

# PRINCIPAL AGREEMENT

By and Between

**The Electrical Contractors' Association  
of City of Chicago**

and

**Local Union No. 134  
International Brotherhood of  
Electrical Workers**

Dated August 25, 1921

As amended to

June 6, 2021



Chicago and Cook County  
Chapter NECA



Local Union #134  
IBEW



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## **Principal Agreement**

### **AGREEMENT**

Agreement by and between the ELECTRICAL CONTRACTORS' ASSOCIATION OF CITY OF CHICAGO and LOCAL UNION NO. 134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

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

As used hereinafter in this Agreement, the term "Association" shall mean the Electrical Contractors' Association of City of Chicago and the term "Union" shall mean Local Union No. 134, I.B.E.W. The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

### **PREAMBLE**

This Agreement is entered into to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Employee in this trade, and to prevent waste and unnecessary and avoidable delays and expense, and for the further purpose of at all times securing for the Employer sufficient skilled Employees and so far as possible to provide for labor continuous employment; such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, that stable conditions may prevail in building construction, that building costs may be as low as possible consistent with fair wages and conditions of employment and to further establish the necessary procedure by which these ends may be accomplished.

### **BASIC PRINCIPLES**

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

### **DECLARATION OF PRINCIPLES**

- I. There shall be no limitations as to the amount of work a man shall perform during his working day.
- II. There shall be no restrictions of the use of machinery, tools or appliances.
- III. There shall be no restriction of the use of any raw or manufactured material, except prison made. With reference to Principles I and II above, no Employee shall be required to use tools or materials that do not meet with the requirements of Article II, Section 2.08 of this Agreement.
- IV. No person shall have the right to interfere with Employees during working hours.
- V. The use of Apprentices shall not be prohibited.

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- VI. The General Foreman or Foreman shall be the Agent of the Employer.
- VII. The Employee shall demand and receive the wages agreed upon by the Electrical Joint Arbitration Board in this trade under all circumstances.
- VIII. The Employer is at liberty to employ Journeymen Wiremen in accordance with the terms of the Referral Procedures as provided in Article IV herein.
- IX. The Employer is at liberty to discharge whomever he sees fit for proper causes as provided for in this Agreement.
- X. The Electrical Industry Drug-Free Alliance, a subcommittee of the Electrical Joint Arbitration Board, has been established to address the problem of drug and alcohol abuse in the electrical industry. The Drug-Free Alliance policy is by reference a permanent part of this agreement.
- XI. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.
- XII. The Employer and the Union agreed that they will not discriminate against any employee because of race, color, religion, sex, national origin, disability, handicap, marital status, parental status, military discharge status, or any other basis protected by law.

## **SCOPE OF WORK**

The Employers recognize the IBEW, Local 134 as having jurisdiction over the installation, operation, maintenance, service and repair of all electrical wiring and electrical equipment used in the construction, alteration, maintenance, service and repair of buildings, structures, bridges, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airport, mines, all electrical raceways (of whatever form) for electrical and fiber optic wires and cables, including electrical and fiber optic cable work associated with heating, ventilation, fire and smoke alarm, and other life safety and security systems, and such other work as by custom has been performed by members of Local 134, IBEW when determined to be within the Inside branch, IBEW. All electrical work, including off-site fabrication of electrical materials and equipment, and ancillary work thereto, as defined in this Section and all equipment, tools, supports, materials, and temporary light and power works used to accomplish such electrical work (excluding the delivery of any of the foregoing from off the site to the ground level delivery area at the site, and the movement of heavy machinery/equipment) shall be performed by Employees covered by this Agreement. All chasing, channeling, opening and closing of places for electrical work to be installed shall be performed by Employees under the terms of this Agreement. The handling and moving of all electrical materials, motors, apparatus, etc. at the job site (excluding the delivery from off the site to the ground level delivery area at the site and the movement of heavy machinery/equipment) shall be performed by Employees covered under this Agreement.

## **DEFINITIONS**

Therefore, with the Preamble and Declaration of Principles as part of and fundamental to this Agreement, the Electrical Contractors' Association of City of Chicago, party of the first part, and Local Union No. 134, I.B.E.W. of Chicago, affiliated with the AFL-CIO, party of the second part, hereby agree that there shall be no lockout by the party of the first part, or strikes, stoppage or the abandonment of the

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work either individually or collectively by concerted or separate action by the party of the second part save as hereinafter provided.

Definitions: The word or words used herein refer to and are defined as follows:

"Association," "Contractor," or "Employer," refer to the members of the Electrical Contractors' Association of City of Chicago and/or other Employers eligible to participate. The Employer who is properly qualified as such shall be a person, firm, or corporation whose main business is fully identified with the electrical contracting industry and who is further qualified by experience, knowledge of the industry, ability to provide and maintain a wage and fringe benefit bond and to meet all payroll requirements on a timely basis, maintains a place of business, is signatory to the Principal Agreement negotiated between the Electrical Contractors' Association of City of Chicago and Local Union 134, I.B.E.W., employing not less than one (1) Journeyman Wireman and holds themselves out to the public as being engaged in the electrical contracting industry. Employers not in the electrical construction industry shall not become parties to the Principal Agreement nor to the terms and conditions in it which are unique to the electrical construction industry.

"Union" refers to Local Union No. 134, International Brotherhood of Electrical Workers.

"Agreement" refers to the standard form of agreement as used between the Electrical Contractors' Association of City of Chicago and Local Union No. 134, International Brotherhood of Electrical Workers.

"Principal Agreement" refers to written agreements entered into between the parties hereto since August 11, 1903, and under which, from custom and usage, other Employers and their Employees, members of the Union, are eligible to operate.

"Party" or "Parties" refer singularly to the Association or Union, and jointly to the Association or Union collectively.

"Electrical Joint Arbitration Board" or "Board" refers to the Arbitration Board composed of members of the Association and Union.

"Joint Conference Board" refers to a Joint Conference Board composed of members of the Construction Employers' Association of Chicago and members of the Chicago and Cook County Building and Construction Trades Council.

"Electrical Joint Apprenticeship and Training Trustees" refers to a group of eight members, four representing the Association and four representing the Union.

"Electrical Insurance Trustees" refers to a Board of Trustees who administer the Insurance Agreement and the Pension Agreement entered into between the parties hereto on June 24, 1930, and October 7, 1949, respectively, and is a group of ten members, five representing the Association and five representing the Union.

"Employee" or "Employees" refers to Journeyman, General Foreman, Foreman, or Apprentices working for a contributing Employer who is issued a Form W-2 by that Employer for purposes of Federal payroll taxes.

"O & M" refers to the Addendum to the Agreement between the parties hereto which covers the miscellaneous Employees of Employers who operate under the Principal Agreement.

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“Industrial Maintenance Market Recovery Addendum” refers to the Addendum to the Agreement between the parties hereto which covers mutually agreed upon site specific industrial facilities, excluding National Maintenance Agreement sites.

“Energy Retrofit Market Recovery Addendum” refers to the Addendum to the Agreement between the parties hereto which covers lighting retrofit installations.

“MPEA Trade Show Addendum” refers to the Addendum to the Agreement between the parties hereto shall apply to all electrical work associated with the installation, operation, and dismantling of trade shows, conventions, and events at McCormick Place and Navy Pier.

"National Electrical Benefit Fund" refers to a fund established between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers to provide pensions to Employees represented by the International Brotherhood of Electrical Workers.

"Employer Working with Tools" All contractors who sign this agreement must employ one or more Journeymen. An owner shall be allowed to work with the tools until he employs four (4) employees. Thereafter, no owner, partner or financial affiliate shall work with the tools at any time. This shall not be construed to prevent the above persons from loading materials from the warehouse to the truck, from a truck to the job or from the truck to the warehouse.

## **EFFECTIVE DATES - CHANGES**

This Agreement between the above parties, as amended, shall take effect June 5, 2017, and shall remain in effect through June 6, 2021. However, the rate of wages shall be subject to review on sixty (60) days written notice from either party to the other and any change brought about as a result of such review shall become effective the first day of the pay period of the month following the expiration of such sixty (60) days notice, unless the Electrical Joint Arbitration Board determines a different effective date.

This Agreement shall continue in full force and effect after June 6, 2021, subject to amendment or cancellation in the manner herein provided. If amendment is desired, the contents of the amendment shall accompany a sixty (60) days written notice prior to June 6, 2021 or any May 31 thereafter, by either party to the other, and any differences between the parties concerning the amendment shall be dealt with as per Article I. If cancellation is desired, the reason for cancellation shall be duly set forth in a like sixty (60) days notice in order that the delegated representatives of the parties may, during such period, endeavor to settle the issues occasioning the notice to cancel, together with other issues which may be introduced by the parties in their negotiations. In the event of failure of the parties to renew this Agreement or negotiate a new one within the sixty (60) day period provided by the cancellation notice, the parties may extend their negotiations, submit their differences to arbitration as per Article I or recognize the expiration of their contractual relations.

Amendments by mutual agreement of the Electrical Joint Arbitration Board may be made at any time during the term of this Agreement.

## **ARTICLE I**

### **Grievance Process - Arbitration - Electrical Joint Arbitration Board**

**Section 1.01** This is an arbitration agreement and the intention of the parties is that all differences which are not settled through negotiation between the parties must be arbitrated, and there shall be no

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interference with work either by strike or lockout during such arbitration. A majority decision of the arbitrators shall be final and binding on the parties.

**Section 1.02** The parties shall each select five members, each of whom shall serve for one year or until a successor is duly selected, upon an Electrical Joint Arbitration Board, which Board shall meet on the second Monday of January of the current year unless another date is found to be more agreeable to the parties, and select a chairman, vice chairman and appoint a secretary/treasurer.

**Section 1.03** The Electrical Joint Arbitration Board may appoint a committee for each particular case coming before it composed of at least one representative designated by each of the parties to this Agreement, which committee shall within seven (7) days after its appointment, make a survey of the problem under consideration and shall meet with the secretary of the Electrical Joint Arbitration Board by appointment and shall file with him its findings and recommendations in writing. Thereafter, the committee shall have no further authority. Such findings and recommendations shall be reported to the next meeting of the Electrical Joint Arbitration Board, which shall review and may either approve or disapprove such findings and recommendations. Findings and recommendations of the committee shall not establish future precedents.

**Section 1.04** Should the Electrical Joint Arbitration Board fail to settle any matter referred to it, the Board shall select an odd member to sit with them and hear the evidence of the case or cases before them and render their decision thereon which shall be final and binding on the parties hereto.

**Section 1.05** In the event the Electrical Joint Arbitration Board is unable to agree on the selection of the odd member of the Board within ten (10) days from the date it has determined the matter before them can be settled in no other way, then in that event either or both parties may call upon the Director of the Federal Mediation and Conciliation Service for the appointment of the odd member of the Board and the parties hereto agree to be bound by this procedure.

**Section 1.06** Each party shall bear the expense of preparing and presenting its own case to the Electrical Joint Arbitration Board and the expense of the odd member of the Board and any other incidental expenses mutually agreed to in advance shall be borne equally by both parties.

**Section 1.07** In the event of the odd member not being able to continue to serve, a successor shall be selected in the manner as set forth in Sections 4 and 5 of this Article.

**Section 1.08** It is not the intention of this Agreement that the odd member shall take part in wage negotiations except by mutual consent of both parties.

**Section 1.09** No person holding an elective public office shall be eligible to serve upon this Electrical Joint Arbitration Board, and should a member be elected to such office, his membership shall immediately terminate and a successor be selected in the manner herein set forth, subject to waiver by Joint Arbitration Board.

**Section 1.10** Should a member of the Electrical Joint Arbitration Board be unable to serve because of suspension, resignation or any other reason, his successor shall be selected by and from the Association or Union in which he holds membership.

**Section 1.11** The Electrical Joint Arbitration Board shall have full power to enforce this Agreement and to make and enforce working rules for the parties hereto which, in its judgment, is advisable in order to cope with situations with which the parties may be confronted from time to time. In interpreting and enforcing this Agreement, the Electrical Joint Arbitration Board shall have such authority as is necessary

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to correct any violation of this Agreement and to ensure compliance with the terms of this Agreement, including but not limited to, liquidated damages as may be necessary and proper.

**Section 1.12** The Electrical Joint Arbitration Board shall also have full power to construe and interpret this Agreement and to apply it to situations which may seem to not be clearly covered by its terms.

**Section 1.13** The Electrical Joint Arbitration Board shall also have full power to act on proper applications to said Board by any Employer operating in agreement with the Union to consider special cases where in order to increase, stabilize or better the conditions of employment of Employees and the service rendered as covered hereunder, and should seem to the said Board necessary or advisable to make changes in the wage scale or other working rules herein, in order to accomplish same; and in all such cases the Electrical Joint Arbitration Board shall have full power to make such changes and to determine the conditions under which they shall be effective. Such applications made and changes requested may apply to a class or group of similar cases or to a single case. The application form which outlines the procedures for making such application may be secured from the Secretary of the Electrical Contractors' Association of City of Chicago or other Employers eligible to participate under the provisions of this Agreement.

**Section 1.14** The Electrical Joint Arbitration Board reserves the right to audit the books of any Employer working under the Principal Agreement to determine hours worked and wages paid. Where a delinquency is in evidence, the Employees in the employ of the delinquent Employer shall be notified that their benefits are in jeopardy. All action by the Electrical Joint Arbitration Board taken under Article I, Section 11 shall be stated in writing and shall be filed with the Secretary of the Board.

**Section 1.15** The Electrical Joint Arbitration Board shall meet within forty-eight (48) hours after receipt of written notice from either party to the other.

**Section 1.16** Four members of the Board, two from each of the parties, shall be a quorum for the transaction of business but each party shall have the right on a roll call or vote to cast the full vote of its membership and it shall be counted as though all were present and voting.

**Section 1.17** The Electrical Joint Arbitration Board shall have the right to summon Employees employed under this Agreement or Employers signatory to the Agreement as principals or witnesses of a dispute; said summons to be served through the President of the Association or the Business Manager of the Local Union representing said witnesses or principals.

**Section 1.18** Failure on the part of the arbitrators to meet as provided in Article I, Section 3, and to present and maintain a quorum for the consideration of any matter referred to it, as provided in Article I, Section 16, will be a violation of this Agreement on the part of the Association or Union whose members on said Electrical Joint Arbitration Board fail to have present sufficient members to transact business as provided in Article I, the complaining party may then cause the appointment of the odd member of the Board who shall immediately upon his appointment proceed to examine into the records and hear the evidence in the case or cases before him and render his decision thereon which shall be final and binding on the parties.

(a) Grievances must be filed with the Electrical Joint Arbitration within fifteen (15) working days of the occurrence of the grievance to be considered timely and therefore eligible to be heard by the Electrical Joint Arbitration Board.

**Section 1.19** All questions or disputes coming before the Electrical Joint Arbitration Board shall be decided by a majority vote and in accordance with Article I, Section 16.

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**Section 1.20** Should a dispute or grievance arise between the parties or between a member of a firm or an Employee represented by one party and officer or representative of the other party, such dispute or grievance shall, at the request of either party, be submitted in writing to the President of the Association and the Business Manager of the Union and a copy of such request shall be sent to the Electrical Joint Arbitration Board and should the President of the Association and the Business Manager of the Local Union not agree and dispose of the matter within twenty-four (24) hours thereafter, at the request of the complaining party, be taken up by the Electrical Joint Arbitration Board for settlement as speedily as possible.

**Section 1.21** In the event that the party against whom a decision is rendered fails or refuses to comply with the decision within thirty (30) days of its entry, the Electrical Joint Arbitration Board shall be entitled to all costs, including reasonable attorney's fees, incurred in connection with any court proceedings instituted to secure enforcement of the decision. If the decision imposes a monetary award, interest at the rate of 1 ½ % per month shall be added to the award, beginning thirty days (30) days following its entry.

## **ARTICLE II Employer and Union Rights**

**Section 2.01** The duly authorized representatives of either party, if having in their possession proper credentials, shall be permitted to visit jobs during working hours to interview the Employer or the Employee, but they shall in no way interfere with the progress of the work.

**Section 2.02** All work shall be performed by Employees in the most efficient and practical manner either on the job or in the shop of the Employer. Prior to the performance of prefabrication work in the shop, performed by Employees covered by this Agreement, there shall be notification to the job steward on the job for which the materials are intended for installation.

**Section 2.03** The function of the Employer shall be to see that adequate tools and equipment for the preparation and installation of materials are available, also that competent engineering and supervision, plans and specifications, material, apparatus and appliances are provided in such form and quantity as will expedite performance of the work coming under the provisions of this Agreement.

**Section 2.04** It is the essence of this Agreement that Employers and Employees represented by the Union shall undertake to place all electrical installations undertaken and performed respectively by them in a workmanlike manner, in satisfactory operation for the purchaser and for the least possible resultant cost.

**Section 2.05** A subcommittee of the Electrical Joint Arbitration Board composed of one member representing the Employers and one member representing the Union, will hear charges brought against any journeyman by the Administrator of the Referral System wherein said journeyman has excessive quits or discharges (three quits or discharges within a three month period shall be excessive). After hearing the Administrator's charges and the testimony of the journeyman, the subcommittee shall be empowered to issue temporary suspension of referral rights.

**Section 2.06** All electrical work put in or constructed by Employees shall be done in accordance with the ordinance of the City of Chicago or the rules of the Electrical Inspection Department governing same. All Employees shall be held responsible for having their work done in accordance with the above mentioned rules and in a workmanlike manner.

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(a) Journeymen Wiremen shall be required to make corrections on improper workmanship due to failure to inspect and test or due to negligence or incompetence on their own time and during regular working hours unless errors were made by order of the Employer or the Employer's representative.

**Section 2.07** The handling of tools, machinery, appliances and all materials necessary in the performance of the work covered by this Agreement shall be done by Employees covered hereunder.

**Section 2.08** The following is a suggested tool list for Employees in order that they may properly execute the work covered by this Agreement:

1	tool box / tool bag	1	1" x 12" cold chisel
1	electrician's belt	1	scratch awl
1	electrician's pouch	1	center punch
1	4" square screwdriver	1	hex key set
1	6" square screwdriver	1	tap wrench set – 0 to 1/4
1	8" square screwdriver	1	pair tin snips
1	#2 phillips screwdriver	1	9" level
1	8" diagonal cut pliers	1	electrician's hammer
1	8" long nose pliers	1	electrician's knife
1	9" side cut pliers	1	600V ac/dc volt-con tester
2	pair channellock pliers	1	flashlight
1	pair wire strippers	1	fuse puller
1	8" half round file with handle	1	1" x 25' tape measure
1	10" adjustable wrench	1	6' wood folding rule
1	12" hacksaw frame		

**Section 2.09** The Employer shall furnish all required power tools and all necessary locked storage to reasonably protect tools from the weather and vandalism.

**Section 2.10** When any electrical construction job is started on any building to be used for industrial, commercial or manufacturing purposes, it shall be the responsibility of the first man on the job to ascertain from the Employer or his representative the amount of work which has been contracted for and to immediately mail this information to the Business Manager of the Local Union in the form of a letter stating the name of the electrical contractor, the name and location of the job and designating the approximate percentage of electrical construction work not included in said contractor's contract; also his own name and telephone number. The first man on the job and the Steward and the Foreman shall cooperate and keep the Business Manager informed from time to time until it is definitely known the manner in which such non-included work is to be installed.

**Section 2.11** On any electrical construction job that extends beyond 15 working days or employs 3 or more electricians covered under this agreement, the employer shall complete and remit to the Local Union a job start report on a self-addressed stamped post card which shall be supplied by the Local Union.

**Section 2.12** 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.

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**Section 2.13** 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. The MPEA Trade Show Addendum shall be excluded from the operation of this section; further, the terms and conditions contained in the MPEA Trade Show Addendum may not serve as the basis for a claim under Article II, Section 2.13 of this Agreement.

**Section 2.14** An Employer has the right to discharge an Employee for proper cause. An explanation of the reason for such discharge shall be noted on the severance slip furnished to said Employee.

**Section 2.15** The General Foremen and Foremen shall be selected by and be the agents of the Employer and shall see that the terms of this Agreement are enforced and carried out.

**Section 2.16** On each job requiring five (5) or more Employees, there shall be a foreman. His duties shall also include the following: to post the company label, to make final inspection and have faulty work corrected.

**Section 2.17** The following procedures should be used when calling a Foreman by name off the Referral System list. These rules shall be implemented immediately.

(a) In calling a Foreman by name, Contractors will be required to complete a "Contractor Foreman Request Form". The information contained on this form is important to the implementation of the Foreman Provision and will give the Referral System a permanent record of the Foreman Request.

(b) Upon receiving this request form and assuming that the individual meets the qualification of being unemployed and listed as available and ready for work on the appropriate book of the Referral System for five (5) days, the Employee will be immediately referred to the Employer to work as a Foreman. Said Employee shall work as a Foreman for a minimum of one thousand (1000) hours or be terminated.

(c) During the one thousand (1000) hour period of employment, the Foreman who is called by name off the Referral System list shall be required to complete a "Weekly Foreman Report" which will include additional information of job location, job address and names of Employees who are being supervised on the job listed. Once the one thousand (1000) hour minimum has been satisfied, the "Weekly Foreman Report" will no longer be required. It is the strict intention of the "Foreman Call Out Procedure" that the Foreman called off the Referral System list by name will eventually supervise one (1) or more Journeyman Electricians. This Section of the "Foreman Call Out Procedure" will be closely monitored.

(d) A Foreman Call Out Grievance Subcommittee of the Electrical Joint Arbitration Board has been appointed to hear all claims of violations of these procedures. This EJAB sub-committee shall be comprised of one (1) member appointed by the Union and one (1) member appointed by the Association and shall meet within forty-eight (48) hours of any claim that the "Foreman Call Out Procedure" has been violated.

(e) Should the Foreman Call Out Sub-Committee find against the Employee/Employer, the penalties stated below shall apply:

- (1) The Employer shall not be allowed to call a Foreman by name off the Referral System List for a period of six (6) months.

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- (2) The Employee shall immediately be placed at the bottom of the Referral Book for which the Employee qualifies and shall not be allowed to work for the subject Employer for a period of two (2) years.

**Section 2.18** The loaning and borrowing of journeymen between contractors shall not be tolerated. The Joint Arbitration Board recognizes that subcontracts can exist between participating electrical contractors. The Joint Board has agreed upon rules, as stated herein, for these subcontractors to follow. It should be noted that subcontracting (not subject to the following guidelines except for EJAB notification) will be allowed in the event of a bona fide minority participation requirement on a project. All other subcontracting arrangements will be subject to all of the following.

The contractor shall be responsible to provide written notice to the Electrical Joint Arbitration Board of any subcontract with another electrical contractor. This notice shall be required in advance of the beginning of the work. The written notice shall define the type of subcontract i.e., MBE, DBE, WBE, manpower only, manpower and equipment, etc. This notice will include a defined scope of work, and the area and/or type of work for which the subcontractor is responsible. The subcontractor will be responsible to supply separate supervision, separate manpower, and separate tools for the Employees working in the area defined by the scope of work. Upon receipt of written notice, the Joint Arbitration Board will notify the contractor that the subcontract has been approved. Notification will occur within forty-eight (48) hours of receipt.

**Section 2.19** For the purposes of this Agreement each Employee on a joint venture undertaking shall be considered an employee of only one (1) of the individual Employers participating in the joint venture and shall be recognized as having the same employment status with that Employer as if he were employed by him on any other job within the territorial jurisdiction covered by this Agreement.

Employees on the joint venture undertaking cannot be transferred from the employment of one (1) Participating Employer to that of another.

Employees hired for the joint venture shall be assigned by the Administrator to the individual Participating Employer in the following manner:

(a) Employees will be assigned first to the Participating Employer having the least number of Employees on the joint venture until his Employees on the joint venture are equal in number to those of the Participating Employer having the next lowest number of Employees on the joint venture. This procedure shall be repeated until each Participating Employer has an equal number of Employees on the joint venture. Thereafter, when requested to furnish Employees to fill openings on the joint venture job, the Administrator shall assign new Employees in such manner as to preserve as nearly as practical an equal number of Employees on the job for each individual Participating Employer.

(b) Likewise, any reduction of force on the joint venture job shall be apportioned among the individual Participating Employers in such manner as to retain on the job as nearly as practical an equal number of Employees for each such Participating Employer.

(c) Due to the uniqueness of joint venture jobs, it is deemed necessary in order to conduct the job properly that any Employee discharged from a joint venture job shall terminate his right to be re-employed on the joint venture job by the other Employer(s), other than the Employer by whom he was discharged, for the job duration. This limitation applies only to the joint venture job, and not any other jobs the other Employer(s) may be seeking men for, and in accord with Article IV.

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(d) In a MBE, DBE, WBE joint venture job the percentage of Employees will follow the percentage established in the joint venture agreement.

(e) The contractors of a joint venture will provide written notice to the Electrical Joint Arbitration Board of any joint venture in advance of the beginning of the work, and shall be responsible for their own bond and employee benefits.

**Section 2.20** 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 I.B.E.W., other than violations of paragraph 1 of this Section, will be sufficient cause for cancellation of this 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.

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 I.B.E.W. or one of its local unions as the collective bargaining representative of his Employees or any electrical work in the jurisdiction of this or any 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.

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

**Section 2.21** Each Employer in response to the Union's claim that it represents an uncoerced majority of each Employer and Employees acknowledges and agrees that there is no good faith doubt that the Union has been authorized to, and in fact does, represent such majority of Employees. Therefore, the Union is hereby recognized as the sole and exclusive bargaining representative of the Employees now and hereafter employed in the bargaining unit with respect to wages, hours of work and other terms and conditions of employment.

**Section 2.22** 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 2.23** Employers agree to use their best efforts to promote products carrying the union label.

**Section 2.24** Employers shall prominently display on all company vehicles identification signifying them as members of the LMCC/Chicago.

**Section 2.25** The Business Manager of the Union shall have the right to appoint a Steward at his discretion at any shop and/or on any job where Employees are employed under the terms of the Agreement. The Employer shall be notified and furnished the name of the Steward. The Business Manager of the Union shall also have the right to remove a Steward for cause and appoint a successor. Such Stewards shall see that the terms and provisions of this Agreement are being observed at all times. They shall be allowed sufficient time during regular working hours, without loss of pay, by the Employer to attend to their duties as such. However, this shall not be construed as requiring the Employer to place a non-working Steward on any job. Under no circumstances shall Stewards be discriminated against for the faithful performance of their duties as such, nor shall any Steward be removed from the job without notice being given to the Business Manager of the local union.

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**Section 2.26** Provided further, Stewards shall in no case cause a stoppage of work. In any case of trouble on the job which they cannot adjust with the Employer or his designated representative, they must refer such matters to the Business Manager of the Union.

**Section 2.27** The Steward is to remain employed on the job while three or more Employees are employed thereon unless good cause is shown to justify his removal. The Steward shall be responsible with the posting of Union labels.

**Section 2.28** It is understood that a job shall mean any building or group of buildings located in the same area on which buildings the same electrical contractor is performing the electrical work, and if they have multiple contracts on this job site, additional Stewards shall be appointed on that jobsite at the Business Manager's discretion.

**Section 2.29** On all jobs where shift work is in effect, the Business Manager shall have the right to appoint a Journeyman at his discretion as his assistant Steward, whose duties shall be to assist and report to the Steward. None of the above numbered sections in this Article apply to the Assistant Steward.

### **ARTICLE III Hours - Wages - Working Conditions**

**Section 3.01** The regular working day for general foremen, foremen, journeymen wiremen, and apprentices shall consist of eight (8) hours reckoned between 7:00 a.m. and 4:30 p.m., Monday through Friday, except when a designated holiday intervenes. The Employer may change the starting time of any job or shift by one hour earlier.

**Section 3.02** All overtime shall be reported to the local union.

**Section 3.03** All work performed outside the regularly scheduled working hours and on Saturdays up to 3:30/4:30 p.m. (except as otherwise provided herein) shall be paid for at one and one-half times the regular straight time rate of pay. Any hours beyond eight (8) hours worked on Saturday will be paid at double time the regular straight time rate of pay. All work performed after 3:30/4:30 p.m. Saturday to 7:00/8:00 a.m. Monday and on all recognized holidays shall be paid for at double time the regular straight time of pay.

**Section 3.04** The following days shall be recognized as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such. All holidays that fall on Sunday shall be celebrated as such on the following Monday. Work being performed on holidays and/or designated holidays will receive the holiday rate of pay.

**Section 3.05** It is distinctly understood that no construction work shall be done on the first Monday of September, commonly known as Labor Day, except in emergency to preserve life and property and to maintain service to the public.

**Section 3.06** Double the regular straight time rate of pay shall be paid for all work performed on the following designated legal holidays, unless definitely stated otherwise on certain specified work: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days celebrated as such.

**Section 3.07** A regular workweek may be established from Tuesday through Saturday except when a designated holiday intervenes whereby on Saturday one man per shop may be regularly employed on a

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straight time basis eight (8) consecutive hours per day beginning at 7:00 a.m. or 8:00 a.m. and such man may do small jobbing and shop work on the Employer's premises during such hours in order to be available to answer emergency calls.

**Section 3.08** 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 7:00/8:00 a.m. and 3:30/4:30 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 3:30/4:30 p.m. and 12:00 a.m./1:00 a.m. Workmen on the swing shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours work plus 17.3% for all hours worked.

The third shift (graveyard shift) shall be worked between the hours of 11:30 p.m./12:30 a.m. and 8:00/9:00 a.m. Workmen on the graveyard shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours work plus 31.4% for all hours worked.

If a holiday falls during the week, this third shift would actually celebrate the holiday on the third shift the next morning. If required to work this third shift, double the straight time rate of pay shall apply.

An unpaid 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 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.

When employees are reassigned to work either the second or third shift, said employees shall be paid at the greater of the two shift rates for a duration of at least five (5) days.

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

The Employer has the option of changing the starting time of the second shift one hour earlier or three hours later and third shift will remain the same, one hour earlier or two hours later than the shift starting times.

(1) This option can be implemented only after the Employer provides the Business Manager of the local union with a written request from the user or customer or provides a copy of the job specifications verifying the need to change the starting time and permission is granted by the business manager.

(2) When second or third shift starting times are changed the shifts must continue those starting times for at least five (5) days duration.

(3) Employees shall receive the annuity benefit for eight hours on both the second and third shift when a full shift is worked by the employee.

**Section 3.09** On construction maintenance work where a job is being maintained continuously on a twenty-four (24) hour basis by shifts from 12:00 o'clock midnight Sunday until 12:00 o'clock midnight Friday and/or Saturday, the rate of wages shall be as designated for a regular working day as provided in Article III for five (5) scheduled consecutive days to be worked within the above specified hours and within

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the calendar week. All time worked outside of such scheduled hours shall be paid for in accordance with Section 3 of this Article.

A job working three (3) shifts under the shift clause language of this Section must start the first shift 7:00/8:00 a.m. This rotation would require the third shift to work from 11:30 p.m./12:30 a.m. to 7:00/8:00 a.m. the following day. If a holiday falls during the week, this third shift would actually celebrate the holiday on the third shift the next morning. If required to work this third shift, double the straight time rate of pay shall apply.

**Section 3.10** All Employees shall have their time paid from the time of reporting for work and shall be paid not less than four (4) hours' pay for any one day or portion thereof, unless it is through some fault of their own or should a condition arise over which the Employer has no control, also when employed on jobbing maintenance and repair work when they shall be paid only for the time worked and going to and returning from the job to the shop.

**Section 3.11** When Employees are directed to report to a job and do not start work due to inclement weather, they shall receive two (2) hours' pay unless notified by the Employer or his representative before leaving home on that morning.

**Section 3.12** When men have left the premises after having completed their regular day's work and are called back to work, they shall receive a minimum of four (4) hours' pay at the established rate, time to start when men are called and continue until they return. When the time to care for the call extends beyond the Employee's starting time of the next regular working day, then in that event the straight time rate shall apply during such regular working day.

**Section 3.13** Wages shall be paid not later than 4:30 p.m. on Thursday of each week for all time worked up to 8:00 a.m. the preceding Monday. When a holiday occurs within the regular workweek, payday may be extended by one day. When Employees are laid off or discharged, they shall be paid in full immediately. Employees shall be paid by check on the job, or at the office of the Employer, provided Employees are allowed time necessary to reach the office. If the Employee is not physically available and on the job, the paycheck and severance notice are to be mailed to his home address without delay by certified mail, return receipt requested. The Employer may implement a direct deposit plan which shall be mandatory for all employees. In the event that direct deposit is not possible the Employee and the Employer shall work together to reach a mutually agreed solution for the payment of wages each week.

**Section 3.14** No transportation expense or traveling time, before or after working hours, shall be paid to Employees for traveling to and from any job within the territorial jurisdiction (Cook County, Illinois) covered by this Agreement when Employees are ordered to report to the job.

**Section 3.15** When Employees are sent to work outside the jurisdiction covered by this Agreement, all transportation and mileage expense incurred by the employee must be paid by the Employer at the Internal Revenue Service guideline rate. All room and board must be paid by the Employer if men are required to remain away from home overnight.

**Section 3.16** All Employees shall report to their designated job assignment prepared to start work at a designated starting time. If required by his Employer or Foreman to go to the Employer's shop or to a supply store for material or other purposes, he shall report at the place designated at designated starting time, the same as going to the job location as directed.

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**Section 3.17** In the event the Employee is unable to report to the designated job location, he shall at the earliest possible time so inform his Employer or Employer's representative, otherwise he shall be deemed to be an absentee.

**Section 3.18** Effective June 5, 2017 through June 3, 2018 the rate of wages for Journeymen Wiremen shall be \$47.40 per hour.

Effective June 4, 2018 through June 2, 2019 the total Wage and Fringe Benefit Package will be increased by \$2.55 per hour. This increase shall be allocated by the Electrical Joint Arbitration Board.

Effective June 3, 2019 through May 31, 2020 the total Wage and Fringe Benefit Package will be increased by \$2.55 per hour. This increase shall be allocated by the Electrical Joint Arbitration Board.

Effective June 1, 2020 through June 6, 2021 the total Wage and Fringe Benefit Package will be increased by \$2.55 per hour. This increase shall be allocated by the Electrical Joint Arbitration Board.

**Section 3.19** The rate of wages for Foremen shall be \$3.00 more per hour than the regular Journeymen Wiremen rate of pay.

**Section 3.20** The rate of wages for General Foremen shall be \$6.00 more per hour than the regular Journeymen Wiremen rate of pay.

**Section 3.21** The rate of wages for Apprentices shall be in percentages of the Journeyman Wireman Rate. All percentage increases for apprentices are based upon the On the Job Training (OJT) hours accrued for successful completion of related instruction. The following rate of wages for the OJT requirement of the apprentice program will prevail:

Period	Elapsed Time	OJT Hours	Wages	Related Training
1st	N/A	1000	40%	Satisfactory Progress
2nd	N/A	1000	45%	1st yr. school completed
3rd	6 months	750	50%	Satisfactory Progress
4th	6 months	750	55%	2nd yr. school completed
5th	6 months	750	60%	Satisfactory Progress
6th	6 months	750	65%	3rd yr. school completed
7th	6 months	750	70%	Satisfactory Progress
8th	6 months	750	75%	4th yr. school completed
9th	6 months	750	80%	Satisfactory Progress
10th	6 months	750	90%	5th yr. school completed

Thereafter, upon successful completion of the On the Job Training and related instruction, the Journeyman Wireman rate shall apply.

NOTE: Apprentices in the first six (6) months and last six (6) months of their last year of apprenticeship will attend night seminars. This is a compulsory requirement.

**Section 3.22** The Employee has the option to designate a dollar amount to be deducted from the Employee's gross earnings and remitted weekly to the Employee's electrical industry credit union account by the Employer.

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**Section 3.23** Effective June 5, 2017 through June 3, 2018, the Employer shall contribute an amount equal to 52.270% of the Gross Productive Electrical Labor Payroll of Employees to cover the following fringe benefits: Health and Welfare, Local Pension, Apprenticeship and Training Contribution, and the Labor Management Cooperation Committee of Chicago. This percentage contribution made to the Electrical Insurance Trustees will be based upon the Journeymen scale for all classifications of labor excluding apprentices; the percentage contribution for apprentices will be based on the actual rate of wages being paid.

**Section 3.24** The Employer shall contribute \$5.52 per hour for each hour worked into the Annuity Plan for Journeymen Wiremen, Foremen, and General Foremen.

**Section 3.25** Effective June 5, 2017 through June 3, 2018 the Employer shall contribute an amount per hour for each hour worked into the Annuity Plan for Apprentices based on the following schedule in accordance with Article III, Section 3.21:

Percentage of Journeyman Wages	Annuity Contribution
40%	\$4.17
45%	\$4.28
50%	\$4.40
55%	\$4.51
60%	\$4.62
65%	\$4.73
70%	\$4.85
75%	\$4.96
80%	\$5.07
90%	\$5.30

**Section 3.26** Effective June 5, 2017, all Employers covered by this Agreement shall contribute \$.08 per hour worked for each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The moneys 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 Electrical Contractors' Association of City of Chicago and not the Local Union.

(a) The Administrative Maintenance Fund will be solely administered by the Electrical Contractors' Association of City of Chicago and shall not be used in any manner detrimental to the Local Union or the IBEW.

**Section 3.27** The Employer agrees to deduct and forward to the Electrical Insurance Trustees, 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, Article X. Such amount shall be certified to the Employer by the Local Union upon request by the Employer. The Electrical Insurance Trustees' sole obligation shall be to forward working dues received from the Employer to the Financial Secretary of the Local Union. The Electrical Insurance Trustees shall have no authority or obligation to collect delinquent working dues.

**Section 3.28** It shall be the responsibility of the Employee to pay all assessments and basic dues as approved in the Local Union By-Laws.

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**Section 3.29** The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Employer for the purpose of complying with Article III, Section 3.27 of this Agreement.

**Section 3.30** The percentages to cover contributions may be adjusted periodically by the Electrical Insurance Trustees on the basis of experience subject to the approval of the Electrical Joint Arbitration Board.

**Section 3.31** All contractors who sign this Agreement must employ one or more journeymen. No owner, partner, or financial affiliate shall work with the tools at any time. This shall not be construed to prevent the above persons from loading materials from the warehouse to the truck, from a truck to the job or from the truck to the warehouse.

**Section 3.32** Employees on payroll reports submitted to the Electrical Insurance Trustees must be employed by the Participating Employer and signatory to the Principal Agreement. Employers cannot contribute to the Trustees on behalf of leased Employees or Employees of a Professional Employer Organization.

**Section 3.33** If an Employer employs an Employee who is related to one of the owners of the Employer as a child, parent, sibling, in-law or spouse of either such owner or the owner's spouse, the Employer shall pay wages and make fringe benefit contributions on behalf of such Employee on a full-time basis of not less than 40 hours per week for 48 weeks per calendar year; unless the Employer can demonstrate to the satisfaction of the Trustees that the Employee actually worked fewer hours, in which case the Trustees may determine that additional contributions need not be paid on behalf of that relative beyond the hours they determined were actually worked.

The Electrical Insurance Trustees are also authorized to require such full-time wages and fringe benefit contributions by the Employer on behalf of an Employee who exercises significant control over the management and/or operation of the Employer's business, unless the Employer can demonstrate to the satisfaction of the Trustees that the Employee does not exercise such control.

This Section 3.33 shall not be deemed to require additional wages and fringe benefit contributions on behalf of a relative who, in the absence of such contributions, does not qualify for any welfare benefits under a plan of benefits maintained by the Trustees.

**Section 3.34** "Gross Productive Electrical Labor Payroll" is defined to mean total wages paid for all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor agreement. Gross payroll includes all wages paid including overtime premium pay computed at the rate established for each classification of electrical labor. No portion of wages shall be excluded from Gross Productive Electrical Labor Payroll. This definition has been the basis for payment to the National Electrical Benefit Fund and its adoption in the local Agreement is intended to eliminate confusion, facilitate computation and effectuate savings for the Employer.

**Section 3.35** The Payroll Report for Participating Employers and a single check payable to Electrical Insurance Trustees covering the Employer's contribution for fringe benefits and the deduction made from the wages of Employees shall be sent monthly to the address as stated in Article XVII, Section 17.01 (a) of this Agreement.

**Section 3.36** The Electrical Insurance Trustees are authorized and empowered to make the required allocation of the amount received among the various trusts.

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**Section 3.37** The Employer agrees that it shall not constitute a violation of this Agreement for the Union to remove the workmen employed by an Employer who is delinquent in wage and fringe payments due under the terms of this Agreement. In the event the Employer desires to rehire the Employees removed for this reason, he must pay each Employee for all lost time due to this delinquency.

Any Employer who is part to this Agreement who is found to be delinquent in his payments with reference to wages, check off of authorized credit union deduction, contributions required by the Agreement to be made to the Electrical Insurance Trustees and to N.E.B.F., shall be subject to immediate cancellation of the Agreement, after the Employer has been sent one (1) warning notice in writing. Such cancellation shall not be determined as a strike, walkout or stoppage of work and is subject to approval of the International President of the I.B.E.W.

**Section 3.38** Individual Employers who are delinquent in the payment of wages and/or fringe benefits due Employees shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union provided that the individual Employer fails to show satisfactory proof that the required payments have been paid.

**Section 3.39** The failure of an individual Employer to comply with the above provisions shall constitute a breach of this Agreement.

## **ARTICLE IV Referral Procedure**

**Section 4.01** In the interest of maintaining an effective 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 4.02** The Union shall be the sole and exclusive source of referral of applicants for employment.

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

**Section 4.04** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulation, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**Section 4.05** The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

**GROUP I** All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the 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

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

Note: The reference to electronically registered and electronically notified shall be done via the ERTS system already in place. Group I would start at the member's home local. When a member request Group I status in a new local the Business Manager of that new local would verify that the member meets the requirements as stated in the Category I language (no change). Notice would be sent to the new local ERTS administrator by the Business Manager, to enter the member as Group I in the new local. ERTS would then send notice to the former local and the member would sign off saying that he desired to move his Group I status and doing so voluntarily request removal from his former place on Group I at the former Group I local. The Business Manager shall notify the employer of an employee whose group status changes under this provision.

**GROUP II** All applicants for employment who have four (4) or more years experience in the trade and who have passed a Journeyman Wireman examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as 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 of this Agreement.

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

**Section 4.06** In all shops employing five (5) or more journeymen, if available, every 5th journeyman shall be 50 years of age or older.

**Section 4.07** 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 be the status of "temporary Employees".

**Section 4.08** 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 4.09** "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured in the County of Cook.

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 this Agreement applies.

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**Section 4.10** "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 4.11** "Examinations". An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted 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 4.12** 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 4.13** 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 4.14** An applicant who is hired and who received, through no fault of his own, work of eighty (80) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**Section 4.15** Any employee working a reduced work week for longer than a two consecutive week period, shall be entitled to receive a severance of employment for reduction in force (RIF).

**Section 4.16** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group.

**Section 4.17** The only exceptions which shall be allowed in this order of referral are as follows:

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

(b) The age ratio clause in the Agreement calls for the employment of an additional Employee or Employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

**Section 4.18** 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 4.19** 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 Article IV, Section 4.04 through 4.17 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

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add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with this Agreement.

**Section 4.20** 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 4.21** 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 4.22** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**Section 4.23** When making reductions in the number of Employees due to lack of work, Employers shall use the following procedures:

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

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Article IV, Section 17 (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.

(d) Upon layoff or discharge of any employee, the employer shall fax or mail a copy of the severance notice to the Referral Office at:

Local Union #134, IBEW Referral Office  
600 West Washington Blvd.  
Chicago, IL 60661  
Phone – (312) 466-8300  
Fax – (312) 466-8313

## ARTICLE V Apprenticeship and Training

**Section 5.01** Apprentices shall be defined as persons having been registered as such and bound by agreement to an Employer as per the Apprenticeship Standards, which Standards have been adopted by the parties to this Agreement. Such apprentices shall work under the direct supervision of Journeymen Wiremen for the agreed period of training and shall receive in addition to instruction and training in this trade, compensation as provided for in Article III of this Agreement.

**Section 5.02** There shall be the Electrical Joint Apprenticeship and Training Committee consisting of five (5) members representing the Electrical Contractors' Association of City of Chicago and five (5) members representing Local No. 134. The committee shall make local standards in conformity with the National Apprenticeship and Training Standards for the Electrical Contracting Industry governing the

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selection, qualifications, education and training of all Apprentices. It shall also be responsible for training journeymen and others. These local standards will be promptly agreed upon by the parties to this Agreement and shall be registered with the National Joint Apprenticeship and Training Committee and the appropriate state or federal apprenticeship registration agency.

**Section 5.03** Members of the Electrical Joint Apprenticeship and Training Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Association and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A committee member may succeed himself.

**Section 5.04** The Committee shall select from its membership a chairman and a vice chairman, but not both from the same group, and a secretary, who shall retain voting privileges.

**Section 5.05** The Committee shall meet at least once a month and also when called by the chairman.

**Section 5.06** The Committee shall supervise all matters involving apprenticeship and training in conformity with the provisions of this Agreement and the registered local Apprenticeship Standards. In case of a deadlock, the matter in dispute shall be referred to the parties to this Agreement for settlement. Any proposed change in this Agreement pertaining to apprenticeship and training should first be considered by the Committee for its recommendation before being acted upon by the parties to this Agreement.

**Section 5.07** The Committee may establish or authorize a Joint Subcommittee to be similarly constituted and selected for authorized training programs other than apprentice training programs.

**Section 5.08** The Committee is hereby instructed and authorized to employ a full-time Training Director at such time as is possible and practical. The Committee shall delegate to the Director that responsibility and authority deemed necessary by the Committee.

**Section 5.09** In order to provide diversity of training or work opportunities, the Committee shall have the full authority to transfer apprentices from one job or Employer to another.

**Section 5.10** All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures. An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

**Section 5.11** There shall be a minimum of six periods of apprenticeship. The first two periods, consisting of one thousand On the Job Training hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours of On the Job Training and an additional year of related classroom training. The six periods are as follows:

## Principal Agreement

Period	OJT Hours	Related Training
1	0 - 1000	Satisfactory Progress
2	1000 - 2000	1st Year School Completed
3	2000 - 3500	2nd Year School Completed
4	3500 - 5000	3rd Year School Completed
5	5000 - 6500	4th Year School Completed
6	6500 - 8000	5th Year School Completed

**Section 5.12** The Committee is authorized to and shall indenture sufficient new apprentices to provide for the availability of a total number of apprentices in training area not to exceed a ratio of one apprentice to three Journeyman Wiremen who are normally employed under the terms of this Agreement.

An individual Employer shall employ only indentured apprentices secured from the Committee. No Employer is guaranteed any specific number of apprentices. The Committee will determine whether or not any individual Employer is entitled to an apprentice as well as the total number of apprentices to be assigned to that Employer.

The Committee shall allow each qualified Employer a ratio of one indentured apprentice to three Journeymen Wiremen when such apprentices are available. This ratio is to be interpreted to allow the following apprentice to Journeyman relation on any job or in any shop:

1	Journeyman to	1	Apprentice			
1	Journeyman to	1	Apprentice	to	1	First Year Apprentice *
2	Journeymen to	1	Apprentice	to	1	First Year Apprentice
3	Journeymen to	1	Apprentice	to	1	First Year Apprentice
4	Journeymen to	2	Apprentices	to	1	First Year Apprentice
4	Journeymen to	2	Apprentices	to	2	First Year Apprentices
etc.						

\* Denotes apprentice in his/her probationary period (1st or 2nd period.)

The first person on a job shall be a journeyman.

A first year apprentice, as used above, may be an indentured apprentice in his/her probationary period.

First year apprentices may perform all tasks assigned by a General Foreman, Foreman, and/or Journeyman; however, they shall not work on or near live voltage circuits or systems.

If unable to furnish a first year indentured apprentice in accordance with the allowable ratio, the JATC shall assign the next available apprentice.

If the supply of apprentices (3rd through 6th period) is exhausted, then first or second period apprentices may be used on a temporary basis to fulfill the apprentice ratio until successive period apprentices become available to replace them.

A program shall be instituted to assure the effectiveness of these ratios on a local level.

**Section 5.13** An apprentice shall be under the direct personal supervision of a Journeyman Wireman at all times. Journeymen are not required to constantly watch the apprentice but are to lay out the work required and permit the apprentice to perform the work on his/her own. Journeymen are permitted to leave

## **Principal Agreement**

the immediate work area without being accompanied by the apprentice. Only a sixth period apprentice shall be permitted to work alone on any job without supervision of a Journeyman Wireman.

**Section 5.14** The parties to this Agreement shall be bound by the Electrical Joint Apprenticeship and Training Trust Fund Agreement which conforms 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 authorized to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be disbursed in accordance with this Trust Agreement.

**Section 5.15** It is the understanding of the parties to this agreement that the funds contributed by signatory employers to the Electrical Joint Apprenticeship and Training Trust (EJATT) will not be used to train apprentices or journeypersons who will be employed by employers in the industry not signatory to a Collective Bargaining Agreement providing for contributions to the EJATT. Therefore, the EJATT Trustees shall adopt and implement a Scholarship Loan Agreement Program which will require apprentices and journeypersons employed by signatory employers to repay the cost of training either by service following training within the union sector of the industry or by actual repayment of the cost of training if the individual goes to work for a non-signatory employer in the Industry. The cost of training shall include the reasonable value of all EJATT and Electrical Joint Apprenticeship and Training Committee (EJATC) materials, facilities, and personnel utilized in training. If the EJATC does not implement the Scholarship Loan Agreement, the EJATC shall be prohibited from utilizing the EJATT materials and programs.

## **ARTICLE VI National Electrical Benefit Fund**

**Section 6.01** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

**Section 6.02** 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 the appropriate local collection agent.

**Section 6.03** 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.

## **Principal Agreement**

### **ARTICLE VII Industry Fund**

**Section 7.01** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each Local Chapter and approved by the Trustees, with the following exclusions:

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

2. One Hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

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

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

### **ARTICLE VIII Labor Management Cooperation Committee of Chicago**

**Section 8.01** The parties have agreed to establish a Labor Management Cooperation Committee of Chicago referred to as the LMCC Chicago beginning June 5, 1990. The Employer agrees to contribute an amount as allocated from the wage and fringe benefit package by the Electrical Joint Arbitration Board each year.

### **ARTICLE IX National Labor Management Cooperation Committee**

**Section 9.01** The employer agrees to contribute an amount allocated from the wage and fringe benefit package by the Electrical Joint Arbitration Board each year for the National Labor Management Cooperation Committee.

### **ARTICLE X Safety**

**Section 10.01** Pursuant to the OSHA Safety and Health Standards for the Construction Industry, (29 CFR 1926/1910), §1926.20(b)(1) and §1926.21(b)(2), it shall be the responsibility of the employer to initiate and maintain such programs as may be necessary to instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury.

## **Principal Agreement**

**Section 10.02** The General Foreman or Foreman shall report to the Union and the Employer any accident which occurs upon the work over which he has direct supervision.

**Section 10.03** Whenever an accident occurs in which the employer is required to submit an accident investigation form to an insurance company, the employer shall send a copy of the report to:

Joint Safety Committee  
c/o Local Union #134 IBEW  
600 West Washington Blvd.  
Chicago, IL 60661

The Union agrees that these accident reports will be kept strictly confidential.

**Section 10.04** As a safety measure to life, two or more Journeymen Wiremen must be employed on energized conductors or equipment charged with 250 Volts or more. Journeymen shall be used in assisting a Journeyman Wireman while splicing cable. Cable Splicers shall not be used in assisting a Journeyman while Splicing cable. Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two (2) conductors or between any conductor or ground unless assisted by (1) Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volts.

**Section 10.05** Only certified Employees shall be permitted to use powder actuated tools.

**Section 10.06** There shall be a Joint Safety Committee consisting of three (3) members representing the Association and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the Employees.

It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties of this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of its current Committee members.

Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Employer and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

## **ARTICLE XI Substance Abuse**

**Section 11.01** The Electrical Joint Arbitration Board recognizes that the dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry as it relates to safety and productivity are significant. The Board resolves to combat chemical abuse in any form through the Electrical Industry Drug-Free Alliance program. The Board also agrees that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and

## **Principal Agreement**

regulations, procedural safeguards, scientific principles and legitimate interests of privacy and confidentiality. The Electrical Joint Arbitration Board reserves the right to change or modify any section of the drug testing policy and procedures. The Board also recognizes that funding for this program will be borne by the employers. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the Electrical Industry Drug-Free Alliance policy.

### **ARTICLE XII Code of Excellence**

**Section 12.01** The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

### **ARTICLE XIII Separability Clause**

**Section 13.01** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

### **ARTICLE XIV Jurisdictional Disputes - Joint Conference Board**

**Section 14.01** A Joint Conference Board has been created by agreement between the Construction Employers' Association of Chicago and the Chicago and Cook County Building and Construction Trades Council of which the Association and Union are members for the purpose of resolving jurisdictional disputes which may arise involving other trade unions affiliated with the Chicago and Cook County Building and Construction Trades Council. It is hereby agreed by the parties that they will recognize the authority of said Joint Conference Board, as provided herein, and that its decision except as provided in Section 3 hereof shall be final and binding upon them.

**Section 14.02** Should a jurisdictional dispute arise between either party to this Agreement and some other body of Employers or Employees, which dispute the parties are unable to adjust or settle, said dispute shall immediately be referred to the Joint Conference Board. Should same not be so referred by either or both of the interested parties, the Joint Conference Board may, upon its own initiative, or at the request of others interested, take up such dispute and decide same, and its decision, except as provided in Article VI, Section 3 herein, shall be final and binding upon the parties hereto. Jurisdictional disputes between the Union and another Union affiliated with the Chicago and Cook County Building and Construction Trades Council shall be settled in the same manner described above. There shall be no abandonment of the work pending such settlement.

**Section 14.03** Decisions as to jurisdictional claims rendered by the Joint Conference Board shall be only for the specific job under consideration. Such decisions shall be subject to appeal under conditions determined by the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations for the determination of trade claims.

## **Principal Agreement**

### **ARTICLE XV Non-Discrimination Clause**

**Section 15.01** The Association and the Union agree and hereby reaffirm their commitment not to discriminate or permit discrimination against any Employee because of race, creed, color, sex or national origin, and further agree not to discriminate or permit discrimination because of age (as is prohibited by the Age Discrimination Act of 1967).

**Section 15.02** The parties agree that Employers shall fully comply with their obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994, Public Law 103-353 (USERRA).

**Section 15.03** An Employer reemploying a person who enjoys veterans' rights under USERRA shall provide written notification to the Electrical Insurance Trustees within 30 days after the date of such reemployment. An Employer who fails to provide timely notification pursuant to this section shall be liable for all damages caused by such failure.

### **ARTICLE XVI Wage and Fringe Benefit Performance Bond**

**Section 16.01** The Employer shall furnish two bonds, each with corporate surety, one to guarantee the payment of wages and working dues with the Union as "obligee" and the other to guarantee the payment of fringe benefit contributions with the Electrical Insurance Trustees as "obligee." The wage bond shall be on a standard form provided by the Union (an example is included in Appendix A of this Agreement); the fringe benefit bond shall be on a standard form provided by the Electrical Insurance Trustees (an example is included in Appendix B of this Agreement). The penal sum for contributions payable to the Electrical Insurance Trustees as obligee shall be Ten Thousand Dollars and 00/100 (\$10,000) for each covered Employee of the Employer for all fringe benefit contributions to the obligee and any liquidated damages assessed thereon. The wage bond shall provide for full payment of net wages and working dues to a maximum of four weeks of wages and working dues.

**Section 16.02** The Union is authorized to reject any wage bond it deems substandard. The Electrical Insurance Trustees are authorized to reject any fringe benefit bond they deem substandard.

**Section 16.03** Each bond shall further provide that it may not be terminated without thirty (30) days prior written notice to the Union, the Electrical Insurance Trustees and the Employer.

### **ARTICLE XVII Wage and Fringe Benefit Checks - Delinquency Collection Policy**

**Section 17.01** Employers who fail to have sufficient funds in the bank to cover checks issued to Employees for wages and checks issued to the Electrical Insurance Trustees for contributions will be penalized by the Electrical Joint Arbitration Board.

(a) Due Date. An Employer's contribution and payroll report are due on the fifteenth day of the month ("Due Date") following the month in which work was performed. Payroll reports and contributions must be sent to one of the following addresses:

## Principal Agreement

Via United States Postal Service:

Electrical Insurance Trustees  
75 Remittance Drive, Suite 1615  
Chicago, IL 60675-1615

Via Courier (everything except U.S.P.S.):

The Northern Trust Company  
350 North Orleans Street  
Receipt & Dispatch  
8th Floor  
Chicago, IL 60654

Attention: Electrical Insurance Trustees  
Suite 1615

(b) **Delinquent Defined.** If a contribution and payroll report are not received by the Due Date, they are delinquent. If the Due Date is a Saturday, Sunday or holiday, the contribution and payroll report must be received by the next business day. Contributions are not received until they are received at one of the above addresses. The postmark date on an envelope is not the receipt date. If only a part of the amount due is paid, the shortage is delinquent.

(c) **Additional Charge for Delinquency.** Failure to pay the contribution by the Due Date will result in liquidated damages of one percent (1%), multiplied by the total amount due for each day late, up to ten percent (10%).

(d) **Past Due Date and Amount.** If an Employer's delinquent payment is not received by the last day of the month ("Past Due Date") following the month in which work was performed, the Trustees will assess additional liquidated damages and interest as follows:

(1) Liquidated damages at the rate described in item (c) above, plus an additional five percent (5%) of the delinquent amount. If the delinquent payment is not received by the last day of the month following the Past Due Date, another five percent (5%) in liquidated damages will be assessed.

(2) Interest at the rate of one percent (1%) will be assessed for each month, or a part thereof, that a payment is late.

As soon as reasonably possible following the Past Due Date, the Trust office will notify the delinquent Employer that failure to pay the amount due will result in liability for additional liquidated damages, interest, attorneys' fees and costs, and jeopardizes coverage and eligibility for its Employees.

(e) **Claim on Bond and notice to EJAB.** If an Employer is delinquent in the amount of \$25,000 or more, the Trust office will promptly file a claim on the Employer's Fringe Benefit Bond and send a notice to the Electrical Joint Arbitration Board. If an Employer's delinquent payment is not received by the last day of the month following the Past Due Date, regardless of the amount of the delinquency, the Trust office will send a notice to the Employer's surety and to the Electrical Joint Arbitration Board.

(f) **Payment Required and Suspension of Coverage.**

(1) Hours for which an Employer is delinquent do not count in determining eligibility under the Insurance Trust.

(2) If an Employer remains delinquent fifteen (15) days after the Past Due Date, the Trust office will promptly send a notice to (a) the Employer for distribution to Employees, (b) affected Employees at their last address in the Insurance Trust records and (c) Local Union No. 134, which explains that coverage under the Insurance Trust will be suspended if the delinquent contributions are not paid by the last day of

## Principal Agreement

the month following the Past Due Date. If the Trust office has no address for an Employee, the notice to the Union and his Employer will substitute for notice to the Employee. The Employer must post the notice at the location for other Employee notices. Failure to pay the delinquent amount in full by the last day of the month following the Past Due Date will result in a suspension of coverage and eligibility under the Insurance Trust for claims incurred after the last day of the month following the Past Due Date, and the suspension will continue until eligibility and coverage are reinstated by the Trustees.

(3) It is the intent of the Parties that an Employee should not continue to work for an Employer who is delinquent in making contributions to the Electrical Insurance Trustees and that while an Employee remains employed by a delinquent Employer, to the extent permitted by law, the Employee will not receive health and welfare benefits. If they deem it prudent, the Trustees may defer suspension of coverage and eligibility as otherwise required by this Agreement while pursuing other means of curing the delinquency, including in the case of a bankrupt Employer an application to the bankruptcy court for any relief to which the Trustees may be entitled.

(4) Suspension of coverage does not relieve the Employer of its obligation to pay contributions.

(g) Referral to Legal Counsel. The Fund Administrator will refer any delinquency which remains unpaid 90 days after the Due Date and which is more than \$5,000 to Fund Counsel for legal action. Notice of the referral will be provided to the Chicago and Cook County Chapter, N.E.C.A., the Local 134 Business Manager and affected Employees. If Fund Counsel files suit to collect the delinquency, the Employer is liable for the amount of the contributions, liquidated damages, interest, and all costs of recovery, including but not limited to attorneys' fees and court costs.

(h) Deposit. If an Employer fails to make the full monthly contribution by the Due Date three (3) times in any twelve (12) month period, the Trustees will require the Employer to post a cash deposit which is the lesser (a) of three (3) months of estimated contributions, based on the Employer's last twelve (12) payroll reports, or (b) the amount on the following schedule:

Number of Employees	Deposit Required
1 - 5	\$10,000
6 - 10	\$20,000
11 - 20	\$40,000
21 - 50	\$100,000
51 - 75	\$150,000
Over 75	\$150,000

plus an additional amount determined by this schedule for increments of Employees beyond Seventy-five (75).

The term of the deposit is for a period of one (1) year.

The deposit will only be used to guarantee contributions and related liquidated damages, interest and costs of collection, and shall be in addition to other security hereunder.

## Principal Agreement

The term of the deposit will automatically renew if the Employer is again delinquent during the year the deposit is required to be maintained.

(i) The following will also be processed as delinquencies:

(1) Liquidated Damages. Assessments for liquidated damages must be paid by the last day of the month in which assessed. If assessed liquidated damages are not paid by the last day of the month in which assessed, they will be treated the same as delinquent contributions except that liquidated damages will not be assessed for the late payment of liquidated damages.

(2) If a check for contributions is dishonored for any reason, the contributions will be treated as unpaid. In addition to their remedies hereunder, the Trustees may pursue any other remedies they may have against the Employer or any other person under any applicable law.

(3) Any amounts assessed by the Trust office pursuant to any rule adopted by the Trustees, including but not limited to any assessment for failure to permit a payroll audit, will be treated the same as delinquent contributions, and must be paid by the end of the month in which assessed.

(j) Controversies and Disputes. In any controversy, claim, demand, suit at law or other proceeding between an Employer or any other person and the Trustees, the Trustees are entitled to rely upon any facts appearing in the records of the Trustees, certified by the Union or an Employer, any facts which are of public record, and any other evidence pertinent to the issue involved.

The Trustees have discretionary authority to determine all questions and controversies relating to the Trust, including the construction of any rules or regulations adopted by the Trustees. The decision of the Trustees is binding upon all persons dealing with the Trustees. If a determination of the Trustees is subject to review by a court or other authorized person or body, the decision by the Trustees must be sustained unless it is determined that the Trustees acted in an arbitrary and capricious manner.

(k) Payroll Audit. The Trustees are authorized to conduct payroll audits of Employers from time to time as the Trustees deem desirable. If an Employer fails to schedule an audit for a date within 30 days of the Trustees' notice of audit or if an Employer refuses to schedule an audit, the Trustees shall immediately assess the Employer \$1,000. The Trustees shall assess the Employer an additional \$2,000 if the audit is not scheduled by the end of the following month. Thereafter, the Trustees shall assess the employer \$3,000 per month until the Employer complies. If an audit discloses an underpayment, liquidated damages of fifteen percent (15%), multiplied by the amount of the underpayment, will be assessed. If the underpayment and liquidated damages are not paid by the last day of the month following at least fifteen (15) days notice by the Trust office, the same rules above that apply to delinquent contributions will apply except that the total liquidated damages will not exceed twenty percent (20%) of the underpayment. If the audit discloses an underpayment of three percent (3%) or more of the total contributions due for the audit period, the cost of the audit (deemed to be \$750) will be paid by the Employer. If Fund Counsel files suit to collect an underpayment or to enforce the Trustees' right to conduct an audit, the Employer will be liable for any attorneys' fees and costs incurred by the Trustees in addition to any underpayment, liquidated damages and interest.

**Section 17.02** The failure of an Employer to comply with the above provisions is a breach of this Agreement.

**Principal Agreement**

**WITNESS:** The hands and seal of the Parties hereto this 5<sup>th</sup> day of June 2017.

Electrical Contractors' Association  
of City of Chicago



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Eric F. Nixon  
President

Local Union #134  
International Brotherhood of Electrical Workers



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Don Finn  
Business Manager, Financial Secretary

# Employer's Wage Bond

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(name of employer)

\_\_\_\_\_, a \_\_\_\_\_ herein called the "Principal"  
(indicate corporation, partnership,  
or sole proprietorship)

and \_\_\_\_\_, a surety licensed to transact business in Illinois, herein called the "Surety", are hereby bound unto **Local Number 134, International Brotherhood of Electrical Workers**, as Obligee, in the penal sum of four weeks of net wages and Local Union working dues for each employee, for the payment of which each of the undersigned hereby binds itself, its successors and assigns.

**WHEREAS**, the Principal is employing employees represented by the Obligee for the purpose of performing certain electrical work in the territory within the jurisdiction of the Obligee as defined in the collective bargaining agreement known as the Principal Agreement,

**NOW THEREFORE**; the conditions of this bond are such that if the Principal shall meet its obligations to pay in full all wages for all employees working pursuant to the provisions of the Principal Agreement who are employed by the Principal, then this obligation for such wages shall be void, otherwise to remain in full force and effect. This obligation is joint and several.

**NOW THEREFORE**; the conditions of this bond are such that if the Principal shall meet its obligations to pay in full all Local Union working dues pursuant to the provisions of the Principal Agreement, then this obligation for such working dues shall be void, otherwise to remain in full force and effect. This obligation is joint and several.

This bond may be cancelled by the Surety 30 days after receipt by the Obligee of the Surety's written notice of cancellation sent by registered or certified mail, return receipt required.

**This bond is signed on** \_\_\_\_\_, **20**\_\_\_\_\_.

**Principal**  
\_\_\_\_\_

**Surety**  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

*A Power of Attorney and notarial acknowledgement must be submitted with this bond.*

PLEASE NOTE THAT THIS WAGE BOND INCLUDES VACATION AND WORKING DUES.

Appendix B

# Employer's Fringe Benefit Bond

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

(name of employer)

\_\_\_\_\_, a \_\_\_\_\_, herein called the "Principal"  
(indicate corporation, partnership or sole proprietorship)

and \_\_\_\_\_, a surety licensed to transact business in Illinois, herein called the "Surety", are hereby bound unto the **Electrical Insurance Trustees**, as Obligee, in the penal sum of Ten Thousand Dollars and 00/100 (\$10,000) for each covered employee of the Principal for all fringe benefit contributions to the Obligee and any liquidated damages assessed thereon, for the payment of which each of the undersigned hereby binds itself, its successors and assigns. A deductible of Three Thousand Dollars and 00/100 (\$3,000) shall apply to the total claim. If the claim is adjusted due to the limitation of \$10,000 per covered employee, the deductible shall be applied to the adjusted claim.

WHEREAS, the Principal is employing employees represented by LOCAL NUMBER 134, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, with which the Principal has a collective bargaining agreement known as the **Principal Agreement** under which the Principal has agreed to make certain fringe benefit contributions to the Obligee,

NOW THEREFORE, the conditions of this bond are such that if the Principal shall meet its obligations to pay in full the fringe benefit contributions (and any liquidated damages assessed thereon) to the Obligee for all employees working pursuant to the provisions of the **Principal Agreement** who are employed by the Principal, then the obligation created by this bond shall be void, otherwise it will remain in full force and effect during the time periods specified in this instrument. Any obligation created hereunder is joint and several.

This bond does not cover interest, legal fees or collection costs. No claim under this bond may be made unless notice of claim is filed with the Surety within ninety (90) days of the Obligee's actual discovery of the Principal's default in payment of any fringe benefit contributions (and liquidated damages assessed thereon) to Obligee, provided however that the amounts specified in the notice of claim may not cover a time period exceeding twelve (12) months. The Surety shall pay to the Obligee within one hundred twenty (120) days of such notice of claim, the amounts specified in the notice of claim.

Surety shall be subrogated to all rights, claims or demands of the Obligee against the defaulting Principal to the extent of any loss paid by Surety, and the Obligee shall execute any assignment or other instrument reasonably required by Surety to secure such rights, claims or demands. In the event any action is necessary by the Obligee to enforce the terms of this bond, the Surety shall pay all costs and attorney fees incurred by the Obligee in prosecuting such action.

This bond may be cancelled by the Surety thirty (30) days after receipt by the Obligee of the Surety's written notice of cancellation.

This bond is signed on \_\_\_\_\_, 20\_\_\_\_  
Principal Surety

By: \_\_\_\_\_

By: \_\_\_\_\_  
Agent and attorney-in-fact

A Power of Attorney and notarial acknowledgement must be submitted with this bond.