman for every twelve (12) Journeymen.
- (c) On jobs requiring two (2) or more General Foremen, one (1) of those shall be designated as Project General Foreman. A General Foreman shall not have supervision over more than five (5) Foremen, and a General Foreman shall not have direct supervision over workmen when he has two (2) or more Foremen working for him. The Project General Foreman shall not have direct supervision over Foremen after nine (9) Foremen have been established.

- (d) No Foreman on one (1) job shall at the same time perform work on another job.
- (e) In addition to his Foreman duties a Foreman may perform electrical work or handle material as time permits.
- (f) Upon reduction of manpower, on any job requiring a Project General Foreman, a General Foreman or Foreman for more than five (5) consecutive days, one (1) man shall be paid the Foreman rate to the completion of the job. It is understood this is not meant to penalize the contractor for short emergency jobs beyond the duration of the emergency.

Section 3.09 - Foreman Call out by Name - The Employer shall have the right to call Foreman by name provided:

- (a) The employee has not quit his previous Employer within the past two (2) weeks.
- (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 a employee is called as a Foreman, he must remain as a Foreman for one thousand (1,000) hours or must receive a reduction in force.

Section 3.10 - Work Corrections - A Journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during the regular working hours, unless errors were made by order of the Employer or the Employer's representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of the provision.

Section 3.11 - Travel Time -

- (a) The Employer shall pay for traveling time and furnish transportation or transportation expense from shop to job, job to job and job to shop within the jurisdiction of the Union. On work outside the jurisdiction of the Union, the Employer shall furnish transportation, board and all other necessary expenses.
- (b) 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.
- (c) When an employee is requested and agrees to furnish his own transportation, he shall be reimbursed at the of twenty cents (\$0.20) per mile. Travel expense shall be computed on the shortest reasonable route of travel.
- (d) When an employee is to be moved to another job the following

day, he shall be given adequate time to gather his tools and personal possessions.

Section 3.12 - Vehicles -

- (a) Employee Vehicles - No workman working under this Agreement shall use any automobile or motorcycle or other vehicle in a manner considered to be unfair to other workmen.
- (b) Vehicle Identification - All Employer vehicles will be identified with at least the Employer logo or name in letters readily identifiable at a reasonable distance.

Section 3.13 - Tools -

- (a) Wiremen will furnish and carry the following tools which shall be subject to check by the Employer or Employer's representative on the job:

1 pr.-8" side cutting pliers	1 - center punch	1 - 1/2" chisel
1 pr.-long nose pliers	1 - torpedo level	1 - 1/2" wood chisel
1 pr.-stakon pliers	1 - flashlight	1 - reference rule scale
2 pr.-channel lock pliers	1 - midget socket set	1 - 6' rule
1 pr.- 10" tin snips	1 - knife	1 - plumb bob
1 - stub screwdriver	1 - lock	1 - combination square
1 - Phillips screwdriver	1 - hacksaw frame	1 - wire stripper
1 - 6" screwdriver	1 - 6" crescent wrench	1 - fuse puller
1 - 10" screwdriver	1 - 10" crescent wrench	1 - tool box
1 - rattail file	1 - keyhole saw	1 - 50' steel tape
1 - 10" mill file	1 - 10" pipe wrench or	1 - claw hammer

Allen wrenches: 5/8" & under 12" chain wrench

Volt-Ohm-Ampmeter Fluke 322 or equivalent

Apprentice wireman will not be required to furnish Volt-Ohm-Ampmeter until they enter their third year of training.

- (b) Tool Replacement - The Employer shall replace tools or reimburse the employee for the loss of tools through burglary or theft committed outside the established working hours, to the extent of four hundred fifty dollars (\$450.00), provided the burglary or theft by outside parties is definitely established by local law enforcement authorities or otherwise. In the event an employee is requested and agrees to furnish his own transportation, during working hours, tool insurance shall be provided as outlined above.
- (c) All Employer vehicles shall have a lockable facility suitable to store employee and employer tools and equipment. The Employer shall replace tools or reimburse the employee for tools lost, up to \$450.00, through burglary or theft committed during working hours, provided there is evidence of forced entry and a local law report to confirm forced entry.
- (d) The Employer will pay for or reimburse any employee who is required to have a C.D.L. as a condition of employment. This reimbursement shall cover the cost of the physical exam and drug test only.

Section 3.14 - Order of Layout Work - On jobs having a Foreman, workmen are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

Section 3.15 - Conduit Fabrication - Cutting - Threading - When pipe cutting and threading machines are used they shall be operated by a workman covered under this Agreement.

Section 3.16 - High Work - Hazard Work -

- (a) Radio-TV Towers: When Journeymen are called on trouble or periodic changes of lights on radio towers or T.V. towers during the regular work week 8:00 A.M. to 4:30 P.M., Monday thru Friday they shall receive a \$1.75 per hour over the above regular Journeyman rate of pay. The remaining portion of the regular eight (8) hour period shall be paid at the regular Journeyman rate. The Journeyman shall be provided no less than eight (8) hour day when called on this type of work. There shall be two (2) Journeymen on all such calls, both of whom shall be physically able to perform the work.
- (b) High time for work performed forty (40') feet and above on smoke stacks or other structures of the same type shall be paid at seventy-five cents (\$0.75) per hour above the regular Journeyman rate of pay. When Journeymen are called for other than the regular work week they shall receive double time (2x) of this amount; and at no time less than three (3) hours at double time (2x) for a call.
- (c) High time for work performed forty feet (40') and above not scaffolded over on bridges, towers or other structures shall be fifty cents (\$0.50) per hour above the regular Journeyman rate of pay.

Section 3.17 - Facilities - A suitable place to eat and change clothes shall be provided by the Employer. It shall be heated in the winter and large enough to accommodate employees and their tools.

Section 3.18 - Time Cards - Prints and Specifications

- (a) Time Cards: Journeyman and/or apprentices shall make out time cards, showing the hours worked on each job daily and sufficient description of work done for job analysis and/or for billing purposes as requested.
- (b) Prints and Specifications: The Employer shall furnish complete structural prints and specifications as well as all electrical prints, if available.

Section 3.19 - Attire - In an effort to improve the public's perception of the Electrical Contracting Industry and enhance employment opportunities for contractors and their employees, the parties hereby advocate the following standards of behavior and

attire:

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

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

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

Section 3.20 - Fitness for Duty - The parties to the agreement have agreed to implement a Fitness for Duty Plan by August 29, 2001.

Section 3.21 - Skill Improvement Classes - The parties to this agreement recognize the importance of continued education in the electrical industry and are jointly committed to provide quality training programs. The members of Local #309, IBEW working under this agreement have an inherent responsibility to continue their education and utilize the classes provided by the local JATC. A minimum of twelve (12) hours of training per contract term is recommended for all members.

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 interest of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

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

Section 4.04 - Union Membership Discrimination - The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, 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 4.05 - Group Register - The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN

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 (4) 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 (2) 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 (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties to this Agreement.

GROUP IV All applicants for employment who have worked at the trade for more than one (1) year.

Section 4.06 - Temporary Employees - 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 Employee Notification - The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08 - Labor Market - Is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured. All territory inside the following boundary: Beginning at the Northwest corner of Roundtree Township, Montgomery County, Illinois, thence West to the Northwest corner of Western Mound Township, thence South to the Southwest corner of Shipman Township, thence East to the Southeast corner of Shipman Township, thence South to the Southeast corner of Brighton Township, thence job to a point one (1) mile East of the West Boundary of Moro Township, thence South and parallel to West boundaries of Moro, Fort Russell and Edwardsville Townships to Old U.S. Route 66, then West along said Route 66 to the Mississippi River, then following the center of the Mississippi River South to the South border of Renault Township in Monroe County, thence along the South Border of Renault, Red Bud, Lensburg and Marissa Townships to the Southeast corner of Marissa Township, thence North to the Southwest corner of Venedy Township, thence East to the Southwest corner of Okawville Township, thence North to the Southwest corner of Germantown Township, thence East to the Southwest corner of Sante Fe Township, thence North to the Northwest corner of Sante Fe Township, thence East to the Southeast corner of Carlyle Township, thence North to the Northeast corner of Carlyle Township, thence West to the Southeast corner of Wheatfield Township, thence North along the East boundaries of Wheatfield, Mills, Central and LaGrange Townships, thence West along the Northern boundary of LaGrange, to the Southwest corner to East Fork, thence North along the Western boundaries of East Fork (but this to include Ball Bros. Glass Plant located in Schram City), Irving and Roundtree Townships to the original starting point of this territorial boundary.

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 4.09 - Resident - Means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 4.10 - Examinations - An "Examination" shall include experience rating tests if such examination shall have been given

prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years experience in the trade.

Section 4.11 - Out of Work List - The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 4.12 - Re-registration - an applicant who has registered on the "Out of Work List" must renew his application every thirty (30) days or his name will be removed from the "List".

Section 4.13 - Re-registration (40 Hours or Less) - 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 4.14 - Referral Procedure - Employees 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 with his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

Section 4.15 - Exceptions- The only exceptions which shall be allowed in this order of referral are as follows:

- (a) Special Skills - 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) Age Ratio - 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 4.16 - Appeals Committee - An appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public member appointed by both these members.

Section 4.17 - Function of Appeals Committee - It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.18 - Inspection of Referral Records - A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.19 - 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 offices of the 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 then those in Group I.

(b). Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 4.15(a) is required.

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

ARTICLE V

APPRENTICESHIP & TRAINING

Section 5.01 - Joint Apprenticeship & Training Committee - There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of 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 guidelines 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 other (unindentured, intermediate journeymen, etc.).

Section 5.02 - Term of Office - All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a three (3) or four (4) 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 meeting.

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

Section 5.03 - Resolution & Deadlocked Issues - Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolutions 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 - Trust Fund & Subcommittees - There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

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

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

Section 5.07 - Indenture & Removal from Program- All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture cancelled 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 - Ratio - 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 - Requesting Apprentices - 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 - Use of Unindentured - To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers 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 - Benefit Plans - The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.12 - Job Site Ratio - Each job site shall be allowed a ration 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
7 to 9	6
97 to 99	66
etc.	etc.

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

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

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

Section 5.13 - Apprentice Supervision - An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeyman 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 task in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

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

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

Section 5.15 - Trust Fund Agreement - The parties to this Agreement shall be bound by the Local Joint Apprenticeship 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 - 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: 1 1/2 percent of the gross monthly labor payroll. 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. One and one quarter percent (1 1/4%) shall be deducted from the wireman total package and one quarter of one percent (1/4%) shall be added by the Chapter to achieve the total of one and one half percent (1 1/2%).

ARTICLE VI

FRINGE BENEFITS AND OTHER CONTRIBUTIONS

Section 6.01 - National Electrical Benefit Fund - It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical 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 this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to 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 his Labor Agreement.

Section 6.02 - Health & Welfare Trust Fund -

(a) Health & Welfare Funding - It is agreed that to finance certain welfare benefits provided under the Declaration of Trust of the "Local 309 Electrical Health and Welfare Fund" dated October 29, 1952, as amended and adopted herewith, the Employer will forward to the Joint Board of Trustees of the Fund, or its designated agent, the percentage of each employees monthly gross wage as specified in Article III, Section 3.03 and forwarded with the monthly report as provided in Section 6.08(a).

(b) Health & Welfare Trust - The Trustees may adopt such rules and regulations as they deem necessary for the proper administration of the Fund, and may amend such rules and regulations from time to time; provided, however, the

Trustees shall not modify the employee benefits from the Fund except as authorized in writing by the parties to this Agreement.

Section 6.03 - Local Pension Trust Fund -

- (a) Local Pension Funding - It is agreed that to finance certain pension benefits to be provided under a Local 309 Pension Trust Agreement, originally dated July 16, 1966, and as subsequently amended and re-stated, the Employer will forward payments to the Joint Board of Trustees or its designated agent the percentage of each employees monthly gross wage as specified in Article III, Section 3.03 and forwarded with the monthly report as provided in Section 6.08(a). Pension contributions will not be required on first year probationary apprentice wireman.
- (b) Local Pension Trust - The Trustees may adopt such rules and regulations as they deem necessary for the proper administration of the Fund and may amend such rules and regulations from time to time. In accordance with the Trust Agreement, the Pension Plan and the Trust Agreement may be amended by the Trustees in writing from time to time if such amendment is mandated by law or if such amendment is minor in nature provided that such amendment does not directly or indirectly substantially affect benefits or eligibility, increase the rate of employer contributions, or increase employer liability. In accordance with the Trust Agreement, all other amendments are to be agreed to in writing by the parties to this Labor Agreement.

Section 6.04 - Industry Fund - Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

Payment shall be forwarded monthly to the National Electrical Industry Fund 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.

Section 6.05 - Voluntary Savings Plan - The Employer agrees to deduct and forward to the Electrical Workers Credit Union the amount specified by the Employee upon receipt of a voluntary written authorization which shall specify the amount of weekly deductions, in even dollars, and once established shall continue without amendment for one (1) year unless terminated. The Employer shall forward the deductions either weekly or monthly at the Employer's discretion along with the appropriate reporting form.

Section 6.06 - Vacation Deduction -

- (a) Vacation Funding - It is agreed that to finance certain vacation benefits provided under the Vacation Trust Agreement dated January 1, 1960, as amended and adopted herewith, the Employer will forward payments to the Joint Board of Trustees of the Fund or their designated agent the percentage of each employees gross hourly wage as specified in Article III, Section 3.03 deducted weekly and forwarded with the monthly report as provided in Section 6.08(a).
- (b) Vacation Trust - The Trustees may adopt such rules and regulations as they deem necessary for the proper administration of the Vacation Plan and of the Trustees' functions and duties, and amend such rules and regulations from time to time. Provided, however, that the Trustees shall not modify the Vacation Plan except as authorized by changes in the Collective Bargaining Agreement.

Section 6.07 - Administrative Maintenance Fund -

- (a) Effective September 1, 2004, all employers covered by this Agreement shall contribute fifteen cents (\$0.15) per hour worked under this Agreement, up to a maximum of 150,000 hours per year, to the Administrative Maintenance Fund. Monies are for the purpose of administration of the Collective Bargaining Agreement. Payment shall be forwarded monthly, using the same report form as that specified for the NEBF, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Contributions shall be remitted to: Illinois Chapter, NECA, 3701 S. 6th St. Road, Springfield, IL 62703.
- (b) The Administrative Maintenance Fund shall be the sole responsibility of the Southwestern Division, Illinois Chapter, NECA including, but not limited to, collection of said monies and any actions with respect to delinquencies that may be required. These contributions are not wages and will not be covered by the surety bond under Article II, Section 2.07 of the Agreement. The Administrative Fund shall not be used for any purpose detrimental to Local #309, IBEW or the IBEW. In the administration and collection of the Fund, the Chapter agrees and hereby does hold harmless and

indemnify IBEW Local Union #309 from any and all claims, of any nature whatsoever, arising out of the provisions of this Article.

Section 6.08 - Reporting -

- (a) Fringe Benefit Reporting - The Employer agrees that he will make out a monthly report form giving the full name, social security number, hourly wage rate, straight time hours worked, gross straight time earnings, overtime hours worked, total earnings for each employee listed alphabetically who worked for him during the month, and contributions due to each of the Trust Funds referred to in this Section. The report with full payment by a single check for all trusts, working assessments, credit union deductions, PAC contributions, and/or any similar payments due the Local Union shall be prepared to cover the last pay week ending in the month and full payment shall be transmitted to reach the Local 309 IBEW lock box at IBEW Local 309, P.O. Box 952302, St. Louis, MO 63195-2302, not later than the 15th day of the following month.
- (b) Trusts - The Employer and Union by virtue of this Agreement shall be deemed a party to and bound by the Trust Agreements of the Trust Funds listed in the above paragraph and any amendments to these Trust Agreements, past or future. More specifically these Trust Agreements are: Local 309 Vacation Trust Agreement of January 1, 1960; Local 309 Wireman's Pension Trust Agreement of July 16, 1966; Declaration of Trust, Health and Welfare Plan of October 29, 1952; Southwestern Illinois Electrical Joint Apprenticeship and Training Trust Fund Agreement of July 16, 1965; and Local 309, IBEW Income Security Fund Trust Agreement of July 1, 2001. The Employer and Union further agree to be bound by rules and regulations adopted by the Trustees of any of these Funds in accordance with their authority under their respective Trust Agreements. However, the Trustees shall promptly advise the parties of any changes adopted by the Trustees.
- (c) Place of Payment - Employer contributions shall be made to each of the Trust Funds at such place as the Trustees of each Fund direct.
- (d) 72 Hour Notice - Individual Employers who fail to remit all payments provided for under Articles III, V, VI, and VIII in this Agreement not later than the 15th day of the following month, 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 prove they have been paid.
- (e) Fringe Benefit Reporting - The parties have adopted an electronic reporting and a one-check and drop box concept for the various trusts and other union contributions. Current

NECA/Chapter funds will remain in the Chapter Office (Industry Fund, AMF, NLMCC, NEBF). Electronic reporting to be optional.

Section 6.09 - Income Security Fund (SUB) -

- (a) Income Security Plan Funding. 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 the percentage of each employee's monthly gross wage specified in Article III, Section 3.03 and forwarded with the monthly report as provided in Section 6.08(a).
- (b) Income Security Trust. Amendments to the Trust Agreement, and to the Benefit Program may be made by the Trustees or by the parties to this Agreement.

Section 6.10 - 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 #309 Political Action Committee. These transmittals shall occur monthly and shall be submitted on or before the fifteenth (15th) 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.

ARTICLE VII

SAFETY

Section 7.01 - Safe and Workmanlike - All electrical work shall be installed in a safe and workmanlike manner and in accordance with applicable code and contract specifications. Where no code is applicable the National Electrical Code is to be the minimum standard on any job.

Section 7.02 - Work on Energized Circuits - On all energized circuits of 480 volts or over, as a safety measure, two (2) or more Journeyman must work together. They shall be required to wear fireproof equipment consisting of gloves, full coveralls or equivalent, and hood with flash shield. Nomex or equivalent shall be the standard for this equipment.

Section 7.03 - Conduit 2" or Larger - Conduit installation work shall be planned to provide for the greatest efficiency and productivity possible while insuring maximum safety for the workmen. Actual job conditions will dictate the equipment and

manpower required. Where galvanized H.W. conduit two inch (2") or larger is installed under hazardous conditions or on runs longer than fifty-feet (50'), there shall be two men to insure maximum safety and efficiency.

Section 7.04 - Personal Safety Items - All employees covered under the terms of this agreement shall furnish and wear approved safety shoes at all times in the course of their work-related duties.

Section 7.05 - Miscellaneous Safety -

- (a) It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.
- (b) Gloves, blankets and all other rubber protective material shall be tested and dated each one hundred eighty (180) days and kept in proper containers.
- (c) All portable electric tools shall be of the 3-wire type for positive grounding of said tools, unless double insulated type. This shall include extensions used with said tools.
- (d) All protective clothing needed in acid areas or similar conditions shall be furnished by the Employer. All welding gear such as gloves and jackets are to be furnished by the Employer.
- (e) On any work required to be performed on overhead crane rails or within the normal traversing path of an operable overhead crane, not under the complete control of the electrician, no less than two (2) men shall be assigned to this work for obvious reason of maximum safety. Every possible safety precaution shall be observed including rail stoppers and/or track torpedoes of at all possible. The ground area shall not be construed to be in the traversing path.
- (f) No employee shall be required to work from a defective ladder. No employee shall be required or permitted to work from a metal ladder on or near an energized circuit.
- (g) No employee shall be required to work from a straight ladder on any job unless said, ladder is provided with ladder shoes.
- (h) All vehicles must be maintained in safe operating condition.
- (i) Vehicles utilized for traffic signal work shall be equipped with rotation beacons.

ARTICLE VIII

NATIONAL LABOR-MANAGEMENT COOPERATIVE COMMITTEE

Section 8.01 - Purpose - The parties agree to participate in the

NECA-IBEW National Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 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.

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

Section 8.03 - Contribution - Each employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum

of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund. (Note: Contributions are to be mailed to the Chapter at 3701 S.6TH St. Road, Springfield, IL 62703)

Section 8.04 - Delinquent Contributions - If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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 amount together with attorneys' fees.

ARTICLE IX

SEPARABILITY CLAUSE - PRIOR AGREEMENTS

Section 9.01 - Separability Clause - Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

Section 9.02 - Prior Agreements - This Agreement shall constitute the only Agreement between the parties with all previous amendments thereto, and all written Agreements entered into prior thereto, which are contrary to any provision hereof are hereby declared null and void.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of September, 2004.

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

SIGNED FOR THE LOCAL 309
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

DIVISION CHAIRMAN

BUSINESS MANAGER

EXECUTIVE VICE PRESIDENT

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

**MEMORANDUM OF UNDERSTANDING
INSIDE LABOR AGREEMENT**

Drug Abuse Prevention, Detection and Awareness Program

The Southwestern Illinois Division, Illinois Chapter, National Electrical Contractors Association (referred to as "Division") and Local Union #309, International Brotherhood of Electrical Workers (referred to as "Union") agree to use the attached "Drug Abuse Prevention, Detection and Awareness Program" as a guideline to address the requirements of the customers served by the Employers signatory to the Inside Labor Agreement.

Certain modifications may be made to the program to meet specific customer requirements, if mutually agreeable to both the Division and the Union.

The costs associated with drug testing will be the responsibility of the Employer and all tests will be conducted during normal working hours while employees are on the payroll of the Employer.

SIGNED FOR THE SOUTHWESTERN
ILLINOIS DIVISION,
ILLINOIS CHAPTER, NECA

SIGNED FOR LOCAL UNION #309,
I.B.E.W.

William Belforte
Executive Vice President

James R. Berger
Business Manager

Date

Date

**DRUG ABUSE PREVENTION, DETECTION & AWARENESS
PROGRAM FOR MEMBERS OF LOCAL UNION 309
& SW ILLINOIS DIVISION, ILLINOIS CHAPTER, NECA**

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

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

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

2. An employer or owner may declare a job site to be a drug testing site for all employees working on that site. If declared a drug testing site, all Employees referred by Local 309 must be tested before beginning work.

3. All employees will undergo tests for the following controlled substances:

- A. Amphetamines
- B. Barbiturates
- C. Benzodiazepines
- D. Cocaine
- E. Opiates
- F. THC (Marijuana/Canabinoids)
- G. Methadone
- H. PCP

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

4. An Employer may require a fitness for duty determination for the following reasons: Accidents - Employee involvement in accidents causing property damage of \$4,400 or more or serious personal injury shall be grounds for requesting testing for alcohol or controlled substances to determine fitness for duty.

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

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

- | <u>General</u> | <u>Specific</u> |
|---|---------------------------------------|
| 1. An accident | 1. Dilated or constricted pupils |
| 2. Erratic behavior | 2. Glassy or reddened eyes |
| 3. Sudden mood swings | 3. Flushed face |
| 4. Excessive risk taking | 4. Slurred speech |
| 5. Poor cooperation | 5. Alcohol or marijuana on the breath |
| 6. Customer complaints | 6. Staggering or unsteady gait |
| 7. Frequent tardiness | 7. Stumbling or falling |
| 8. Excessive absence, Monday/
Friday, payday | 8. Abusive speech |

9. Frequent mistakes
10. Lack of energy or strength
11. Declining performance
12. Poor quality or quantity
of work
13. Unexplained absences

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

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

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

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

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

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

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

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

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

After the Test - Meeting with the Employee - When test results are positive, a meeting with the employee and a Medical Review Officer (MRO) should be scheduled to tell the employee the test results, making sure that the results of the testing are held in the strictest confidence. Only after a meeting between the employee and a medical professional will the Employer be notified of a positive test.

Driver Periodic Testing (Biennial) - Employee-Drivers will be required to submit to testing for the detection of prohibited substances at least once following the adoption of this Policy during the first medical examination of the Employee-Driver. Periodic testing will be discontinued after the first calendar year when the Employer has implemented its random testing program and has achieved a testing rate of 50% of the Employee-Drivers subject to testing as required under federal regulations.

5. All tests shall be conducted using only urine specimens in accordance with current State and Federal Department of Transportation, Initial and Confirmatory Test levels (NG/MI). Sufficient amounts (a minimum of 60cc) of the sample shall be taken to allow for an initial test and confirmatory tests. All specimens shall be collected and handled according to strict chain-of-custody procedures as established by N.I.D.A. The sample collection will not be observed directly. The testing procedure is designed to respect employee's rights to privacy.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Except as set forth herein, the establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction, or a public agency having jurisdiction over the parties, the remaining portion of the policy shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

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

**MEMORANDUM OF UNDERSTANDING
CONCERNING WIREMEN PE'S**

1. The parties to this labor agreement recognize a need for an alternate job classification and placement procedure to expand opportunities for work in the residential construction field and therefore have agreed to this Memorandum of Understanding to be incorporated into the current Labor Agreement.
2. This Memorandum of Understanding applies to:
 - a. Workers already employed by a contractor at the time that the contractor signs or otherwise agrees to be bound by this Labor Agreement and who continues to work for such new contractor; and/or
 - b. Workers who are not currently enrolled in the JATC program, have not passed the journeyman's examination, who have worked at the trade previously, but have not been fully trained in the trade, and who do not qualify for inclusion in Groups I or II defined in Article IV.

Workers covered by paragraph 2a or 2b shall be referred to as Wireman PE's. See attached flow charts for P/E rates.

3. In order to provide for work force stability for new contractors under this Agreement, PE's covered by paragraph 2a above may continue to work for the contractor without referral according to the terms of Article IV.
4. The Union will maintain a referral list for PE's covered by paragraph 2b above who notify the Union that they wish to be referred for work at the wages provided for in this Memorandum of Understanding. The Union will refer from this list according to the workers' experience and training with the individuals with the most experience and training on the list to be referred first.
5. For residential work, contractors may pay PE's a wage rate lower than the rate required by Article III, but subject to the following conditions:

- A. The wage rate shall be (1) no lower than the rate for a beginning apprentice under the Labor Agreement; and (2) shall be placed at an appropriate rate between an apprentice and a journeyman's rate through discussions between the Union and the employing contractor based upon the Wireman PE's experience and training. Disputes over the appropriate wage rate to be paid to a PE may be submitted to the Joint Labor Management Committee. The Union will maintain a list of the current wages being paid to PE's.
 - B. When assigned to perform non-residential work, the contractor shall pay such a PE the journeyman's rate provided for in Article III of the Agreement;
 - c. Until he/she is reclassified to apprentice or journeyman status, an individual referred to a contractor from the PE list shall not be assigned non-residential work when journeymen are on the books.
 - D. If a PE successfully passes the journeyman's examination, he shall no longer be classified as a PE and his wages shall be governed by Article III, rather than this Memorandum of Understanding
 - E. PE's may enroll in the classes given by the JATC so as to obtain training in the electrical trade, and to prepare for the journeyman's status
6. The employment of PE's shall be governed by the terms and conditions of Labor Agreement except as otherwise specifically provided for in this Memorandum of Understanding.

Signed for Chapter

Signed for Union

Date

Date

INSIDE WIREMAN WAGE RATES FORM - LOCAL #309
EFFECTIVE SEPTEMBER 1, 2004 THRU AUGUST 30, 2005

JAMES R. BERGER
BUSINESS MANAGER
LOCAL UNION #309, IBEW
2000A MALL STREET
COLLINSVILLE, ILLINOIS 62234

TELEPHONE: (618) 345-5112
FAX: (618) 345-3810
ASSISTANTS/ORGANIZERS
ART MINOR
KEN COONLEY
SCOTT HASSALL
RANDY EASTWOOD

CLASSIFICATION	AMOUNT PER JW	BASE WAGE	H & W	PENSION	NEBF	INCOME SECURITY	*J.A.T.C.	TOTAL EMPLOYEE PACKAGE	NLMCC	AMF	**EMPLOYER SERVICE CHARGE	TOTAL EMPLOYER PACKAGE
			15.50%	16.00%	3.00%	3.50%	1.50%		\$0.01	\$0.15	0.50%	
Journeyman Wireman	100%	\$30.57	\$4.74	\$4.89	\$0.91	\$1.07	\$0.46	\$42.64	\$0.01	\$0.15	\$0.15	\$42.95
Foreman	106%	\$32.40	\$5.02	\$5.18	\$0.97	\$1.13	\$0.49	\$45.20	\$0.01	\$0.15	\$0.16	\$45.52
General Foreman	110%	\$33.63	\$5.21	\$5.38	\$1.01	\$1.18	\$0.51	\$46.91	\$0.01	\$0.15	\$0.17	\$47.24
Project General Foreman	115%	\$35.16	\$5.45	\$5.62	\$1.05	\$1.23	\$0.53	\$49.04	\$0.01	\$0.15	\$0.18	\$49.38
APPRENTICES:												
1st Period - 800 Hours	50%	\$15.29	\$2.37	\$0.00	\$0.46	\$0.53	\$0.23	\$18.88	\$0.01	\$0.15	\$0.08	\$19.12
2nd Period - 800 Hours and Satisfactory Progress	50%	\$15.29	\$2.37	\$0.00	\$0.46	\$0.53	\$0.23	\$18.88	\$0.01	\$0.15	\$0.08	\$19.12
3rd Period - Min. 1600 Hours and Completion of 1st Year Classroom	55%	\$16.81	\$2.61	\$2.69	\$0.50	\$0.59	\$0.26	\$23.47	\$0.01	\$0.15	\$0.08	\$23.71
4th Period - Min. 1600 Hours and Completion of 2nd Year Classroom	60%	\$18.34	\$2.84	\$2.93	\$0.55	\$0.65	\$0.28	\$25.59	\$0.01	\$0.15	\$0.09	\$25.84
5th Period - Min. 1600 Hours and Completion of 3rd Year Classroom	80%	\$24.46	\$3.79	\$3.91	\$0.73	\$0.86	\$0.37	\$34.11	\$0.01	\$0.15	\$0.12	\$34.39
6th Period - Min. 1600 Hours and Completion of 4th Year Classroom	90%	\$27.51	\$4.26	\$4.40	\$0.83	\$0.96	\$0.41	\$38.38	\$0.01	\$0.15	\$0.14	\$38.68

All pay increases effective for apprentice wireman last Wednesday in June.

*See Section 5.16

**For NECA Contractors Only

DUES 3.5% DEDUCTION, VACATION 7% DEDUCTION

