



IBEW

INSIDE CONSTRUCTION AGREEMENT

**BY AND BETWEEN
THE CENTRAL ILLINOIS CHAPTER (NECA)
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL #34**

**For the Period
August 8, 2003 through February 28, 2006**

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INSIDE AGREEMENT

Agreement made this 8TH day of August 2003, by and between CENTRAL ILLINOIS (Peoria) CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC. on behalf of its members who employ workmen under the terms and conditions contained herein, and have signed a Letter of Assent to be bound by this Agreement for its duration as set forth below, and LOCAL UNION NO. 34, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. It shall also apply to other individual employers who employ workmen under the terms of this Agreement by virtue of signing a similar Letter of Assent, authorizing the Central Illinois (Peoria) Chapter, National Electrical Contractors Association Inc., as their collective bargaining agent for all matters contained herein or affecting this Agreement, including all amendments or revisions adopted pursuant thereto. The term "Employer" as used hereinafter shall mean the Central Illinois (Peoria) Chapter, National Electrical Contractors Association, Inc. The term "Union" as used hereinafter shall mean Local Union No. 34, I.B.E.W.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the electrical industry; therefore a productive working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in the industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace, and by adjusting any differences by rational and common sense methods. In the interest of continued industry growth and the high esteem of the quality of work performed by I.B.E.W. Workers under the jurisdiction of Employers. Both parties will give high priority to production to enable both parties to remain competitive with continued competition in the construction industry from the nationwide growth of contracting firms employing workmen outside of the recognized

Construction Crafts Union. Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

ARTICLE I

EFFECTIVE DATE – TERMINATION AMENDMENTS – DISPUTES

SECTION 1.01 EFFECTIVE DATE

This Agreement shall take effect August 8th, 2003, and shall remain in effect until the last day of February 2006, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from March 1, through the last day of February of the following year unless changed or terminated in the way later provided herein.

SECTION 1.02 CHANGE OR TERMINATION

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

shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

- e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.
- f) Notice by either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

SECTION 1.03

MUTUAL CONSENT TO CHANGE – APPROVAL

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 IBEW for approval, the same as this Agreement.

SECTION 1.04 NO STRIKE – NO LOCKOUT

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

SECTION 1.05 LABOR-MANAGEMENT COMMITTEE

- a) There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.
- b) 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 are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

- c) All matters coming before the Labor-Management Committee shall be decided by majority vote. Four members of the Committee, two 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.
- d) 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.
- e) 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 DEFINITION OF EMPLOYER

Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintains a permanent place of business and suitable financial status to meet payroll requirements.

SECTION 2.02 EMPLOYER RIGHT TO MANAGE

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no

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

SECTION 2.03 PAYROLL AND FRINGE BOND

- a) All Employers employing six (6) or less employees shall be required to furnish a payroll and fringe benefit bond in the amount of Twenty-five Thousand (\$25,000.00) dollars to meet the payroll, fringe benefits requirements and payroll deductions.
- b) All Employers employing more than six (6) employees shall be required to furnish a payroll bond in the amount of Fifty Thousand (\$50,000.00) dollars to meet the payroll, fringe benefits requirements and payroll deductions.
- c) A copy of Payroll and Fringe benefit bond shall be filed on a bond form provided by the Local Union Office. One copy shall be filed with the Local Union at 400 NE Jefferson Street, Peoria IL. 61603 and one copy with the Receiving Trust Fund located at 707 NE Jefferson Street, Peoria, IL, 61603.

SECTION 2.04 INSURANCE

For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation insurance with a company authorized to do business in the State of Illinois, with a "AA" rating or better, regardless of the number of employees. Workmen's Compensation policies to be kept up to date each year by the Employer, so as there will be no lapse in policies by oversight or the changing

of insurance companies. Two (2) copies required. The Employer shall also make such Social Security payments and carry such protective insurance as may be required by Federal and State laws, and shall, whether or not required by law, make contributions to the Illinois Unemployment Division, and shall furnish to the Union and keep currently on hand, proof of compliance with the provisions of this Section. Such shall include certificates of insurance and the individual Employer's account number with the Unemployment Compensation Division.

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 "FAVORED NATIONS"

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 2.07 SUBLETTING AND ASSIGNING

- a) Local Union #34 is 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 I.B.E.W., other than violations of Section (b) of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after finding has been made by the International President of the Union that such a violation or annulment has occurred.
- b) The subletting, assigning or transfer by an individual employer of any work in connection with electrical work to any person, firm or corporation not recognizing the I.B.E.W. or one of its local unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting, or repair of a building, structure or other work, will be deemed a material breach of this Agreement.
- c) All charges of violations of Section (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 2.08 UNION SECURITY

It is the intent of the parties to this Agreement that the Union shall have the maximum Union Security possible under the law. In the event that any change in the applicable laws, or the interpretation by the National Labor Relations Board or a court of competent authority takes place during the life of this Agreement such favorable change shall be incorporated by reference in this Agreement until such time as the Union and the Employer agrees to meet within

one week after one party has notified the other and adjust the Union Security provisions of this Agreement so that the Union will continue to have the maximum security permissible under the law.

SECTION 2.09 MAINTENANCE OF MEMBERSHIP

- a) All employees in the bargaining unit who are members of the Local Union in good standing, which means that the employee has satisfied the uniform financial obligations of the Union, on the effective date of this Agreement must, as a condition of employment, maintain their membership in good standing for the life of this Agreement.
- b) **NEW MEMBERS (UNION SHOP)** Any employee who is not a member of the union and any employee who is hired on or after the effective date of this Agreement must make application to join the Union on or after the thirtieth (30th) day but not later than the fortieth (40th) day following the effective date of this Agreement or following his date of employment, whichever is the later and must maintain his membership in good standing for the life of this Agreement.

SECTION 2.10 TRANSFER OF WORKMEN

No transfer of workmen from one employer to another shall be made unless arrangements are first made with the proper representatives of the Union to do so, and then only when applicants possessing the required skill are not available through the referral procedure.

SECTION 2.11

NO MOONLIGHTING – NO WORKING CONTRACTOR

Members of the Union, except those meeting the requirements of "Employer" as defined herein, shall not perform any electrical work unless employed by a Contractor signatory to this Agreement. This refers only to work of a nature performed by the Employer and shall not be interpreted to conflict with the provisions of Section 2.01 of this Article. No individual connected with any Employer as owner,

partner, director or manager shall perform any manual electrical work other than temporary repairs or adjustments where an emergency exists involving a hazard to life or property.

SECTION 2.12 UNION RIGHTS TO DISCIPLINE

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

SECTION 2.13 HONORING OF PICKET LINES, ETC.

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

SECTION 2.14

IDENTIFICATION OF COMPANY VEHICLES

All company vehicles shall have the company name permanently lettered in paint or decal. All company vehicles shall have removed, all lettering or decals from vehicles, when sold or otherwise removed from service. All vehicles should be marked in accordance with the State of Illinois Vehicle Code. (There shall be no magnetic signs allowed.)

SECTION 2.15 GRIEVANCE TIME LIMIT

All grievances shall be filed within thirty (30) days of the aggrieved occurrence. Failure to file the grievance within the stated time shall render it without merit.

ARTICLE III
HOURS – WAGE PAYMENTS
APPRENTICE SCALE

SECTION 3.01

WORKDAY – WORKWEEK – LUNCH PERIOD

- a) Eight hours work between the hours of 6:00 A.M. and 4:30 P.M. with not more than thirty minutes for lunch period, shall constitute a workday. Forty hours within five days - Monday through Friday, inclusive - shall constitute the workweek. If an employee works through the lunch period, he shall be paid at the overtime rate if sanctioned by the Employer or Employer representative.
- b) By mutual agreement a supplemental work period may be established in cases, other than new construction, where the needs of the customer cannot be satisfied by standard work period language. A supplemental work period must be at least three (3) day in duration. Workmen on a supplemental work period shall receive eight (8) hours pay (and benefits) plus \$1.50 over the base wage for each hour worked for an eight (8) hour work period. There shall also be a one-half (1/2) hour unpaid lunch period. The actual hours of work shall be established by mutual agreement.

SECTION 3.02

WORK PERFORMED OUTSIDE REGULAR HOURS

- a) All work performed outside the regularly scheduled working hours and on Saturdays shall be at the time and one-half rate of pay. Sundays and following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day or days celebrated as such, shall be paid for at the rate of double time, except as provided in Article VI. All holidays celebrated are to be standardized to coincide with the majority of Building Trades.

- b) It is understood and agreed however, that the provisions of this Section shall not be applied so that the Employer will be required to violate any Federal law or regulation relating to premium pay for overtime or holiday work.
- c) No work shall be performed on Labor Day except in case of emergency, and then only after permission is granted by the Business Manager of the Union.

SECTION 3.03 WAGE RATES

a) **Wages:** The minimum rate of wages for Journeyman Wireman shall be the following:

Effective Date	Peoria	Galesburg	Quincy
01/01/04	\$25.58	\$24.79	\$23.89
03/01/04	\$25.98	\$25.29	\$23.89
06/01/04	\$26.23	\$25.29	\$23.89
03/01/05	\$28.03	\$26.79	\$25.39

b) Supervision Premiums:

Foreman Premiums: Supervising six (6) or less Journeymen

Peoria Division: \$1.50 above the Journeyman rate.

Galesburg Division: \$1.50 above the Journeyman rate.

Quincy Division: \$1.50 above the Journeyman rate.

Foreman Premiums: Supervising more than six (6) Journeymen

Peoria Division: \$2.00 above the Journeyman rate.

Galesburg Division: \$2.00 above the Journeyman rate.

Quincy Division: \$2.00 above the Journeyman rate.

General Foreman Premiums:

Peoria Division: \$3.80 above the Journeyman rate.

Galesburg Division: \$3.60 above the Journeyman rate.

Quincy Division: \$3.20 above the Journeyman rate.

c) Cable Splicer: Employees doing high voltage shielded cable splicing, building stress cones, etc., therefore, on 15KV and higher potential rated cable and assembling like rated pot heads, shall be paid at higher Foreman rate of pay.

d) As a result of any negotiated wage increases, the employer shall pay the corresponding increase in the NEBF contribution. If any Health and Welfare increases are required during the contract term, the increase shall be deducted from the hourly rate.

e) Apprentices:

1 - 1,000 hours	40 % of journeyman scale
1,001 - 2,000 hours	45 % of journeyman scale
2,001 - 3,500 hours	55 % of journeyman scale
3,501 - 5,000 hours	65 % of journeyman scale
5,001 - 6,500 hours	75 % of journeyman scale
6,501 - 8,000 hours	80 % of journeyman scale
8,001 to completion	90 % of journeyman scale

SECTION 3.04 PAYMENT OF WAGES

- a) Wages shall be paid weekly, preferably on Friday, at the job or shop before quitting time by cash or negotiable check and shall be paid in full, including pay day, except that when the Employer can show cause, not to exceed three (3) days pay, may be withheld to allow the Employer sufficient time to prepare the payroll. The Union shall be consulted before adopting such practice. If paychecks are issued on other than local banks, the Employer shall provide facilities for cashing such checks without cost or inconvenience to the workmen.
- b) When weekly wages are paid by negotiable check all checks are to have a corresponding check stub, which shall include the name of the contractor, the date issued, the name and social security number of the employee and the check number. Gross wages, social security, federal, state and local deductions shall be listed for the pay period.

- c) If payday falls on a holiday, the employee shall be paid on the day preceding the holiday.

ARTICLE IV WORKING CONDITIONS

SECTION 4.01 FOREMAN RATIO

- a) On all jobs requiring six (6) or more journeymen, one shall be designated foreman by the Employer.
- b) At no time shall a Foreman have over 12 employees under his supervision.
- c) The employer shall have the right to call foreman by name provided:
1. The employee has not quit his previous employer within the past two (2) weeks.
 2. The employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as foreman. Upon such request, the Business Manager shall refer said foreman provided the name appears on the highest priority group.
 3. When an employee is called as foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force.
 4. The employer shall pay the foreman in accordance to Section 3.03 (b)

SECTION 4.02 GENERAL FOREMAN

- a) When the third designated Foreman is set up on any job, a General Foreman shall be employed on that job, however, a contractor may employ a General Foreman for less than (3) foreman if he so desires.
- b) The designated General Foreman shall not handle tools or material except to make minor adjustments and expediting of equipment and materials.
- c) At no time shall a General Foreman have over five (5) foreman under his supervision.

SECTION 4.03 LAYOFF

- a) It is agreed that the most desirable time for layoff of workmen is on Friday at the close of the workday; the second preferable time is at the close of a full workday. Reasonable effort will be made to govern layoffs accordingly. It is further agreed that the contractor will endeavor, whenever practical, to pay all workmen in full at time of layoff.
- b) **SEVERANCE SLIPS;** When an employee leaves the employment of any employer, a severance slip shall be presented to the employee, one copy kept by the employer, one copy forwarded to the office of Local #34, and one copy forwarded to the Central Illinois (Peoria) Chapter, NECA. These slips must be issued before a man is considered removed from the payroll.
- c) **MINIMUM PAY FOR LAYOFF;** Where a full day's work cannot be provided, a minimum of four (4) hours pay will be paid to any workman who is laid off in an ordinary reduction of forces. A minimum of two (2) hours pay will be allowed to any workman laid off either temporarily or permanently because of:
 1. Reasons beyond the control of the Employer, which existed before quitting time the previous day, unless such workmen are notified before they shall have left their place of residence to report for work.
 2. On jobbing work where the Employer has no other work available. In no case shall workmen be required to report to the shop to determine if work is available.

SECTION 4.04

STEWARD – ASSIGNMENT OF OVERTIME

- a) The job (or shop) steward and the foreman or Employer shall consult regarding the selection of men for overtime work. The Steward and foreman (if any) shall be responsible for a practical and equitable distribution of overtime. An overtime record shall be posted on all jobs by the steward, or, on small jobs, kept available for inspection by the workmen on request.

- b) Stewards shall be notified of all layoffs and discharges. Stewards shall be allowed reasonable time off for problems and disputes.
- c) No steward will be permanently removed from a job unless the Business Manager's office is notified prior to removing the steward. Employers shall endeavor to keep the steward as long as possible.

SECTION 4.05 LOCATION OF "JOBSITE"

When an Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances the job site shall be considered the city in which the shop is located.

SECTION 4.06 TOOLS

All employees under the jurisdiction of Local #34, I.B.E.W., will be required to have in his possession the minimum list of tools when reporting for work. All tools must be in proper and safe working condition and meet all requirements of the OSHA Safety Act. To be checked and approved by Employer or Employer's representative.

SECTION 4.07 TOOL LIST

1 pr. sidecutters pliers	2 pr. Channel lock pliers
1 pr. diagonal pliers	1 pr. Longnose pliers
1-10" screw driver	1-6" screw driver
1 stub screw driver	1 phillips screw driver
1 claw hammer	1-6' rule
1 wiggington or equal tester	1-10" pipe wrench
1 chain wrench	1 flashlight
1 keyhole saw	keyhole saw blade *
1 rat tail file*	1-10" mill file*
1 set allen wrenches to 5/8"	1 hacksaw frame
Tool Box and Lock	1 knife
1-10" tin snips	1 combination square
1 center punch	1 1/2" chisel
1 torpedo level	1 tap wrench

Plum bob	Chalk Line
1-1" box end wrench	1-8" crescent wrench
1 Continuity Light	1 12' Tape
1 socket set - thru 1/2" bolt	1 pr. Wire Strippers
Twist drills to fit 1/2" 5/8" 3/4"	
1 each hand taps 6-32; 8-32; 10-24; 1/4-20*	
1 pair "Sta-Kon" Crimpers (#16 awg-#10 awg)	
1 Offset Screwdriver (Comb. Standard/Phillips)	
1 Standard Screwholding Screwdriver	

* Designates replacement by contractor

SECTION 4.08 TOOL STORAGE

- a) Workmen shall be held responsible for the tools and equipment issued to them provided the Employer furnishes the necessary locker, tool boxes, or other safe place for storage. Such storage place shall be large enough to provide space for the workmen's tools as well.
- b) The adequacy and safety of such storage space for workmen's tools and employer's tools shall be determined by the Business Manager of Local #34 and Chapter Manager of NECA. The Business Manager and the Chapter Manager shall try for better contractor responsibility of employee and employer tools if the job warrants it.

SECTION 4.09 INSTALLATION STANDARDS

- a) It shall be the policy of both parties hereto that electrical work shall be installed in a safe and workman-like manner and in accord with applicable code and contract specifications.
- b) The minimum standard of wiring to be installed shall be no less than the current edition of the National Electrical Code. Employees should complete a National Electrical Code Update and/or Review Class provided by, or approved by, the J.A.T.C., at least once every three years. Thereafter, the three-year cycle of classes will correspond with the National Electrical Code triennial revisions.

- c) A journeyman shall be required to make corrections on improper workmanship for which he is responsible on his own time. He shall not be responsible for improper work done by orders of the Employer, or the Employer's representative, or because of lack of proper information. The Employer shall notify the Union of workmen who fail to adjust improper workmanship, and the Union assumes responsibility for the enforcement of this provision.

SECTION 4.10 COMPANY STICKERS

All main switches or panels to be marked with a sticker bearing the employer's name, placed so as to be visible at the rough-in stage to job completion. Responsibility to supply the stickers belongs to the Employer, responsibility to install the stickers, shall be that of the employees.

SECTION 4.11 MARKING OF TEMPORARY POLES

All temporary poles are to be permanently marked with Contractor's name. All temporary poles are to have employer's sticker on inside of door or cover of disconnecting means.

SECTION 4.12 UNION ACCESS TO JOBSITE

The representative of the Union shall be allowed access to any building or property at any reasonable time, where members of the Union are employed.

SECTION 4.13 TRAVEL TIME

- a) The Employer shall pay for traveling time and furnish transportation 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 and from any job in the jurisdiction of the Union when workmen are ordered to report on the job. On a job remote from the shop and the workmen's homes, and in the

jurisdiction of the Union, where workmen are ordered to report on the job under the provisions hereof, the workmen may by Agreement with the employer, report to the shop before starting time and use the Employer's vehicle for transportation to and from the job.

SECTION 4.14 EMPLOYEE VEHICLES

The Employer shall not require nor shall Employees be permitted the use of a workman's vehicle to transport tools, material or workmen in any manner that would render a service to any employer that could not be rendered by an Employee having no such vehicle.

SECTION 4.15 IBEW-MADE MATERIALS

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

SECTION 4.16 DIRECTION BY FOREMAN

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 4.17 JOB PROCESSING OF MATERIAL

- a) All conduit, shall be cut and threaded, and all material so far as possible, processed on the job.
- b) Where pipe cutting and threading, or other processing machines are used, such shall be operated by an employee of the bargaining unit.

SECTION 4.18 HANDICAPPED JOURNEYMAN

On a job employing six (6) or more electrical workers, one handicapped person shall be employed, in accordance with the Referral System, providing he can do a full day's work on the ground.

SECTION 4.19 JOURNEYMAN TRAINING

All members of Local #34, I.B.E.W. should complete eight hours of industry related classroom training per contract term, sponsored or approved by the Joint Apprenticeship and Training Committee. These classes shall not include the National Electrical Code.

SECTION 4.20 PERSONAL USE OF CELL PHONES

Personal use of cell phones shall not be allowed on the job during working hours (lunch time excluded) except for cases of known or expected emergencies, (such as immediate family illness, child birth, etc.) or for official Union business, by a properly appointed Union Steward.

ARTICLE V REFERRAL PROCEDURE

SECTION 5.01 REFERRAL

In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of 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 5.02 SOURCE

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

SECTION 5.03 REJECTION

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

SECTION 5.04

UNION MEMBERSHIP NON-DISCRIMINATION

The Union shall select and refer applicants for employment without

discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

SECTION 5.05 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 Local Union of the I.B.E.W. 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 geographical area covered by the collective bargaining Agreement.

Group II

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

Group III

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been

employed for at least six months in the last three years in the geographical area covered by the collective bargaining Agreement.

Group IV

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

SECTION 5.06 TEMPORARY EMPLOYEES

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

SECTION 5.07

REPLACEMENT OF TEMPORARY EMPLOYEES

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

SECTION 5.08 LABOR MARKET

"Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which included the area from which the normal labor supply is secured:

Peoria Division

In the following Counties and Townships in the State of Illinois:

Peoria County - All

Tazewell County - All

Stark County - West Jersey, Essex and Valley Townships

Marshall County - Saratoga, Whitefield, Henry, Steuben, Laprairie, Hopewell, Lacon and Richland Townships.

Fulton County - Fairview, Farmington, Joshua, Canton, Orion, Putnam, Buckheart, Banner, Farmers, Bernadotte, Lewistown, Liverpool, Vermont, Pleasant, Isabel, Waterford, Astoria, Woodland, and Kerton Townships

Woodford County - Partridge, Cazenovia, Spring Bay, Worth, Metamora, Cruger, Olio, and Montgomery Townships

Mason County - Quiver, Forrest City, Manito, Havana, Sherman, Pennsylvania and Allen Grove Townships

Galesburg Division

In the following Counties and Townships in the State of Illinois:

Knox County - All

Warren County - All

Henderson County - All

Mercer County - Ohio Grove, Suez, North Henderson Townships

McDonough County - Blandinsville, Prairie City, Emmet, Tennessee, Scotland, Sciota, Bushnell, Macomb, Colchester, New Salem, Walnut Grove, Hire, Mound, and Chalmers Townships

Fulton County - Union, Lee, Cass, Ellisville, Deerfield, Young, Hickory and Harris Townships.

Quincy Division

In the following Counties and Townships in the State of Illinois:

Adams County - All

Brown County - All

Hancock County - All

Pike County - All

Schuyler County - All

McDonough County - Lamoine, Bethel, Industry, Eldorado Townships

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

SECTION 5.09 RESIDENT

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

SECTION 5.10 EXAMINATIONS

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

SECTION 5.11 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 5.12 RE-REGISTRATION

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

SECTION 5.13 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 5.14 METHOD OF REFERRAL OF APPLICANTS

Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in

GROUP I, in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then in GROUP III, and GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within his GROUP.

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

SECTION 5.15 EXCEPTIONS

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

- a) When the Employer states bonafide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- b) The age ratio clause in the Agreement calls for 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 5.16 APPEALS COMMITTEE

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

SECTION 5.17 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 Section 5.04 through 5.15 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 5.18 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 5.19

POSTING 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 5.20 HIRING OF APPRENTICES

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

SECTION 5.21 LAYOFF PROCEDURES

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 the 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 skill requirement as provided for in Section 5.15 (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 VI SHIFTWORK

SECTION 6.01

RIGHT TO USE SHIFTS, FIRST SHIFT, SHIFT CLAUSE

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

SECTION 6.02 SECOND SHIFT

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M.

Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

SECTION 6.03 THIRD SHIFT

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

SECTION 6.04 FLEXIBLE HOURS

The employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer. If the parties mutually agree the shift week may commence with third shift (graveyard shift) at 12:30 AM Monday to coordinate the work with the customers work schedule. However, any such adjustment shall last for at least five (5) consecutive days duration unless mutually changed by the parties to this Agreement.

SECTION 6.05 LUNCH PERIOD

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

SECTION 6.06

OVERTIME AND NO REQUIREMENT FOR DAY SHIFT

- a) All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one half (1-1/2) times the "shift" hourly rate.
- b) There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.
- c) There shall be no requirement for a day shift when either a second or third shift is worked.

ARTICLE VII APPRENTICESHIP

SECTION 7.01 JOINT COMMITTEE

- a) 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).
- b) The local apprenticeship standards shall be in conformance with the national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency. The JATC shall be responsible for the training of apprentices, Journeymen, installers, technicians, and all others. (unindentured, intermediate journeymen, ect.)

SECTION 7.02 JATC TRUSTEE APPOINTMENTS/TERM

- a) All JATC member appointments, reappointments, and acceptance of appointments shall be in writing. Each member shall be appointed for a 3-year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent, or they voluntarily resign. All vacancies shall be filled immediately.
- b) The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings, and a separate set of minutes for

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

SECTION 7.03 JATC AUTHORITY

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

SECTION 7.04 JATC / SUBCOMMITTEES

- a) 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 must 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 7.05 TRAINING DIRECTOR

- a) 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 7.06 APPRENTICE TRAINING / TRANSFER

- a) 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 7.07 APPRENTICE ENTRANCE & REMOVAL

- a) All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to the 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 (2) years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

SECTION 7.08 APPRENTICE RATIO

- a) 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 necessary to meet the job site ratio as per Section 7.11
- b) 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, the JATC

shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

SECTION 7.09 UNINDENTURED WORKERS

- a) 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.
- b) 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 (2000) 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.
- c) 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.
- d) 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 7.10 FRINGE BENEFITS

- a) 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 7.11 JOB SITE RATIO

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

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

- b) The first person assigned to any job site shall be a Journeyman Wireman.
- c) A job site is considered to be a 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 7.12 APPRENTICE SUPERVISION

- a) 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 Wiremen. Journeymen are not required to constantly watch the apprentice. Supervision will not be of the nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor, or Journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice. Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a

minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

SECTION 7.13

COLLEGE CREDIT / ELECTRICAL LICENSE

- a) 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 7.14 TRUST FUND

- a) The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to SECTION 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.
- b) 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 7.15 EMPLOYER CONTRIBUTIONS

- a) 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: 25¢ per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VIII SAFETY

SECTION 8.01 RESPONSIBILITY TO OSHA

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. The employees shall abide by all OSHA requirements and company safety rules, to utilize all necessary safety equipment and to dress appropriately, in order to work safely, i.e., sturdy work shoes, gloves, etc. All employees shall report to the jobsite wearing proper clothing.

SECTION 8.02 SAFETY COMMITTEE

- a) There shall be a Joint Safety Committee consisting of 3 members representing the Union, and 3 members representing the employer. The duties of this committee may be to develop and recommend safe work rules that are equal or greater than the Standards for construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State Laws.
- b) These safe work rules as recommended by the Committee may be submitted to the parties to this Agreement to be used as a part of this collective bargaining process. Any proposed changes or revisions in these safe work rules may first be considered by this committee for their concurrence and recommendations before being acted upon by the parties to this Agreement
- c) It may also be the function of this committee to study and update these safe work rules for the benefit of both parties. This committee may meet at least once each quarter and also when called by the Chairman or when called by a majority of the current committee members.
- d) Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be 3 years unless removed by the party they represent. The term of one

Employer and one Union representative may expire each year with successors to be determined in the same manner as the original appointments were made. A committee member is eligible to succeed himself.

SECTION 8.03 EMPLOYER NON-COMPLIANCE

Any employer failing to comply with the Health and Safety Act rules and regulations shall not discipline or in any way discriminate against any employee for refusal to perform services during the period of the employer's non-compliance.

SECTION 8.04 HAZARDOUS WORK

On all energized circuits of 440 volts or over, or on the erection of outdoor signs, or any work that is hazardous for one man alone, two journeymen must work together.

ARTICLE IX EMPLOYEE BENEFITS AND OTHER CONTRIBUTIONS

SECTION 9.01 HEALTH & WELFARE

- a) Effective January 1, 2004, the Employer shall contribute the sum of four dollars and ninety cents (\$4.90) per hour for each hour worked by each employee covered by this Agreement, and pay by check to the NECA-IBEW Welfare Trust Fund, 2120 Hubbard Avenue, Decatur, Illinois, 62526-2899. This contribution will effect coverage in the Health, Vision and Dental Plans of aforementioned Welfare Trust Fund. Effective June 1, 2004 the aforementioned contribution shall be increased to the sum of five dollars and fifteen cents (\$5.15) per hour for each hour worked by each employee covered by this agreement.
- b) The payment and the payroll report shall be mailed to reach the office of the appropriate Local Board not later than fifteen (15) calendar days following the end of each calendar month.

- c) Such payments shall commence on January 1, 2004, and shall be made monthly thereafter on forms provided: said payments to be sent to the joint trustees of said Welfare Trust Fund, 2120 Hubbard Avenue, Decatur, Illinois, 62526. Each party shall select a trustee to the Board of Trustees of the Welfare Trust Fund.

SECTION 9.02 LOCAL PENSION

- a) Employer agrees to be bound by the Agreement and Declaration of Trust entered into June 1, 1972, establishing the NECA-IBEW Pension Trust Fund and by any amendments to said Trust Agreement.
- b) Employer irrevocably designates as his representative among the Trustees of said fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.
- c) The Employer shall contribute into the NECA-IBEW Pension Trust Fund, the amount listed below, for each hour worked in the preceding month, for all Employees covered by this Agreement, with the exception of 1st and 2nd Period Apprentices:

Effective Date	01/01/04	03/01/04	06/01/04	03/01/05
Peoria Division:	\$3.07	\$3.27	\$3.27	\$3.27
Galesburg Division:	\$2.40	\$2.40	\$2.65	\$2.65
Quincy Division:	\$1.75	\$2.25	\$2.50	\$2.50

- d) Contributions shall be made on or before the 15th of the month following the month for which they are due. Payment by separate check shall be mailed to NECA-IBEW Pension Trust Fund, 2120 Hubbard Avenue, Decatur, Illinois, 62526.

SECTION 9.03 LOCAL PENSION ANNUITY

- a) Each Employer shall, for each hour worked in the Peoria and Galesburg Divisions, with the exception of 1st and 2nd Period

Apprentices, pay monthly to the Trustees of NECA-IBEW Pension Benefit Trust Fund (herein called "Pension Annuity Fund") the following amounts:

- 1) On behalf of the journeyman / wireman, an amount equal to the amount listed in Section 9.03 (b), for each hour for which the Employer is obligated to compensate these employees under the terms of the Collective Bargaining Agreement; and
- 2) On behalf of apprentices who are members of the Union, an amount based on the Apprentice Scale stated in Section 3.03 (e) multiplied by the amount listed in Section 9.03 (b).

2001 to 3500 Hours - 55% of the contribution in 9.03 (b)

3501 to 5000 Hours - 65% of the contribution in 9.03 (b)

5001 to 6500 Hours - 75% of the contribution in 9.03 (b)

6501 to 8000 Hours - 80% of the contribution in 9.03 (b)

8001 to completion - 90% of the contribution in 9.03 (b)

b) Effective Dates	01/01/04	03/01/04	06/01/04	03/01/05
Peoria Division:	\$3.07	\$3.27	\$3.27	\$3.27
Galesburg Division:	\$3.45	\$3.45	\$3.45	\$3.45
Quincy Division:	\$2.50	\$2.50	\$2.50	\$2.50

- c) Each Employer agrees to file a monthly report which shall be due at the time that monthly contributions are due showing the number of names and employees (listed alphabetically) who worked under this Agreement during the month covered by their report, their social security numbers, the amount of contributions due each employee, and such other information as the Trustees of the Pension Annuity Fund may request; such report is to be filed even though it reflects that no employees worked during the month.
- d) Each Employer by virtue of this Agreement shall be deemed to be bound as an employer by the NECA-IBEW Pension Benefit Amended Trust Agreement of January 1, 1976 as amended now or in the future. Each Employer agrees to sign an Employer

Participation Agreement if requested by the Trustees of the Pension Fund or by the Union. A copy of the Trust Agreement is available to any Employer upon written request to the Office of the Trustees.

- e) An Employer who fails to show satisfactory proof that contributions or reports have been filed on time shall be subject to having this Agreement terminated after 72 hours written notice by the Union.
- f) Without restricting any other remedies that may be available in the event that an Employer is delinquent in filing reports and paying contributions, the Union may file suit to enforce such Employer obligations.

SECTION 9.04 N.E.B.F.

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

- c) An individual employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.
- d) 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 9.05 N.E.I.F.

- a) Each individual employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:
 - 1) Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during one calendar year, but not exceeding 150,000 man-hours.
 - 2) One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during 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.
- b) Payment shall be forwarded to the National Electrical Industry Fund, 707 NE Jefferson Street, Peoria, Illinois, 61603, 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 9.06

WORKING DUES AND BUILDING TRADES DEDUCTION

- a) Employer agrees to be bound by:
- i. The Electrical Industry Receiving Trust entered into on May 1, 1966 creating and establishing the Central Illinois Chapter, National Electrical Contractors Association (NECA) and Local No. 34, International Brotherhood of Electrical Workers (IBEW) Receiving Trust;
 - ii. Any amendments to the Electrical Industry Receiving Trust described above;
 - iii. The Receiving Trust Audit Program created and established by the Trustees of the Electrical Industry Receiving Trust on May 27, 1987;
 - iv. Any amendments to the Receiving Trust Auditing Program;
- b) Upon receipt of a member's written authorization, which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner, the employer shall deduct from the employee's wages each week the following:
- i. A working dues determined by the local union by-laws.
 - ii. A building trades deduction in the amount specified below will be deducted from the employees wages for all hours worked in the respective divisions.

Effective	March 1, 2003
Peoria Division	\$0.07/hr
Galesburg Division	\$0.04/hr
Quincy Division	\$0.06/hr

- c) The payment and the payroll report shall be mailed to reach the office of appropriate Local Board not later than fifteen (15) calendar days following the end of each calendar month.
- d) The Employer shall remit the deductions once monthly to the Receiving Trust Fund, 707 NE Jefferson Street, Peoria, Illinois,

61603, together with a list of names and total deductions of each employee from whom deductions were made. The Union agrees to hold the Employer free from all liability in connection with collections except for ordinary diligence and care in transmittal of the monies to the authorized trust fund.

SECTION 9.07

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

- a) The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, established under authority of Section 6 (b) of the Labor-Management Cooperative Act of 1978, 29 U.S.C. 175 (A) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. 186 (C) (9). The purposes of this Fund include the following:
1. To improve communication between representatives of labor and management;
 2. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization 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 in the 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.
- b) 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.
- c) Each employer shall contribute one cent (.01 cent) 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 Central Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.
- d) If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for the sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of payments. Such amount shall be added to and become part of the contributions due and payable, and the whole amount due shall bear interest at the

rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorney's fees.

- e) The one cent per hour NLMCC contribution shall be deducted from the ten cent (\$.10) per hour contribution made to the local LMCC, as described in Section 9.08 (c) of this Agreement. The NLMCC contribution shall be deducted from this amount and contributed to the NLMCC.

SECTION 9.08

LABOR MANAGEMENT COOPERATION COMMITTEE

- a) The parties agree to participate in the Labor-Management Cooperation Committee, or its successor, which is established under authority of Section 6 (b) of the Labor-Management Cooperative Act of 1978, 29 U.S.C. 175 (a) and Section 302(c) (9) of the Taft-Hartley Act, 29 U.S.C. 186 (c) (9). The purposes of this Committee 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 increasing productivity of both labor and management, and of eliminating potential problems which reduce the competitiveness and inhibit the economic development in the construction industry;
 5. To enhance the involvement of workers in making decisions that affect their working lives;
 6. To promote the use of safe, efficient, high quality construction services in development, maintenance, and rehabilita-

tion of industrial and commercial facilities;

7. To seek to maintain a productive dialogue with users of construction services;
 8. To foster the development of craft skills and high quality training in the construction industry;
 9. To do any and all other acts and things and exercise any and all other rights and powers which may be necessary, incidental or expedient in the accomplishment of any of the above purposes.
- b) The Committee shall function in accordance with, and as provided in the Articles of Incorporation and Bylaws of the Labor Management Cooperation Committee, and the subsequent amendments thereto. Employers making contributions shall be entitled to participate therein, as provided in said Articles of Incorporation and Bylaws.
- c) The employer's party to this Agreement shall contribute the amount of ten cents (\$.10) per hour worked under this Agreement, on a monthly basis. Effective March 1st, 2004 employers party to this agreement shall contribute an additional amount of five cents (\$0.05) per hour worked under this agreement for the purpose of funding the Screen Safe Workplace Outreach Program. (Substance abuse screening and participant assistance) All checks shall be payable to the Receiving Trust Fund, 707 NE Jefferson Street, Peoria, Illinois, 61603 together with the necessary records to show how the contribution was determined. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the Employee Benefit Agreement. The monies of the Committee shall be segregated according to the purposes outlined herein and be separate from other union or employer assets, and shall further not be used or controlled by the unions or employers party to this Agreement, but shall be administered solely by the Labor Management Cooperation Committee and its duly authorized representatives for the purposes permitted.

- d) Employer agrees to be bound by:
- i. The Electrical Industry Receiving Trust entered into on May 1, 1966 creating and establishing the Central Illinois Chapter, National Electrical Contractors Association (NECA) and Local No. 34, International Brotherhood of Electrical Workers (IBEW) Receiving Trust;
 - ii. Any amendments to the Electrical Industry Receiving Trust described above;
 - iii. The Receiving Trust Audit Program created and established by the Trustees of the Electrical Industry Receiving Trust on May 27, 1987;
 - iv. Any amendments to the Receiving Trust Auditing Program.

SECTION 9.09 ADMINISTRATIVE MAINTENANCE FUND

- a) Effective March 1, 1995, all employers covered by this Agreement shall contribute \$0.10 per hour for each hour worked by each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Central Illinois Chapter, NECA and not the Local Union.
- b) The Administrative Maintenance Fund will be solely administered by the Central Illinois Chapter, NECA and shall not be used in any manner detrimental to the Local Union or the IBEW.

SECTION 9.10 FAILURE TO CONTRIBUTE

- a) If an employer fails to make contributions or is suspected of falsely reporting to the various trust funds as provided for in the current inside Agreement within seventy-two hours after the date

required by the trustees, either party signatory to this Agreement may then present facts or reasonable cause to the labor management committee detailing any suspected violations.

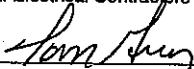
- b) If reasonable cause is shown and the majority of the labor management committee are in Agreement, the committee shall recommend to the trustees of the various funds affected that prompt actions should be taken to determine if a violation exists and to secure compliance with this Agreement if necessary.
- c) In the event an employer is found in violation by the trustees of any terms of the current inside Agreement as it relates to trust funds, the employer hereby agrees to be held liable for all costs incurred by the various trust funds in determining the indebtedness and liable for all costs incurred by the funds in collecting payment due together with attorney's fees.

ARTICLE X SEPARABILITY CLAUSE

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

IN WITNESS WHEREOF, the parties have executed this Agreement
the day and year first written above,

Signed for the Central Illinois (Peoria) Chapter,
National Electrical Contractors Association



Tom Gray, President



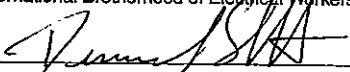
Mark Kawolsky, Executive Manager

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

NATIONAL OFFICE - NECA

Reviewed: _____ By: _____

Signed for Local Union, #34,
International Brotherhood of Electrical Workers



Dennis Shelton, President



Michael T. Everett, Business Manager

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

INTERNATIONAL OFFICE - IBEW

Approved: _____ By: Edwin Hill

WAGE PACKAGES - EFFECTIVE MARCH 1, 2004 – MAY 31, 2004
INSIDE WAGE RATES - PEORIA DIVISION

Peoria	Amount Per JW	Base Wage	H & W	Pension	Annuity	3% NEBF	JATC	ADM	NLMCC	0.5% NECA	Total Pack.
Wireman		\$25.98	\$4.90	\$3.27	\$3.27	\$0.78	\$0.25	\$0.10	\$0.15	\$0.13	\$38.83
Sub-Foreman	\$1.50	\$27.48	\$4.90	\$3.27	\$3.27	\$0.82	\$0.25	\$0.10	\$0.15	\$0.14	\$40.38
Foreman	\$2.00	\$27.98	\$4.90	\$3.27	\$3.27	\$0.84	\$0.25	\$0.10	\$0.15	\$0.14	\$40.90
Gen-Foreman	\$3.80	\$29.78	\$4.90	\$3.27	\$3.27	\$0.89	\$0.25	\$0.10	\$0.15	\$0.15	\$42.76
Apprentices											
0-1000 Hrs.	40%	\$10.39	\$4.90			\$0.31	\$0.25	\$0.10	\$0.15	\$0.05	\$16.15
1001-2000 Hrs.	45%	\$11.69	\$4.90			\$0.35	\$0.25	\$0.10	\$0.15	\$0.06	\$17.50
2001-3500 Hrs.	55%	\$14.29	\$4.90	\$3.27	\$1.80	\$0.43	\$0.25	\$0.10	\$0.15	\$0.07	\$25.26
3501-5000 Hrs.	65%	\$16.89	\$4.90	\$3.27	\$2.13	\$0.51	\$0.25	\$0.10	\$0.15	\$0.08	\$28.28
5001-6500 Hrs.	75%	\$19.49	\$4.90	\$3.27	\$2.45	\$0.58	\$0.25	\$0.10	\$0.15	\$0.10	\$31.29
6501-8000 Hrs.	80%	\$20.78	\$4.90	\$3.27	\$2.61	\$0.62	\$0.25	\$0.10	\$0.15	\$0.10	\$32.78
8001-completion	90%	\$23.38	\$4.90	\$3.27	\$2.94	\$0.70	\$0.25	\$0.10	\$0.15	\$0.12	\$35.81

WAGE PACKAGES - EFFECTIVE MARCH 1, 2004 - MAY 31, 2004
INSIDE WAGE RATES - GALESBURG DIVISION

Galesburg	Amount Per JW	Base Wage	H & W	Pension	Annuity	3% NEBF	JATC	ADM	NLMCC	0.5% NECA	Total Pack.
Wireman		\$25.29	\$4.90	\$2.40	\$3.45	\$0.76	\$0.25	\$0.10	\$0.15	\$0.13	\$37.43
Sub-Foreman	\$1.50	\$26.79	\$4.90	\$2.40	\$3.45	\$0.80	\$0.25	\$0.10	\$0.15	\$0.13	\$38.97
Foreman	\$2.00	\$27.29	\$4.90	\$2.40	\$3.45	\$0.82	\$0.25	\$0.10	\$0.15	\$0.14	\$39.50
Gen-Foreman	\$3.80	\$29.09	\$4.90	\$2.40	\$3.45	\$0.87	\$0.25	\$0.10	\$0.15	\$0.15	\$41.36
Apprentices											
0-1000 Hrs.	40%	\$10.12	\$4.90			\$0.30	\$0.25	\$0.10	\$0.15	\$0.05	\$15.87
1001-2000 Hrs.	45%	\$11.38	\$4.90			\$0.34	\$0.25	\$0.10	\$0.15	\$0.06	\$17.18
2001-3500 Hrs.	55%	\$13.91	\$4.90	\$2.40	\$1.90	\$0.42	\$0.25	\$0.10	\$0.15	\$0.07	\$24.10
3501-5000 Hrs.	65%	\$16.44	\$4.90	\$2.40	\$2.24	\$0.49	\$0.25	\$0.10	\$0.15	\$0.08	\$27.05
5001-6500 Hrs.	75%	\$18.97	\$4.90	\$2.40	\$2.59	\$0.57	\$0.25	\$0.10	\$0.15	\$0.09	\$30.02
6501-8000 Hrs.	80%	\$20.23	\$4.90	\$2.40	\$2.76	\$0.61	\$0.25	\$0.10	\$0.15	\$0.10	\$31.50
8001-completion	90%	\$22.76	\$4.90	\$2.40	\$3.11	\$0.68	\$0.25	\$0.10	\$0.15	\$0.11	\$34.46

WAGE PACKAGES - EFFECTIVE MARCH 1, 2004 - MAY 31, 2004
INSIDE WAGE RATES - QUINCY DIVISION

Quincy	Amount Per JW	Base Wage	H & W	Pension	Annuity	3% NEBF	JATC	ADM	NLMCC	0.5% NECA	Total Pack.
Wireman		\$23.89	\$4.90	\$2.25	\$2.50	\$0.72	\$0.25	\$0.10	\$0.15	\$0.12	\$34.88
Sub-Foreman	\$1.50	\$25.39	\$4.90	\$2.25	\$2.50	\$0.76	\$0.25	\$0.10	\$0.15	\$0.13	\$36.43
Foreman	\$2.00	\$25.89	\$4.90	\$2.25	\$2.50	\$0.78	\$0.25	\$0.10	\$0.15	\$0.13	\$36.95
Gen-Foreman	\$3.80	\$27.69	\$4.90	\$2.25	\$2.50	\$0.83	\$0.25	\$0.10	\$0.15	\$0.14	\$38.81
Apprentices											
0-1000 Hrs.	40%	\$9.56	\$4.90			\$0.29	\$0.25	\$0.10	\$0.15	\$0.05	\$15.30
1001-2000 Hrs.	45%	\$10.75	\$4.90			\$0.32	\$0.25	\$0.10	\$0.15	\$0.05	\$16.52
2001-3500 Hrs.	55%	\$13.14	\$4.90	\$2.25	\$1.38	\$0.39	\$0.25	\$0.10	\$0.15	\$0.07	\$22.63
3501-5000 Hrs.	65%	\$15.53	\$4.90	\$2.25	\$1.63	\$0.47	\$0.25	\$0.10	\$0.15	\$0.08	\$25.36
5001-6500 Hrs.	75%	\$17.92	\$4.90	\$2.25	\$1.88	\$0.54	\$0.25	\$0.10	\$0.15	\$0.09	\$28.08
6501-8000 Hrs.	80%	\$19.11	\$4.90	\$2.25	\$2.00	\$0.57	\$0.25	\$0.10	\$0.15	\$0.10	\$29.43
8001-completion	90%	\$21.50	\$4.90	\$2.25	\$2.25	\$0.65	\$0.25	\$0.10	\$0.15	\$0.11	\$32.16

WAGE PACKAGES - EFFECTIVE JUNE 1, 2004 – FEBRUARY 28, 2005
INSIDE WAGE RATES - PEORIA DIVISION

Peoria	Amount Per JW	Base Wage	H & W	Pension	Annuity	3% NEBF	JATC	ADM	NLMCC	0.5% NECA	Total Pack.
Wireman		\$26.23	\$5.15	\$3.27	\$3.27	\$0.79	\$0.25	\$0.10	\$0.10	\$0.13	\$39.29
Sub-Foreman	\$1.50	\$27.73	\$5.15	\$3.27	\$3.27	\$0.83	\$0.25	\$0.10	\$0.10	\$0.14	\$40.84
Foreman	\$2.00	\$28.23	\$5.15	\$3.27	\$3.27	\$0.85	\$0.25	\$0.10	\$0.10	\$0.14	\$41.36
Gen-Foreman	\$3.80	\$30.03	\$5.15	\$3.27	\$3.27	\$0.90	\$0.25	\$0.10	\$0.10	\$0.15	\$43.22
Apprentices											
0-1000 Hrs.	40%	\$10.49	\$5.15			\$0.31	\$0.25	\$0.10	\$0.10	\$0.05	\$16.45
1001-2000 Hrs.	45%	\$11.80	\$5.15			\$0.35	\$0.25	\$0.10	\$0.10	\$0.06	\$17.81
2001-3500 Hrs.	55%	\$14.43	\$5.15	\$3.27	\$1.80	\$0.43	\$0.25	\$0.10	\$0.10	\$0.07	\$25.60
3501-5000 Hrs.	65%	\$17.05	\$5.15	\$3.27	\$2.13	\$0.51	\$0.25	\$0.10	\$0.10	\$0.09	\$28.65
5001-6500 Hrs.	75%	\$19.67	\$5.15	\$3.27	\$2.45	\$0.59	\$0.25	\$0.10	\$0.10	\$0.10	\$31.68
6501-8000 Hrs.	80%	\$20.98	\$5.15	\$3.27	\$2.61	\$0.63	\$0.25	\$0.10	\$0.10	\$0.10	\$33.19
8001-completion	90%	\$23.61	\$5.15	\$3.27	\$2.94	\$0.71	\$0.25	\$0.10	\$0.10	\$0.12	\$36.25

WAGE PACKAGES - EFFECTIVE JUNE 1, 2004 - FEBRUARY 28, 2005
INSIDE WAGE RATES - GALESBURG DIVISION

Galesburg	Amount Per JW	Base Wage	H & W	Pension	Annuity	3% NEBF	JATC	ADM	NLMCC	0.5% NECA	Total Pack.
Wireman		\$25.29	\$5.15	\$2.65	\$3.45	\$0.76	\$0.25	\$0.10	\$0.10	\$0.13	\$37.88
Sub-Foreman	\$1.50	\$26.79	\$5.15	\$2.65	\$3.45	\$0.80	\$0.25	\$0.10	\$0.10	\$0.13	\$39.42
Foreman	\$2.00	\$27.29	\$5.15	\$2.65	\$3.45	\$0.82	\$0.25	\$0.10	\$0.10	\$0.14	\$39.95
Gen-Foreman	\$3.80	\$29.09	\$5.15	\$2.65	\$3.45	\$0.87	\$0.25	\$0.10	\$0.10	\$0.15	\$41.81
Apprentices											
0-1000 Hrs.	40%	\$10.12	\$5.15			\$0.30	\$0.25	\$0.10	\$0.10	\$0.05	\$16.07
1001-2000 Hrs.	45%	\$11.38	\$5.15			\$0.34	\$0.25	\$0.10	\$0.10	\$0.06	\$17.38
2001-3500 Hrs.	55%	\$13.91	\$5.15	\$2.65	\$1.90	\$0.42	\$0.25	\$0.10	\$0.10	\$0.07	\$24.55
3501-5000 Hrs.	65%	\$16.44	\$5.15	\$2.65	\$2.24	\$0.49	\$0.25	\$0.10	\$0.10	\$0.08	\$27.50
5001-6500 Hrs.	75%	\$18.97	\$5.15	\$2.65	\$2.59	\$0.57	\$0.25	\$0.10	\$0.10	\$0.09	\$30.47
6501-8000 Hrs.	80%	\$20.23	\$5.15	\$2.65	\$2.76	\$0.61	\$0.25	\$0.10	\$0.10	\$0.10	\$31.95
8001-completion	90%	\$22.76	\$5.15	\$2.65	\$3.11	\$0.68	\$0.25	\$0.10	\$0.10	\$0.11	\$34.91

WAGE PACKAGES - EFFECTIVE JUNE 1, 2004 – FEBRUARY 28, 2005
INSIDE WAGE RATES - QUINCY DIVISION

Quincy	Amount Per JW	Base Wage	H & W	Pension	Annuity	3% NEBF	JATC	ADM	NLMCC	0.5% NECA	Total Pack.
Wireman		\$23.89	\$5.15	\$2.50	\$2.50	\$0.72	\$0.25	\$0.10	\$0.10	\$0.12	\$35.33
Sub-Foreman	\$1.50	\$25.39	\$5.15	\$2.50	\$2.50	\$0.76	\$0.25	\$0.10	\$0.10	\$0.13	\$36.88
Foreman	\$2.00	\$25.89	\$5.15	\$2.50	\$2.50	\$0.78	\$0.25	\$0.10	\$0.10	\$0.13	\$37.40
Gen-Foreman	\$3.80	\$27.69	\$5.15	\$2.50	\$2.50	\$0.83	\$0.25	\$0.10	\$0.10	\$0.14	\$39.26
Apprentices											
0-1000 Hrs.	40%	\$9.56	\$5.15			\$0.29	\$0.25	\$0.10	\$0.10	\$0.05	\$15.50
1001-2000 Hrs.	45%	\$10.75	\$5.15			\$0.32	\$0.25	\$0.10	\$0.10	\$0.05	\$16.72
2001-3500 Hrs.	55%	\$13.14	\$5.15	\$2.50	\$1.38	\$0.39	\$0.25	\$0.10	\$0.10	\$0.07	\$23.08
3501-5000 Hrs.	65%	\$15.53	\$5.15	\$2.50	\$1.63	\$0.47	\$0.25	\$0.10	\$0.10	\$0.08	\$25.81
5001-6500 Hrs.	75%	\$17.92	\$5.15	\$2.50	\$1.88	\$0.54	\$0.25	\$0.10	\$0.10	\$0.09	\$28.53
6501-8000 Hrs.	80%	\$19.11	\$5.15	\$2.50	\$2.00	\$0.57	\$0.25	\$0.10	\$0.10	\$0.10	\$29.88
8001-completion	90%	\$21.50	\$5.15	\$2.50	\$2.05	\$0.66	\$0.25	\$0.10	\$0.10	\$0.11	\$32.61



IBEW

INSIDE CONSTRUCTION AGREEMENT

BY AND BETWEEN
THE CENTRAL ILLINOIS CHAPTER (NECA)
AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS,
LOCAL #34

For the Period
August 8, 2003 through February 28, 2006

For More Information Contact:

Mr. Mark Kawolsky
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Local #34, IBEW
Geographical Jurisdiction
by Counties & Townships

Peoria Division

Peoria County - All

Tazewell County - All

Stark County - West Jersey, Essex and Valley Townships

Marshall County - Saratoga, Whitefield, Henry, Steuben,
Laprairie, Hopewell, Lacon and Richland Townships.

Fulton County - Fairview, Farmington, Joshua, Canton, Orion,
Putnam, Buckheart, Banner, Farmers, Bernadotte,
Lewistown, Liverpool, Vermont, Pleasant, Isabel,
Waterford, Astoria, Woodland, and Kerton Townships

Woodford County - Partridge, Cazenovia, Spring Bay, Worth,
Metamora, Cruger, Olio, and Montgomery Townships

Mason County - Quiver, Forrest City, Manito, Havana, Sherman,
Pennsylvania and Allen Grove Townships

Galesburg Division

Knox County - All

Warren County - All

Henderson County - All

Mercer County - Ohio Grove, Suez, North Henderson Townships

McDonough County - Blandinsville, Prairie City, Emmet,
Tennessee, Scotland, Sciota, Bushnell, Macomb,
Colchester, New Salem, Walnut Grove, Hire, Mound,
and Chalmers Townships

Fulton County - Union, Lee, Cass, Ellisville, Deerfield,
Young, Hickory and Harris Townships.

Quincy Division

Adams County - All

Brown County - All

Hancock County - All

Pike County - All

Schuyler County - All

McDonough County - Lamoine, Bethel, Industry,
Eldorado Townships

