

***RESIDENTIAL
LABOR
AGREEMENT***

SPRINGFIELD DIVISION,
ILLINOIS CHAPTER,
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

AND

LOCAL UNION #193,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
FOR THE PERIOD
June 5, 2023 to May 28, 2028

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**SPRINGFIELD DIVISION, ILLINOIS CHAPTER, NECA
AND
LOCAL UNION #193**

RESIDENTIAL LABOR AGREEMENT

TABLE OF CONTENTS

TYPE OF WORK COVERED BY THIS AGREEMENT.....	1
ARTICLE I - EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES	1
Section 1.01 - Effective Date	1
Section 1.02 - Termination or Change Notice	1
Section 1.03 - Amend by Mutual Consent	2
Section 1.04 - Work Stoppage--lockout	2
Section 1.05 - Labor Management Committee	2
Section 1.06 - Grievances	2
Section 1.07 - Vote	2
Section 1.08 - CIR	2
Section 1.09 - Procedures During Dispute	2
ARTICLE II - EMPLOYER RIGHTS - UNION RIGHTS.....	2
Section 2.01 - Employers - Employees	2
Section 2.02 - Management's Rights	3
Section 2.03 - Employee Contracting	3
Section 2.04 - Employee Contracting/Moonlighting Prohibited.....	3
Section 2.05 - Union Security	3
Section 2.06 - Insurance	3
Section 2.07 - Discipline	3
Section 2.08 - Annulment-Subcontracting	4
Section 2.09 - Favored Nations Clause	4
Section 2.10 - Non-Resident Employees (Portability).....	4
Section 2.11 - Payroll and Fringe Bond	4
Section 2.12 - Working Dues Deduction	4
Section 2.13 - Illinois Chapter NECA Contributions.....	5
Section 2.14 - Employers Working.....	5
ARTICLE III - HOURS - WAGE PAYMENT - WORKING CONDITIONS.....	5
Section 3.01 - Hours and Overtime	5
Section 3.02 - Reporting for Work	6
Section 3.03 - Labor Day	6
Section 3.04 - Wages	6
Section 3.05 - Pay Day	6
Section 3.06 - Lay Off & Termination	7
Section 3.07 - Employer Tools	7
Section 3.08 - Work Corrections	7
Section 3.09 - Traveling Time	7
Section 3.10 - Foreman	7
Section 3.11 - Show up Time	7
Section 3.12 - Shift Clause	7

Section 3.13 - Timely Filing of Grievances	8
Section 3.14 - Personal Protective Equipment and Responsibility	8
Section 3.15 - Work on Circuits 440 Volts or over	8
Section 3.16 - Safety Shoes	8
Section 3.17 - Personal Use of Cell Phones	8
Section 3.18 - Attire	8
ARTICLE IV - REFERRAL PROCEDURE	9
Section 4.01 - Referral	9
Section 4.02 - Source	9
Section 4.03 - Rejection	9
Section 4.04 - Union Membership Discrimination	9
Section 4.05 - Group Register	9
Section 4.06 - Procedure When List Is Exhausted	10
Section 4.07 - Temporary Employees	10
Section 4.08 - Labor Market	10
Section 4.09 - Resident	10
Section 4.10 - Examinations	10
Section 4.11 - Requirements	11
Section 4.12 - Out of Work List	11
Section 4.13 - Re-registration	11
Section 4.14 - Re-registration (40 hours or less)	11
Section 4.15 - Method of Referral of Applicants	11
Section 4.16 - Exceptions	11
Section 4.17 - Appeals Committee	11
Section 4.18 - Function of the Appeals Committee	11
Section 4.19 - Posting Copy of Referral Procedure	12
Section 4.20 - Inspection of Referral Records	12
Section 4.21 - Hiring of Apprentices	12
ARTICLE V - STANDARD RESIDENTIAL APPRENTICESHIP & TRAINING LANGUAGE ...	12
Section 5.01 - Residential Training Subcommittee	12
Section 5.02 - Term of Office	12
Section 5.03 - Program Supervision	13
Section 5.04 - Trustees	13
Section 5.05 - Apprentice Selection	13
Section 5.06 - Job Training Assignments	13
Section 5.07 - Indenture Termination	13
Section 5.08 - Ratio	13
Section 5.09 - Term of Training	13
Section 5.10 - OJT Hours	13
Section 5.11 - Residential Trainee Supervision	14
Section 5.12 - Apprentice Contributions	14
Section 5.13 - Graduation from Program	14
Section 5.14 - Contribution	14
ARTICLE VI - BENEFIT FUNDS	14
Section 6.01 - NEBF	14
Section 6.02 - NECA-IBEW Welfare Trust Fund	15
Section 6.03 - NECA-IBEW Pension Trust Fund	15
Section 6.04 - Administrative Maintenance Fund	16
Section 6.05 - Industry Fund	16

Section 6.06 - Electricians Salary Deferral Plan	16
ARTICLE VII - NATIONAL LABOR-MANAGEMENT COOPERATIVE COMMITTEE.....	17
Section 7.01 - Purpose of Fund	17
Section 7.02 - Function - Participation	18
Section 7.03 - Contribution	18
Section 7.04 - Delinquent Contributions	18
ARTICLE VIII - LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)....	19
Section 8.01 - Purpose of Fund	19
Section 8.02 - Function-Participation	19
Section 8.03 - Contribution	19
Section 8.04 - Delinquent Contributions	19
ARTICLE IX - SUBSTANCE ABUSE.....	20
ARTICLE X - CODE OF EXCELLENCE	20
ARTICLE XI - SEPARABILITY CLAUSE.....	20
Appendix A - Wage Rates	22
Appendix B - Referral/Termination.....	23
Drug Abuse Prevention.....	24
Memorandum of Understanding - Hiring Procedure.....	28
Memorandum of Understanding - Special Need Shift Work.....	29
Memorandum of Understanding - Temporary Employment.....	30

SPRINGFIELD DIVISION, ILLINOIS CHAPTER, NECA AND LOCAL UNION #193, IBEW

RESIDENTIAL LABOR AGREEMENT

AGREEMENT by and between the Springfield Division, Illinois Chapter, NECA and Local Union No. 193, IBEW.

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 "Division" shall mean the Springfield Division, Illinois Chapter, NECA and the term "Union" shall mean Local Union No. 193, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

TYPE OF WORK COVERED BY THIS AGREEMENT

It is mutually agreed that the provisions of this Agreement shall apply to all projects involving the construction, alteration, or repair of single family houses or apartment buildings of no more than five (5) stories in height. This includes all incidental items such as site work, parking areas, utilities, streets and sidewalks with the understanding that the parties may change the Scope of Work from time to time.

ARTICLE I

EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 - Effective Date - This Agreement shall take effect June 5, 2023, and shall remain in effect through May 28, 2028, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 6th through June 5th of each year, unless changed or terminated in the way later provided herein.

Section 1.02 - Termination or Change Notice -

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

the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

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

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

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

Section 1.05 - Labor Management Committee - There shall be a Labor-Management Committee of three (3) representing the Union and three (3) representing the Employer. It shall meet regularly at such stated times as it may decide. However, it shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

Section 1.06 - Grievances - All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

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

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

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

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01 - Employers - Employees -

- (a) The Employer recognizes the Union as the sole and exclusive representative of all its employees performing work within the jurisdiction of the Union for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

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

Section 2.02 - Management's Rights - The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operations of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

Section 2.03 - Employee Contracting - No member while he remains a member and subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

Section 2.04 - Employee Contracting/Moonlighting Prohibited - Employees, while either employed or subject to employment under this Agreement, shall be prohibited from accepting payment for services rendered for any work performed which may fall under the scope of this Agreement for anyone but an Employer signed to a Letter of Assent. Payment shall include, but shall not be limited to, any type of compensation or remuneration including property.

Employees, while either employed or subject to employment under this Agreement, shall face a penalty for such actions equal to the value of such work and punitive damages, as determined by the Labor-Management Committee. Any such penalties collected are to be paid into the Apprenticeship Fund.

Section 2.05 - Union Security - All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later. The Employer shall notify the Union in writing within forty-eight (48) hours after employment of the name, address, social security number, and rate of pay of each employee who is employed under the terms of this Agreement.

Section 2.06 - Insurance - For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and such other protective insurance as may be required by the laws of the State in which the work is performed. He shall also make voluntary contributions to the State Unemployment Compensation regardless of the number of employees.

Section 2.07 - Discipline - The Union reserves the right to discipline its members for violation of its laws, rules, and agreements.

Section 2.08 - Annulment-Subcontracting -

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

- (b) The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.
- (c) All charges of violations of paragraph (b) of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.09 - Favored Nations Clause - The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

Section 2.10 - Non-Resident Employees (Portability) - An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

Section 2.11 - Payroll and Fringe Bond - The Employer shall be required to furnish a payroll bond in the amount of five thousand dollars (\$5,000.00) to meet the payroll, fringe benefit requirements and payroll deductions. A copy of said bond is to be filed with the Local Union and Chapter offices. Bonds furnished under other agreements with the Local Union shall be deemed sufficient to meet this requirement.

Section 2.12 - Working Dues Deduction - The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount certified to the Employer by the Local Union upon request by the Employer. The Employer shall remit same to the Local Union each month not later than fifteen (15) calendar days following the month for which deductions were made.

Section 2.13 – Illinois Chapter NECA Contributions – All contributions and deductions required by this agreement that are administered and exclusive to the responsibility of the Illinois Chapter, National Electrical Contractors Associations, Inc. shall be forwarded to, and received on or before the fifteenth (15th) day following the end of each calendar month. In addition, each employer shall also file a monthly electronic payroll report through ePRLive as required on or before the fifteenth (15th) day following the end of each calendar month. Such funds to include NEBF, NECA Service Charge (NECA members only), NLMCC, LMCC (where applicable), and AMF.

Section 2.14 – Employers Working

- (a) One member of a firm may be allowed to work with the tools. The member of the firm to be employed with the tools shall be registered with the Local Union by name in writing.
- (b) OWNER IN FACT – An employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the Employer and/or who exercises control over the company may be deemed an “Owner in Fact” of the company.

All determinations as to an individual’s status as an “Owner in Fact” shall be made by the Labor-Management Committee, based on consideration of the individual’s control over the company, and shall be conclusive upon the parties. Should the Committee fail to agree, the matter shall be referred to the Council on Industrial Relations.

On behalf of any such “Owner in Fact” the Employer shall pay contributions to the Fringe Benefit Funds on the basis of actual gross wages and actual hours worked but at a minimum, contributions shall be made as though such individual worked not less than forty (40) hours per week for fifty (50) weeks per year for Health & Welfare, Local Pension, NEBF, and JATC, with all other benefits paid on actual hours worked.

ARTICLE III HOURS - WAGE PAYMENT - WORKING CONDITIONS

Section 3.01 - Hours and Overtime -

Any eight (8) hours in a calendar day by mutual agreement between the employee(s) and employer, between the hours of 6:00 a.m. and 8:00 p.m., except for a thirty (30) minute lunch period, shall constitute a regular work day. Five such days Monday through Friday inclusive, shall constitute a regular work week. In the event work cannot be performed Monday thru Friday, Saturday, by mutual agreement between the employee(s) and employer may be used as a make-up day at the straight time pay for the first eight (8) hours. The Business Manager shall be notified of any such mutual agreements. There shall be a thirty (30) minute lunch period, which shall begin four (4) hours immediately following the regular starting time. All work performed outside the regularly scheduled hours, Monday through Friday and all day Saturday, unless Saturday is used for a make-up day, shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay. All work performed on Sundays, and the following holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, or days celebrated as such, shall be paid for at two (2) times the regular straight time rate of pay.

- (a) **Four Ten-Hour Days.** The employer may establish a four (4) ten hour shift exclusive of the thirty minute unpaid lunch period at the straight time wage rate. The starting time shall be between 7:00 a.m. and 8:00 a.m. Forty hours per week shall constitute a week’s work Monday through Thursday. In the event a job is down due to weather conditions, holiday or other conditions beyond the control of the Employer, then Friday or Saturday may, at the option of the employer, be worked as a makeup day at the straight time wage rate. If Friday or Saturday is scheduled as a makeup day a minimum of eight hours will be scheduled and worked, weather permitting. Straight time is not to exceed ten hours per day or forty hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time.

Section 3.02 - Reporting for Work - When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored or put away before quitting time.

Section 3.03 - Labor Day - No work shall be performed on Labor Day except in case of emergency.

Section 3.04 - Wages - The minimum hourly rate of wages shall be as follows:
(For a complete wage and benefit breakdown and apprentice rates, please see Appendix "A")

Residential Wireman:

(a) Effective June 5, 2023	\$24.10
(b) Effective June 3, 2024	
Subtotal Package Increase	\$1.50
(c) Effective June 2, 2025	
Subtotal Package Increase	\$1.50
(d) Effective June 1, 2026	
Subtotal Package Increase	\$1.50
(e) Effective May 31, 2027	
Subtotal Package Increase	\$1.50

Foreman Rate 10% above Residential Wireman Rate
 *The Union has the right to allocate all or part of the increase to existing fringe benefits.

APPRENTICE RESIDENTIAL WIREMAN – SIX (6) PERIODS

1ST PERIOD	60 % OF RESIDENTIAL WIREMAN RATE
2ND PERIOD	65% OF RESIDENTIAL WIREMAN RATE
3RD PERIOD	70 % OF RESIDENTIAL WIREMAN RATE
4TH PERIOD	75% OF RESIDENTIAL WIREMAN RATE
5TH PERIOD	80% OF RESIDENTIAL WIREMAN RATE
6TH PERIOD	80% OF RESIDENTIAL WIREMAN RATE
COMPLETION	100%

Section 3.05 - Pay Day - Wages shall be paid not later than the regular quitting time on Friday of each week for all time worked up to 11:59 p.m. on the Sunday previous. When employees are required to report at the Employer's shop for wages due them, they shall so report on the Employer's time. If payroll information from the field is found to be incorrect, the Employer will have until the following week to correct the payroll without further liability on corrections of four (4) hours or less. Should an Employer fail to pay wages as hereinbefore provided, employees shall be paid waiting time at one and one-half times their regular rate of wage until they are so paid; but not more than eight (8) hours in any twenty-four (24) hour period.

In the event checks given by the Employer for wages due are not negotiable, the Employer shall thereafter be required to pay all wages in currency until such time as satisfactory proof is given the Union that future checks issued will be negotiable.

- (a) Payroll by direct deposit is acceptable if mutually agreed upon by the employer and employee. This manner of payment, once adopted, may not be changed except upon fourteen (14) days advance written notice to the employer. If payday falls on a legal holiday or day celebrated as such, payday shall be the day prior to said holiday. In cases of layoff, the employee shall be paid immediately by check, or if paid by direct deposit it must be posted not later than 4:30pm of the same day. When failure of transmittal of payroll occurs within a financial institution, out of control of the employer, the employer shall not be held responsible.

Section 3.06 - Lay Off and Termination

- (a) Should any employee be discharged or laid off, he must be paid all wages due him immediately and be given sufficient paid time by the Employer to gather his tools. Should the Employer fail to pay such employee for the time necessary to gather his tools, then the Employer shall pay such employee at his regular rate of wage for the time necessary to gather his tools. Employers shall be required to furnish termination slips when laying off or discharging employees.
- (b) Termination Slips - Parties agree to a Referral/Termination Slip to be jointly agreed upon by the parties and printed by the Union and supplied to the Employers. See Appendix B.

Section 3.07 - Employer Tools - The Employer shall furnish all necessary tools (except pocket tools) or equipment to properly install and/or do the job. Workmen will be held responsible for the Employer's tools and equipment being stored in a safe manner provided the Employer furnished a safe and suitable place for the storing of men's clothing and tools.

Section 3.08 - Work Corrections - Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the Employer's directions.

Section 3.09 - Traveling Time -

- (a) No traveling time shall be paid before or after working hours for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job. Workmen shifting from one job to another during work hours shall be furnished transportation.
- (b) The Employer shall pay time for travel and furnish transportation from shop to job, job to job, and job to shop within the jurisdiction of the Union. On work outside the jurisdiction the employer shall furnish transportation. On work over 60 miles outside the jurisdiction of the Union, the Employer shall furnish transportation, traveling time, room and board and all other necessary expenses.

Section 3.10 - Foreman - Each job or project requiring more than four (4) Residential Wiremen shall be under the supervision of a Foreman.

Section 3.11 - Show up Time - When men are ordered to report at a shop or a job and are not put to work, they shall be paid for all time for which they are directed to remain available, but they shall receive no less than two (2) hours' pay.

Section 3.12 - Shift Clause - When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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

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

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

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

Section 3.13 - Timely Filing of Grievances - No grievance will be recognized unless called to the attention of the Chapter by the Union, or to the attention of the Union by the Chapter, within five (5) working days after the occurrence of the event giving rise to the grievance. Such notice may initially be provided verbally but must be confirmed within forty-eight (48) hours in writing setting forth the details of the grievance, the Articles and Sections of the Labor Agreement alleged to have been violated, the date and location of the grievance, the names of those involved in the grievance and the relief which is sought. Failure by the grieving party to submit the grievance within the designated time will render the grievance void. Forms for submitting such grievances will be provided as approved by the Chapter and the Union.

Section 3.14 – Personal Protective Equipment and Responsibility - All safety laws, rules, standards and regulations shall be observed on all jobs and Personal Protective Equipment will be used at all times when required. All applicants for referral shall have an OSHA 10-Hour card. The Springfield NECA/IBEW Local #193 JATC shall provide and make available to all IBEW members covered by this agreement.

Section 3.15 - Work on Circuits 440 Volts or over - On all energized circuits or equipment carrying four hundred-forty (440) volts or over, as a safety measure, two (2) or more Residential Wiremen must work together.

Section 3.16 - Safety Shoes - Employees shall provide themselves with approved safety shoes to perform the normal type of work to which assigned.

Section 3.17 - Personal Use of Cell Phones - Personal use of cell phones shall not be allowed on the job during working hours except for cases of known or expected emergencies (such as immediate family illness, child birth, etc).

Section 3.18 - Attire - In an effort to improve the public's perception of the Electrical Contracting Industry and enhance employment opportunities for contractors and their employees, the parties hereby advocate the following standards of behavior and attire:

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

Clothing worn on the job shall not be objectionable to the customer and should be appropriate to the work being performed and the conditions encountered. Articles of jewelry or personal accessories such as chains, necklaces, earrings, watches, shoes, or material with conductive thread should not be worn when those items could pose a physical threat. Torn, ragged, or dirty clothing portrays a negative image of our industry and should be avoided. Any clothing with lewd, obscene, or otherwise suggestive wording or pictures is totally inappropriate. Personal grooming should be consistent with the parties' intent to depict a professional image. Head and facial hair should be clean and well kept. If either is worn long, it should be constrained in such a manner that it is not a safety hazard. General cleanliness is also encouraged, especially when contact with a customer or the general public can be expected.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.01 - Referral - In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

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

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

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

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

RESIDENTIAL WIREMAN

GROUP I. All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Residential 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 two years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one local union at a time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as

his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union .

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

GROUP III. All applicants for employment who have two or more years' experience in the trade.

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

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

Section 4.08 - Labor Market - "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:

All the State of Illinois consisting of Sangamon, Logan, Menard, Cass, Morgan and Scott Counties; Townships of Scottville, North Palmyra, North Otter, Virden, Girard, Barr, South Palmyra, South Otter, and Nilwood in Macoupin County; Townships of Bois D'Arc, Pitman and Harvel in Montgomery county; Townships of Lynchburg, Bath, Kilbourne, Crane Creek, Salt Creek and Mason in Mason County.

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

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

Section 4.10 - Examinations - An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has two years experience in the trade.

Section 4.11 - Requirements - Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 4.05

above shall be referred to the Residential Training and Apprenticeship Subcommittee for their consideration as an Apprentice.

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

Section 4.13 - Re-registration - An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the List.

Section 4.14 - Re-registration (40 hours or less) - An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall, upon re-registration, be restored to his appropriate place within his Group.

Section 4.15 - Method of Referral of Applicants -

(a) 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, and then Group III. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within his Group.

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

Section 4.16 - Exceptions - The only exception which shall be allowed in this order of referral is 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.

Section 4.17 - Appeals Committee - An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.18 - Function of the Appeals Committee - It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 4.19 - Posting Copy of Referral Procedure - A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.20 - Inspection of Referral Records - A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 4.21 - Hiring of Apprentices - Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Agreement between the parties.

ARTICLE V

STANDARD RESIDENTIAL APPRENTICESHIP & TRAINING LANGUAGE

Section 5.01- Residential Training Subcommittee - The local Joint Apprenticeship and Training Committee (JATC) properly established between the Chapter of the National Electrical Contractors Association (NECA) and the Local Union of the International Brotherhood of Electrical Workers (IBEW) shall adopt local Residential Apprenticeship Standards in conformance with the NJATC National Guideline Standards and Policies. All such standards shall be registered with the NJATC, and thereafter submitted to the appropriate Registration Agency.

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

Section 5.02 - Term of Office - Where the JATC elects to establish a subcommittee, an equal number of members (two, three or four) shall be appointed, in writing, by both the NECA Chapter and the IBEW Local Union. All such appointments shall be in writing designating the beginning and termination dates for each appointment. The term of one subcommittee member from both the NECA Chapter and the IBEW Local Union shall expire each year on a fixed anniversary date. The NECA Chapter and the IBEW Local Union may elect to appoint one or more members of the JATC to serve on the subcommittee.

JATC and subcommittee members serve at the will of the party they represent and may be removed by the party they represent or they may resign. All appointments made to fill unexpired terms shall likewise be in writing.

The subcommittee, where one is established by the JATC, shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC, or its subcommittee, shall maintain a set of minutes for each and every meeting. Such minutes shall be maintained by the JATC and its subcommittees, where a subcommittee is properly established.

Section 5.03 - Program Supervision - Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve. The JATC or its subcommittee, where one exists, shall enforce standards and policies established and approved by the JATC. Any appeal pertaining to any action of the subcommittee, shall be referred to the JATC for review and resolution. Any decision or ruling of the JATC shall be final and binding on the subcommittee. If the JATC cannot resolve an appeal, the matter shall be properly referred to the Residential Labor Management Committee for resolution.

Section 5.04 - Trustees - Though the JATC may elect to establish subcommittees, there is to be only one JATC trust. That trust shall be responsible for all apprenticeship and training trust fund matters. Only properly appointed members of the JATC shall serve as trustees to the JATC trust.

Section 5.05 - Apprentice Selection - All apprentices shall enter the program through the JATC, or its subcommittee, as per the properly registered apprenticeship standards and selection procedures. No candidate shall be assigned to work as an apprentice until they have been properly selected and indentured.

Section 5.06 - Job Training Assignments - The JATC, or its subcommittee, shall be responsible for the assignment, or reassignment, of all Residential apprentices. All such job training assignments, or reassignments, shall be made in writing and the Local Union Referral Office shall be notified, in writing, of all job training assignments.

Section 5.07 - Indenture Termination - The JATC may terminate any indenture prior to the completion of apprenticeship. When an indenture is terminated, the former apprentice shall not be eligible for employment under this agreement, in any classification, until two years after they should have completed the apprenticeship program and they must demonstrate they have acquired the necessary skills and knowledge to warrant the classification of Residential Wireman. Such individual may, however, reapply for Apprenticeship through the normal application and selection process after their indenture has been terminated.

Section 5.08 - Ratio - Though the JATC cannot guarantee any number of apprentices, any employer signatory to this agreement shall be entitled to a ratio of two apprentices to one Residential Wireman on any job. The JATC shall maintain an active list of qualified applicants, as per the selection procedures, in order to provide an adequate number of apprentices to meet the job site ratio. Applicants shall not be selected and indentured when indentured apprentices are available for on-the-job training assignments. If the JATC is unable to provide an eligible employer with an apprentice within ten working days, the JATC shall select and indenture the next available applicant from the active list of ranked applicants.

Section 5.09 - Term of Training - Each apprentice shall be required to satisfactorily complete the three-year course of study provided by the NJATC as a minimum requirement for completion of their related classroom training. The JATC may also elect to require additional training options that are provided for in the National Guideline Standards. The total term of apprenticeship shall not require more than three years of related training.

Section 5.10 - OJT Hours - The apprentice is required to satisfactorily complete the minimum number of on-the-job training hours specified and properly registered in the Residential Apprenticeship and Training Standards. As a condition for completion of apprenticeship, the apprentice may also be required to obtain a license and/or other certification(s) required to work as a Residential Wireman.

Section 5.11 - Residential Trainee Supervision - The apprentice is to be under the supervision of a Residential Wireman, or a qualified supervisor. Supervision will not be of a nature that prevents the development of responsibility and initiative. The apprentice shall be permitted to perform any and all job tasks in order to properly develop trade skills and become proficient in the work processes associated with the trade. A Residential Wireman is not required to constantly watch or observe the work of the apprentice. The apprentice is not prohibited from working alone when the Residential Wireman or Supervisor is required to leave or is absent from the job, respecting any wage and hour regulations that may exist.

Section 5.12 - Apprentice Contributions - The employer shall contribute to the local Health and Welfare Plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 5.13 - Graduation from Program - Upon satisfactory completion of Apprenticeship, the JATC shall provide the apprentice with a diploma from the NJATC. The JATC shall encourage the apprentice to seek college credit through the NJATC. The JATC may also require the apprentice to acquire any appropriate license required for Residential Wiremen to work in the jurisdiction covered by this agreement.

Section 5.14 - Contribution - All Employers, subject to the terms of this Agreement, shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is 5/10 of 1 percent of the gross monthly labor payroll for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment of the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE VI

BENEFIT FUNDS

Section 6.01 - NEBF - 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, unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

Section 6.02 - NECA-IBEW Welfare Trust Fund -

- (a) **Contribution** – It is mutually agreed that the Employer shall contribute to the NECA-IBEW Welfare Trust Fund the sum of seven dollars and eighty-five cents (\$7.85). For those persons entering the program after November 1, 2007, the contribution rate shall be five dollars and fifty-five cents (\$5.55) per hour worked by each eligible employee as defined in the Trust Agreement which established such Fund. **Effective July 1, 2023** the Employer shall contribute to the NECA-IBEW Welfare Trust Fund the sum of eight dollars and thirty-five cents (\$8.35). For those persons entering the program after November 1, 2007, the contribution rate shall be five dollars and sixty-five cents (\$5.65) per hour worked by each eligible employee as defined in the Trust Agreement which established such Fund. Payment by separate check and the appropriate copy of the ePRLive report shall be mailed to NECA-IBEW Welfare Trust Fund, 2120 Hubbard Avenue, Decatur, IL 62526-2871. Contributions shall be made to the Trustees of the NECA-IBEW Welfare Trust Fund and shall be paid on or before the 15th day of the month, following the month for which hours were worked. The remittance by check, draft or money order, together with the Health & Welfare Fund copy of the ePRLive report shall be mailed to the fund office.
- (b) **Trust** – The employer agrees to be bound by the Amended Agreement and Declaration of Trust of the NECA-IBEW Welfare Trust Fund, and by any future amendments thereto. The Employer agrees that it shall be bound by all actions taken by the Trustees of the NECA-IBEW Welfare Trust Fund in the administration of the Fund pursuant to the provisions of the Amended Agreement and Declaration of Trust or as it may hereafter be amended.
- (c) **Termination on 72 Hour Notice** - Individual Employers who fail 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 Local Secretary-Treasurer.

Section 6.03 - NECA-IBEW Pension Trust Fund - Employer agrees to be bound by the Agreement and Declaration of Trust entered into March 14, 1972, establishing the NECA-IBEW Pension Trust Fund and by any amendments to said Trust Agreement.

- (a) **Trustees** - Employer irrevocably designates as his representative among the Trustees of said fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.
- (b) **Contribution** - Employers shall contribute into the NECA-IBEW Pension Trust Fund effective June 1, 2022 six dollars and fifteen cents (\$6.15) per hour worked in the preceding month, for all employees covered by this Agreement except first and second period trainees. Contributions shall be made on or before the 15th of the month following the month for which they are due. Payment by separate check and the appropriate copy of the ePRLive report shall be mailed to NECA-IBEW Pension Trust Fund, 2120 Hubbard Avenue, Decatur, IL 62526-2871.
- (c) **Termination on 72 Hours Notice** - Employers who fail to remit regularly and fail to show satisfactory proof that delinquent payments have been paid shall be subject to having this Agreement terminated after seventy-two (72) hours' notice, in writing, has been served by the Union.

Section 6.04 - Administrative Maintenance Fund -

- (a) All Employers covered by this Agreement shall contribute \$0.20 per hour for each hour worked under this Agreement, up to a maximum of 150,000 hours per year, to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Illinois Chapter, NECA and not the Local Union.
- (b) The Administrative Maintenance Fund will be solely administered by the Illinois Chapter, NECA and shall not be used in any manner detrimental to the Local Union or the IBEW.

Section 6.05 - Industry Fund - Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

Section 6.06 - Electricians Salary Deferral Plan

- (a) The parties to this Agreement effective June 1, 1996 have established the IBEW Local #193 401(k) Plan ("the Plan") of Local No. 193 IBEW -Springfield Division, Illinois Chapter, NECA, ("the Chapter") and effective April 1, 2021 have established the IBEW NECA Conduit 401(k) Plan ("the Plan") into which Plan the IBEW Local #193 401(k) Plan shall be merged, and into which Plan all contributions transmitted subsequent to March 31, 2021 shall be delivered. The Plan and its Trust Agreement shall conform to Section 302 of the Labor Management Relations Act of 1947, as amended, the Employee Retirement Income Security Act (ERISA), as amended, and/or other applicable federal laws.
- (b) The Plan is a Tax Deferred Savings Plan which conforms to 401 Section(k) of the Internal Revenue Code. The parties have submitted this Plan and Trust Agreement to the Internal Revenue Service which has determined that the Plan qualifies for tax exemption.
- (c) This Trust Agreement and Plan are subject to retaining such approval of the Internal Revenue Service as the Employers and Trustees may find necessary to establish the deductibility for tax purposes of any and all contributions made by Employees here under applicable provisions of the Internal Revenue Code for which the Employers may be liable. In the event Employers have any problems in this regard with tax deductibility, the Union

and Chapter shall promptly meet to solve this problem, which solution may include retroactive amendments to this Trust Agreement or to the Plan. Qualification of the Plan under IRC Section 401(k), under Section 302 of the Labor Management Relations Act of 1947, as amended, and under those provisions applicable under the Employee Retirement Income Security Act (ERISA), as amended, shall be a condition to the continuation of the Plan.

It is a condition to the payment of contributions to the Plan that such contributions be tax deductible by the Employer, tax deferrable for the Employee and that the earnings of the Plan Trust are tax deferred; the Chapter and Union shall secure such assurance of compliance with these conditions as they deem necessary.

- (d) No Employer contributions shall be required to this Plan. The Employer, upon receipt of written authorization, agrees to deduct from wages and forward to the Plan voluntary contributions elected by participants, subject to limitations prescribed by the Plan and Trust Agreement and law. No deductions will be made prior to appropriate notice to the Employer by Fund Trustees. Subsequent to notice from Fund Trustees, the Employer agrees to forward monthly to the Administrator, established in this Agreement, the amount designated by the participant and deducted from wages.
- (e) The Plan shall be a Defined Contribution Plan and all contributions by participants shall be strictly voluntary.
- (f) It is the intent of the parties that the Plan shall be administered by Quorum Consulting Group and all administrative costs be paid out of the Plan's participants accounts.
- (g) Amounts deducted by Employers from the wages of an Employee for payment to the Plan are not to be treated as reducing the gross earnings of Employees upon which Employer contributions to other fringe benefit trusts funds are calculated, for overtime wage calculations, or for other purposes under this Agreement. Example: The 3% of gross monthly payroll due to NEBF is not to be reduced because of Employee salary deferrals paid to the Plan.
- (h) Monthly transmittal shall be made by the Employer on or before the 15th of the month following the month for which they are due, to the Administrator of said plan. A duplicate copy of said form shall be forwarded by the Employer to the Union for record. One copy shall be retained by the Employer.
- (i) Employers who fail to remit withheld contributions shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent withheld contributions have been made.

ARTICLE VII

NATIONAL LABOR-MANAGEMENT COOPERATIVE COMMITTEE

Section 7.01 - Purpose of Fund - The parties agree to participate in the NECA-IBEW National Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. § 186(c)(9). The purposes of this Fund include the following:

- (a) to improve communication between representatives of labor and management;
- (b) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (e) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and the industry;
- (f) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (g) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (h) to engage in public education and other programs to expand the economic development of the electrical construction industry.
- (i) to enhance the involvement of workers in making decisions that affect their working lives; and
- (j) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 7.02 - Function - Participation - The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 7.03 - Contribution - Each employer shall contribute one cents (\$.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 7.04 - Delinquent Contributions - If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 8.01 - Purpose of Fund - The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- (a) to improve communications between representatives of Labor and Management;
- (b) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- (c) to assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
- (d) to study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
- (e) to sponsor programs which improve job security, enhance economic and community development, and promote the general welfare of the community and industry;
- (f) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (g) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (h) to enhance the involvement of workers in making decisions that affect their working lives; and,
- (i) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Section 8.03 - Contribution - Each employer shall contribute (no contribution at this time). Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 8.04 - Delinquent Contributions - If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE IX

SUBSTANCE ABUSE

Section 9.01 - The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE X

CODE OF EXCELLENCE

Section 11.01 – The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designated by the IBEW and NECA.

ARTICLE XI

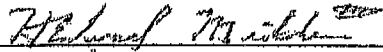
SEPARABILITY CLAUSE

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

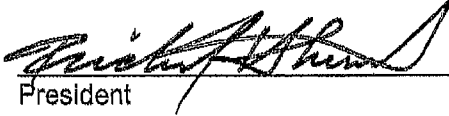
IN WITNESS WHEREOF, the parties have executed this Agreement on this 5th day of June 2023.

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

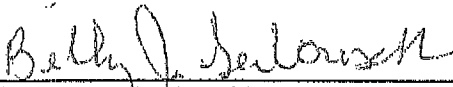
SIGNED FOR LOCAL UNION #193, OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Division Chairman



President



Executive Vice President



Business Manager & Financial Secretary

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

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
August 23, 2023
Kenneth Cooper,
International President
This approval does not make the
International a party to this agreement.

Appendix A

JOB REFERRAL
International Brotherhood of Electrical Workers, Local Union No. 193

To _____ Address _____

This card introduces _____ S. S. No. _____

Legal Address _____

Classification _____ Rate per hour _____ Group _____

My signature on this card hereby authorizes, assigns and transfers, into L.U. #193, I.B.E.W. out of earned wages by me while employed by the above named company, a deduction each week of _____ of my gross earnings.

I also authorize a deduction of _____ of my gross earnings to be transmitted to my individual savings account as per Agreement.

The foregoing assignment, authorization and recognitions shall be irrevocable for the duration of the job or jobs on which I will be employed or until the expiration of the Company-Union Agreement whichever shall occur first.

 Signature of Employee Business Manager Hire Date

REASON FOR TERMINATION

(CHECK AND EXPLAIN AS NECESSARY)

Last Day Worked _____ Termination Date _____

DISCHARGE FOR CAUSE	
	ABSENTEEISM (GIVE DATES)
	NOT QUALIFIED
	REFUSES TO WORK AS DIRECTED
	DRINKING INTOXICANTS
	FIGHTING
	DISREGARD OF SAFETY INSTRUCTIONS
	SUBSTANDARD QUALITY OF WORK
	OTHER (MISCONDUCT)

CHECK IF VOLUNTARY QUIT

CHECK IF LAYOFF

(TO BE SENT TO ALL PARTIES WITHIN 3 WORKING DAYS AFTER AN EMPLOYEE'S EMPLOYMENT IS TERMINATED)

EXPLANATION _____

ELIGIBLE FOR REHIRE: Assume Yes unless this box is checked: No

**DRUG ABUSE PREVENTION, DETECTION & AWARENESS
PROGRAM FOR MEMBERS OF LOCAL UNION 193
& SPRINGFIELD DIVISION, ILLINOIS CHAPTER, NECA**

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

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

1. It is understood that the use, possession, transfer or sale of illegal controlled substances is absolutely prohibited while employees are on the employer's job premises, or while working on any site in connection with work performed under the applicable agreements.
2. An employer or owner may declare a job site to be a drug testing site for all employees working on that site. If declared a drug testing site, all Employees referred by Local 193 must be tested before beginning work.
3. All employees will undergo tests for the following controlled substances:
 - A. Amphetamines
 - B. Barbiturates
 - C. Benzodiazepines
 - D. Cocaine
 - E. Opiates
 - F. THC (Marijuana/Canabinoids)
 - G. Methadone
 - H. PCP

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

4. An Employer may require a fitness for duty determination for the following reasons:

Accidents - Employee involvement in accidents causing property damage of \$4,400 or more or serious personal injury shall be grounds for requesting testing for alcohol or controlled substances to determine fitness for duty.

Observed Behavior (Objective Criteria) - The supervisor is responsible for making an initial assessment as to whether an employee is "Fit for Duty." Where the supervisor is defined to be: Company Officer, Safety Director, Project Manager, Superintendent, General Foreman, or Foreman. Such a determination should be based on the supervisor's objective observation of an employee's ability to

perform all duties safely and efficiently as well as the employees conduct and attendance. In making this determination, the supervisor is not "diagnosing" but merely noting "behaviors." In some instances an illness or disease may mimic the symptoms of alcohol or substance abuse. The company will not tolerate the use of this policy to harass or intimidate employees.

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

General

1. An accident
2. Erratic behavior
3. Sudden mood swings
4. Excessive risk taking
5. Poor cooperation
6. Customer complaints
7. Frequent tardiness
8. Excessive absence, Monday/Friday, payday
9. Frequent mistakes
10. Lack of energy or strength
11. Declining performance
12. Poor quality or quantity of work
13. Unexplained absences

Specific

1. Dilated or constricted pupils
2. Glassy or reddened eyes
3. Slurred speech
4. Alcohol or marijuana on the breath
5. Staggering or unsteady gait
6. Stumbling or falling

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

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

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

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

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

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

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

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

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

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

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

5. All tests shall be conducted using only urine specimens in accordance with current State and Federal Department of Transportation, Initial and Confirmatory Test levels (NG/MI). Sufficient amounts (a minimum of 6Occ) of the sample shall be taken to allow for an initial test and confirmatory tests. All specimens shall be collected and handled according to strict chain-of-custody procedures as established by N.I.D.A. The sample collection will not be observed directly. The testing procedure is designed to respect employee's rights to privacy.
6. The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or a positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the employee. The confirmatory test will be by Gas Chromatography -- Mass Spectrometry (GC/MS). Any other confirmatory tests and/or testing shall be at the employee's time and expense. Testing standards for both the initial test, and confirmatory test, will be those established by the National Institute of Drug Abuse. The testing lab used will conform to the standards of the National Institute of Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures; specimen containers shall be labeled with a number, and the donor's signature, and shall be closed with a tamperproof seal initialed by the donor and collecting agent. The labeling shall be done in the employee's presence. All specimen samples shall be collected at a mutually agreed medical facility such as a hospital, etc. Every effort shall be made to assure the validity and accuracy of all tests.
7. Employees will be advised of test results by an approved MRO. Results, or facts of testing, shall not be released to any owner, any Employer, or any other employee.

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

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

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

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

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

8. Random physical searches and/or compulsory chemical testing shall not be permitted, except when required by the customer or owner of the work-site or required by Federal and/or State laws. However, in order for an Employer to guarantee the security of this program, that Employer may declare any new project to be drug free. All employees who work on that project site will show either a current "drug-free" card or will be tested.
9. Employees with a negative test result shall be issued a "drug free" card. Any employee possessing a "drug free" card, notwithstanding any other provision of this agreement, shall not be retested for a period of one year from issue date of the card, provided that, if an Employer seeks to retest employees within sixty (60) days of the expiration date of their "drug-free card" prior to the start of a new job, he may do so. Employees not passing the drug screen shall be removed from the Employers payroll. The Employer agrees to pay the cost for administering the drug test.
10. Payment of all testing will be at the expense of the Employers, except as per Paragraph six (6) herein, or as negotiated with Employer signatory with this agreement. The Union shall encourage their members to be tested at a time convenient to them on a voluntary basis during a six month period starting with the date this agreement becomes effective. Payment for time taking the test shall be paid for by the Employer, but shall not be abused by the employee. Abuse of this clause shall be adjudicated by the Labor Management committee.
11. It is recognized by the parties to this agreement that the consensus of all is that alcohol should not be abused. No Employer is expected to retain in his employment any employee showing his work performance is impaired because of alcohol abuse.
12. Employment shall not be denied to any employee, on a subsequent job, who, although had a positive test, was subsequently retested pursuant to this program, and shown to be negative for drugs. This program does not prohibit the use or possession of any medication prescribed by the employee's physician, or any over-the-counter medication.
13. Any employee who breaches the confidentiality of testing information shall be subject to discipline.
14. All drug tests administered pursuant to this policy shall be for the sole purpose of fulfilling the goals of this policy and shall not be utilized for any other purpose. The drug tests obtained pursuant to this policy shall be confidential in nature and shall be solely for employment purposes.
15. Except as set forth herein, the establishment or operation of this policy shall not curtail any right of an employee found in any law, rule, or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction, or a public agency having jurisdiction over the parties, the remaining portion of the policy shall be unaffected, and the parties shall enter negotiations to replace the affected provision.
16. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suites, or liabilities that may arise solely out of the Employer's application of this program.

MEMORANDUM OF UNDERSTANDING

**CLARIFICATION OF THE HIRING PROCEDURE
REFERENCE: THE RESIDENTIAL LABOR AGREEMENT
ILLINOIS CHAPTER, NECA
AND
LOCAL UNION #193, IBEW**

This Memorandum of Understanding is made and entered into this 5th day of June 2023, between the Illinois Chapter, National Electrical Contractors Association, Inc., on behalf of its Springfield Division and other employers who have authorized it to act for them, hereinafter called the "Employer" and Local Union 193, International Brotherhood of Electrical Workers, hereinafter called the "Union".

WITNESSED

WHEREAS, Pursuant to Council Decision #6728, item #4 states:

"At such time as the local union has 25 residential wiremen working under this agreement, the parties will negotiate and implement a referral procedure."

NOW THEREFORE, the parties to this memorandum will continue to operate under that decision and agree to the following modifications as follows:

ARTICLE IV - HIRING PROCEDURE - TERMINATION SYSTEM


Section 4.01 - Source - The individual Employer shall be free to hire his employees from any source. For the first thirty (30) calendar days, a new employee shall be a probationary employee and may be terminated by his Employer without a reason being assigned. After the probationary period, an employee shall be discharged only for just cause.

Section 4.02 - Out of Classification - When making reductions in the work force an employee working out of classification shall be terminated first by the employer before any employees working in classification.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on this 5th day of June 2023.

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

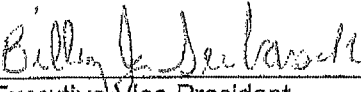
SIGNED FOR LOCAL UNION #193, OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



Division Chairman



President



Executive Vice President



Business Manager & Financial Sec.

MEMORANDUM OF UNDERSTANDING

**To The Residential Labor Agreement
Between
Springfield Division, Illinois Chapter, NECA
and
Local Union #193, International Brotherhood of Electrical Workers**

This Memorandum of Understanding is entered into between the Illinois Chapter, Springfield Division, National Electrical Contractors Association and Local Union No. 193, International Brotherhood of Electrical Workers, approved this 5th day of June, 2023 shall remain in effect for the term of the Residential Labor Agreement.

Special Needs Shift Work

Using standard shift language (See Article III, Section 3.07) shifts of less than five (5) days will be allowed with approval of Local Union #193.

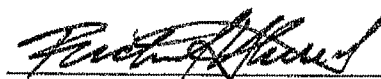
A shift may start if requested by the customer and approved by Local Union #193, two (2) hours in either direction of those listed in the standard shift language.


If requested by the customer, a shift outside of the regular work hours may be designed for less than five (5) days for any continuous eight (8) hour period of work with one-half hour for lunch. Employees working this shift shall receive the straight time rate plus ten percent (10%) for the eight (8) hours worked. This shall be for maintenance work only and shall not apply to new construction or renovation projects.

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

SIGNED FOR LOCAL UNION #193, OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS


Division Chairman


President


Executive Vice President


Business Manager & Financial Sec.

MEMORANDUM OF UNDERSTANDING

**TEMPORARY EMPLOYMENT
THE RESIDENTIAL LABOR AGREEMENT
ILLINOIS CHAPTER, NECA
AND
LOCAL UNION #193, IBEW**

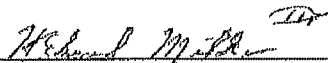
This Memorandum of Understanding is made and entered into this 5th day of June 2023, between the Illinois Chapter, National Electrical Contractors Association, Inc., on behalf of its Springfield Division and other employers who have authorized it to act for them, hereinafter called the "Employer" and Local Union 193, International Brotherhood of Electrical Workers, hereinafter called the "Union".

These provisions only apply to a contractor and Residential Wireman when working in their home local.

If work covered under this agreement is not available, then Employers will be allowed to use Residential Wireman on any non-industrial job in the regular apprentice ratio contained in the Inside CBA provided that it does not lead to the unemployment of a Journeyman Wireman. All prevailing wage work is excluded from this Memorandum. A Residential Wireman cannot displace an Inside apprentice. This can only be used as a temporary measure to give a Residential Wireman employment until Market Recovery Work, or work that falls within the scope of the Residential CBA becomes available.

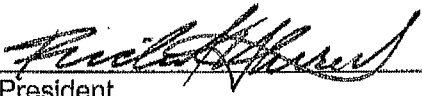
On all jobs exceeding one (1) day duration, the Employer shall notify the Local Union when they will be using this provision, in writing or by fax. The notification shall include the location of the job, the names and classifications of the employees used in this manner.

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




Division Chairman

SIGNED FOR LOCAL UNION #193, OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



President



Executive Vice President



Business Manager & Financial Sec.