

# COMMUNICATION AGREEMENT

By and Between

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

and

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

Dated January 1, 1999

to

June 6, 2021



Chicago and Cook County  
Chapter NECA



Local Union #134  
IBEW



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## Communication Agreement

### AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 1999, by and between The Electrical Contractors' Association of City of Chicago (the "Association"), acting for and on behalf of those companies who have been identified as being represented by the Association by being signatory to a Letter of Assent to be bound by the terms of this Agreement for the purposes of collective bargaining and all companies who become signatory hereto, hereinafter called the "Company", and Local Union No. 134, International Brotherhood of Electrical Workers, AFL/CIO, hereinafter called the "Union".

### WITNESSETH

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Company and to provide for rates of pay, hours of work and other conditions of employment for such employees during the term of this Agreement.

WHEREAS, the purpose of this Agreement shall be to promote harmony in company-employee relations and to assist in the stabilization of the industry by education and cooperation.

WHEREAS, in order to provide the maximum opportunities for continuing employment, good working conditions and better wages for the employee, and to provide the services of this industry to the public at a fair and just price, the Company must be in a position to compete favorably with the various segments of the market for business communications, electronics and sound industry. To these ends this Agreement is made.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

### ARTICLE I

#### Union Recognition – Union Security – Bargaining Unit

**Section 1.01** The Company recognizes the right of its employees to organize and bargain collectively through representatives of their choosing. The Union is hereby recognized as the exclusive bargaining representative for all employees of the Company engaged in the work covered by the terms of this Agreement in the Illinois County of Cook.

**Section 1.02** Employees covered by the terms of this Agreement shall, as a condition of employment, pay or tender to the Union amounts equal to the periodic dues or the applicable agency fee from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

**Section 1.03** The bargaining unit covered by this Agreement shall consist of employees classified as Journeyman and Apprentice.

**Section 1.04** The Company and all employees working under this Agreement within the city limits of Chicago shall operate in accordance with the City of Chicago Ordinance and the rules and regulations of the Electrical Inspection Department of the City of Chicago.

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**Section 1.05** No employee covered by this Agreement shall be subject to any form of discipline if he exercises his right to honor a lawful picket line.

### ARTICLE II Scope of Work

**Section 2.01** This Agreement covers all employees of the Company engaged in the following types of work, irrespective of the site of the work: installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fiber optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fiber optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

The following pertains to each customer job site:

#### Battery Installation

The installation of DC battery back-up systems will be as follows, regardless of the type of setting (self contained battery room or equipment room):

1. All batteries will be unloaded and set in place by the 'A' member.
2. The 'A' membership will bring the primary feeds (480-volt power) to the rectifier and complete all high voltage terminations.
3. The 'C' membership will complete the secondary side (48-volt system). This includes all battery link-up, and both the placing and the lacing of all cables.

#### Fiber Guard

The installation of all Fiber Guard (8"x8" plastic enclosure which houses the fiber optic patch cables) inside the equipment room will be the work of the 'C' membership.

#### Cable, Basket, Finger, and Whale-Bone Tray

The installation of any type of tray system within the equipment room will consist of the following:

The first four members involved would be from the 'C' classification and the next four members would come from the 'A' group. The contractor will then alternate every other member between the 'C' and the 'A' group.

If the Communication Contractor does not have an 'A' agreement then they are to sub-contract the inside portion to an 'A' contractor. A sub-contract letter would then be sent to the Chairman of the Joint Arbitration Board. Nothing in this arrangement is meant to force a 'C' contractor to sign an 'A' letter of Assent. Also nothing in this agreement prevents an 'A' contractor from bidding and installing central office equipment with a total workforce of 'A' members.

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Therefore, this Scope of Work shall exclude only:

1. The installation of power conduit beyond the extent set forth above;
2. The installation of complete continuous conduit systems; and,
3. The installation of communication wire conduit and/or other communication raceway work exceeding an average of one hundred (100) lineal feet per continuous run where another contractor is working on the job for the same customer on the same project under the Principal Agreement (electrical construction agreement) between I.B.E.W., Local 134 and the Electrical Contractors' Association of the City of Chicago, provided said other contractor is ready, willing and able to perform said installation in a timely fashion.

Except for the work specified above, this Scope of Work should in no way conflict with the work covered under the terms of the Agreement between Local 134, I.B.E.W. and the Electrical Contractors' Association of the City of Chicago (commonly referred to as the "Principal Agreement" or the "Construction Agreement"). As referred to above and in this agreement, the 'A' member is any Local Union #134, IBEW member working under the terms of the Principal Agreement; the 'C' member is any Local Union #134, IBEW member working under the terms of the Communication Agreement.

### **ARTICLE III Non-Discrimination**

**Section 3.01** The Employer and the Union agreed that they will not discriminate against any employee because of race, color, religion, sex, national origin, disability, handicap, marital status, parental status, military discharge status, or any other basis protected by law.

**Section 3.02** Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.

### **ARTICLE IV Right of Access - Stewards**

**Section 4.01** The duly authorized representatives of either party, if having in their possession proper credentials, shall be permitted to visit jobs during working hours to interview the Company or the employees, but they shall in no way interfere with the progress of the work.

**Section 4.02** The Business Manager of the Union shall have the right to appoint a steward, at his discretion, to the Company and/or to any job where employees are employed under the terms of this Agreement. The Business Manager of the Union shall also have the right to remove a steward for cause and appoint a successor. Such stewards shall see that the terms and provisions of this Agreement are being observed at all times. They shall be allowed sufficient time by the Company to attend their duties as such. However, this shall not be construed as requiring the Company to place a non-working steward on any job. Under no circumstances shall stewards be discriminated against for the faithful performance of their duties as such.



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**Section 4.03** Provided further, stewards shall in no case cause a stoppage of work. In any case of trouble on the job which they cannot adjust with the Company, they must refer such matters to the Business Manager of the Union, or his/her designee.

**Section 4.04** The steward is to remain employed while the Company has three (3) or more employees therein, unless good cause is shown to justify removal.

**Section 4.05** It is understood that a job shall mean any building or group of directly related buildings located in the area on which the Company is performing the work.

**Section 4.06** The Union shall notify the Company of the appointment of a steward and the Company shall not be required to recognize any other employee in the adjustment of complaints, except as may be provided elsewhere in this Agreement.

**Section 4.07** The steward has the responsibility to inspect all working credentials.

## **ARTICLE V Management Rights - Union Rights**

**Section 5.01** The management of the Company's business and the direction of the working force, including the right to plan, hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or other legitimate reasons; the right to study and introduce new or improved methods of operations or facilities; the right to establish, direct and maintain rules and regulations covering operations are vested exclusively in the Company; provided however, that these rights shall not be exercised in violation of any of the other terms and provisions of the Agreement.

**Section 5.02** The Union reserves the right to discipline its members for violation of its laws, rules and agreements, in accordance with its Constitution and/or By-laws.

## **ARTICLE VI No Strike - No Lockout**

**Section 6.01** The Union agrees that it will not authorize a work stoppage or strike and the Company agrees that it will not engage in a lockout because of any proposed changes in this Agreement or disputes relating from this Agreement.

The Union further agrees that it will take every reasonable means which are within its powers to induce employee(s) engaged in a work stoppage or strike in violation of this Agreement to return to work. There shall be no responsibility on the part of either party, its officers, representatives or affiliates for any lockout, strike or other interruption of work unless it can be shown that either party by its actions or inaction causes a violation of this Section. All questions, disputes or controversies arising hereunder during the term of this Agreement shall be settled and determined solely and exclusively by the conciliation and arbitration procedures provided in the Agreement.

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### ARTICLE VII Grievance Procedure – Electrical Joint Arbitration Board

**Section 7.01** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**Section 7.02** The Electrical Joint Arbitration Board as created in Article I of the Principal Agreement as negotiated by and between the Electrical Contractors' Association of City of Chicago and Local Union #134, International Brotherhood of Electrical Workers shall meet regularly at such stated times as it may decide. It shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary.

**Section 7.03** All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Electrical Joint Arbitration Board.

**Section 7.04** All matters coming before the Electrical Joint Arbitration Board 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 7.05** The Electrical Joint Arbitration Board may appoint a committee for each particular case coming before it composed of at least one representative designated by each of the parties to this Agreement, which committee shall within seven (7) days after its appointment, make a survey of the problem under consideration and shall meet with the secretary of the Electrical Joint Arbitration Board by appointment and shall file with him its findings and recommendations in writing. Thereafter, the committee shall have no further authority. Such findings and recommendations shall be reported to the next meeting of the Electrical Joint Arbitration Board, which shall review and may either approve or disapprove such findings and recommendations. Findings and recommendations of the committee shall not establish future precedents.

**Section 7.06** Should the Electrical Joint Arbitration Board fail to agree or to adjust any matter referred to it, such matter shall then be referred to the Federal Mediation and Conciliation Service for adjudication. In the event the Electrical Joint Arbitration Board is unable to agree on the selection of the odd member of the Board within ten (10) days from the date it has determined the matter before them can be settled in no other way, then in that event either or both parties may call upon the Director of the Federal Mediation and Conciliation Service for the appointment of the odd member of the Board and the parties hereto agree to be bound by this procedure. The decision by the FMCS Mediator shall be final and binding on both parties hereto.

**Section 7.07** 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.

**Section 7.08** The Electrical Joint Arbitration Board shall also have full power to construe and interpret this Agreement and to apply it to situations which may seem to not be clearly covered by its terms.

**Section 7.09** The Electrical Joint Arbitration Board reserves the right to audit the books of any Employer working under the Communication Agreement to determine hours worked and wages paid.

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Where a delinquency is in evidence, the Employees in the employ of the delinquent Employer shall be notified that their benefits are in jeopardy. All action by the Electrical Joint Arbitration Board taken under Article VII, Section 7.08 shall be stated in writing and shall be filed with the Secretary of the Board.

**Section 7.10** The Electrical Joint Arbitration Board shall have full power to enforce this Agreement and to make and enforce working rules for the parties hereto which, in its judgment, is admissible in order to cope with situations with which the parties may be confronted from time to time. In interpreting this Agreement, the Electrical Joint Arbitration Board shall have such authority as is necessary to correct any violation of this Agreement and to ensure compliance with the terms of this Agreement, including but not limited to, liquidated damages as may be necessary and proper.

**Section 7.11** The Electrical Joint Arbitration Board shall have the right to summon Employees employed under this Agreement or Employers signatory to the Agreement as principals or witnesses of a dispute; said summons to be served through the President of the Association or the Business Manager of the Local Union representing said witnesses or principals.

**Section 7.12** Failure on the part of the arbitrators to meet as provided in Article VII, Section 7.05, and to present and maintain a quorum for the consideration of any matter referred to it, as provided in Article VII, Section 7.04, will be a violation of this Agreement on the part of the Association or Union whose members on said Electrical Joint Arbitration Board fail to have present sufficient members to transact business as provided in Article VII, the complaining party may then cause the appointment of the odd member of the Board who shall immediately upon his appointment proceed to examine into the records and hear the evidence in the case or cases before him and render his decision thereon which shall be final and binding on the parties.

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

## **ARTICLE VIII Hours of Work - Overtime**

**Section 8.01** The regular working day for General Foreman, Foreman, Journeyman and Apprentices shall consist of eight (8) hours reckoned between 7:00 A.M. and 4:30 P.M., Monday through Friday, except when a designated holiday intervenes. The Employer may change the starting time of any job or shift by one hour earlier.

**Section 8.02** When so elected by the Company multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 7:00/8:00 a.m. and 3:30/4:30 p.m. Employees on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

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

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

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

All overtime work required after the completion of a regular shift shall be paid at one and one-half (1-1/2) times the "shift" hourly rate. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked.

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

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

Employees shall receive the annuity and Vacation Fund benefits for eight hours on both the second and third shift when a full shift is worked by the employee.

**Section 8.03** Employees shall have the responsibility to work a reasonable amount of overtime. The Company has the right to assign and equitably distribute overtime. Employees shall be paid time and one-half (1-1/2) for all authorized work performed:

- (a) In excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week.
- (b) For all "call out" prior to the employee's regularly scheduled starting time.
- (c) For all installation work performed on Saturday.

All overtime worked must be with the authority of the Company. Unauthorized work shall not be paid for.

**Section 8.04** Double the employees regular straight time rate shall be paid for all work performed on Sundays and the following designated legal holidays. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such.

**Section 8.05** To facilitate meeting customer requirements, the Company may establish and schedule second and third shifts. An employee must be notified of a change in shift hours at least twenty-four (24) hours prior to the shift change.

**Section 8.06** An employee reporting for work during a scheduled work day, without previous notice to the contrary, and who is not permitted to commence work or only works a portion of the first section of the shift, shall be guaranteed four (4) hours work or four (4) hours pay. When the work extends into any portion of the second section of the shift the employee shall be guaranteed eight (8) hours work or eight (8) hours pay.

This section shall not apply to cases beyond the Company's control, such as fires, accidents, storms, floods, power failures, or Acts of God, in which case no guarantee of minimum pay or work shall apply.

**Section 8.07** No transportation expense or traveling time, before or after working hours, shall be paid to employees for traveling to or from any job within the territorial jurisdiction (Cook County, Illinois) covered by this Agreement or to work sites which are within twenty five (25) air miles of the Cook County line.

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**Section 8.08** When employees are sent to work outside the jurisdiction covered by this Agreement, all transportation expenses shall be paid by the Company and room and board shall be paid by the Company if employees are required to remain away from home overnight. Except in cases when an employee is required to remain away from home overnight, employees will be paid for time spent traveling to or from job sites as follows:

(a) Employees will not receive travel pay for time spent traveling to and from sites in Cook County and job sites which are within twenty five (25) air miles of the Cook County line.

(b) When an employee is sent to work at the job located outside of Cook County the employee's work day shall commence and end when the employee crosses a point that is twenty five (25) air miles outside Cook County line.

**Section 8.09** Any employee working a reduced work week for longer than a two consecutive week period, shall be entitled to receive a severance of employment for reduction in force (RIF).

### ARTICLE IX Standby - Callout

**Section 9.01** Employees with the necessary skills may be required to remain in contact with the Company outside of scheduled work hours by use of a Company provided pager or other communications device.

**Section 9.02** The Company shall seek volunteers to be considered for standby duty. Standby duty shall be rotated among the volunteers with the necessary skills and qualifications. If there is an insufficient number of volunteers who possess the necessary skills, the Company may assign standby duty to employees who have the skills required.

**Section 9.03** Standby duty may be assigned for a calendar week or for a weekend (close of business Friday until the opening of business on Monday). Employees on standby duty for a calendar week shall be paid the gross sum of \$250 for a regular seven (7) day period and the gross sum of \$275 for a seven (7) day period where a holiday intervenes. Employees on standby duty for a weekend shall be paid an amount equal to four (4) hours of pay at his/her straight time rate.

**Section 9.04** When an employee on standby duty is required to leave his/her off duty location and immediately reports to work at the designated report location or customer site, the employee shall be paid at the applicable overtime rate from the time he/she leaves his/her residence until the time he/she returns to his/her residence, provided the assignment is not contiguous with his/her scheduled work tour, at which time the employee shall then be paid at the applicable overtime rate from the time the employee leaves his/her residence until the start of the normal work tour.

**Section 9.05** If the employee on standby receives a case of trouble and the employee is able to fix the trouble without leaving his/her residence, the employee shall be compensated at the applicable overtime rate for all time so worked. There shall be a minimum of one-half (1/2) hour pay for such time worked.

**Section 9.06** When another employee is required to substitute for an employee assigned standby duty, the assigned standby duty employee shall make the necessary arrangements for his/her replacement.

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This shall apply in cases where vacation or days off shall conflict with a standby schedule that was published prior to the employee requesting the vacation or time off.

**Section 9.07** "Call-out" shall mean that an employee who is not on standby duty is called while he /she is off duty and instructed to leave his/her off duty location and immediately report to work at the designated report location or customer site. An employee responding to a call-out shall be paid from the time he/she leaves his/her off duty location until the time he/she returns. A minimum of two (2) hours pay at the applicable overtime rate shall be paid unless the call occurs less than two (2) hours before the start of the employee's next scheduled tour, at which time the employee shall be paid from the time the employee leaves his/her off duty location until the start of the scheduled tour.

If the employee can resolve the problem without leaving his/her off duty location, the employee shall be eligible for compensation in accordance with Section 9.05 above.

**Section 9.08** An employee who is called to report to work from his/her off duty location and has worked at least four hours and completes the assignment prior to the beginning of his/her scheduled tour, the employee shall be granted a period of six (6) hours away from the job. That portion of this six (6) hour recuperation period which extends beyond the start of the employee's regularly assigned tour, if any, shall be classified as excused time from work without pay.

When the employee is called to report to work from his/her off duty location and the time spent on the assignment extends to or past the start of the employee's regularly scheduled tour, the employee may be excused without pay for the remainder of the regularly scheduled tour when the total time spent on the assignment and the regularly scheduled tour totals twelve (12) hours.

## ARTICLE X Wages

**Section 10.01** Effective June 5, 2017 through June 3, 2018 the rate of wages for Communication Journeymen shall be \$43.10 per hour.

Effective June 4, 2018 through June 2, 2019 the total Wage and Fringe Benefit Package will be increased by \$2.14 per hour. This increase shall be allocated by the Electrical Joint Arbitration Board.

Effective June 3, 2019 through May 31, 2020 the total Wage and Fringe Benefit Package will be increased by \$2.14 per hour. This increase shall be allocated by the Electrical Joint Arbitration Board.

Effective June 1, 2020 through June 6, 2021 the total Wage and Fringe Benefit Package will be increased by \$2.14 per hour. This increase shall be allocated by the Electrical Joint Arbitration Board.

**Section 10.02** The rate of wages for General Foremen shall be \$4.45 more per hour than the regular Communication Journeyman rate of pay.

**Section 10.03** The rate of wages for Foremen shall be \$2.80 more per hour than the regular Communication Journeyman rate of pay.

**Section 10.04** The rate of wages for Apprentices shall be in percentages of the Communication Journeyman Rate. All percentage increases for apprentices are based upon the On the Job Training (OJT)

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hours accrued for successful completion of related instruction. The following rate of wages for the OJT requirement of the apprentice program will prevail:

STEP	1	0 through 6 Months	C501	40%
STEP	2	7 through 12 Months	C502	45%
STEP	3	13 through 18 Months	C503	50%
STEP	4	19 through 24 Months	C504	55%
STEP	5	25 through 30 Months	C505	60%
STEP	6	31 through 36 Months	C506	70%
STEP	7	37 through 42 Months	C507	80%
STEP	8	43 through 48 Months	C508	90%

Thereafter Communication Journeyman Rate of Pay.

**Section 10.05** The general description of work to be performed by classification and skill necessary to perform same is outlined below:

### **Apprentice:**

Apprentices may have previous experience in work covered in this Agreement or they may be unskilled at the time of employment. They shall perform elemental and semi-skilled work such as pulling cable, termination blocks, and simple adjustments to existing systems. Apprentices may perform maintenance work. Apprentices at the Step 8 or above assigned "on-site" may perform adds, moves and changes for existing customers. Apprentices working "on-site" below Step 8 and Apprentices below Step 9 working in the field must be under the direct supervision of a Journeyman. The Journeyman is not required to constantly watch or work with the Apprentice, but the Journeyman shall lay out the work for the Apprentice to perform. Apprentices working "on-site" above Step 8 and Apprentices above Step 9 working in the field may work without the direct supervision of a Journeyman, however, at no time shall Apprentices be responsible for supervising other Apprentices.

### **Journeyman:**

Skilled Journeymen having experience and displaying proficiency on all work specified in Article II and who by knowledge, experience, training and ability is capable of performing without supervision all the work necessary for the installation, operation, maintenance, repair and service of all business communications, electronic and sound equipment. The Journeyman is also responsible for the work of any Apprentice assigned to assist on the job, and it is also the responsibility of the Journeyman to see that all work is installed in good mechanical and workmanlike manner. Work must meet all requirements and specifications. Faulty work performed chargeable to negligence or incompetence of the Journeyman shall be remedied at the expense of the Journeyman. These charges are subject to grievance and Union inspection.

**Section 10.06** Wages shall be paid not later than 4:30 P.M. on Thursday of each week for all time worked up to 8:00 A.M., the preceding Monday. When holidays occur within the regular workweek, payday may be extended by one day. When employees are laid off or discharged, they shall be paid in full immediately. Employees shall be paid in cash or by check on the job or at the office of the employer, provided employees are allowed time necessary to reach the office. If the employee is not physically available and on the job, the pay check and severance notice are to be mailed to his home address without delay by certified mail, return receipt requested. The Employer may implement a direct deposit plan which shall be mandatory for all employees. In the event that direct deposit is not possible the Employee and the Employer shall work together to reach a mutually agreed solution for the payment of wages each week.

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**Section 10.07** The Employer agrees to deduct and forward to the Electrical Insurance Trustees, upon receipt of a voluntary written authorization, the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws, Article X. Such amount shall be certified to the Employer by the Local Union upon request by the Employer. The Electrical Insurance Trustees' sole obligation shall be to forward working dues received from the Employer to the Financial Secretary of the Local Union. The Electrical Insurance Trustees shall have no authority or obligation to collect delinquent working dues.

**Section 10.08** It shall be the responsibility of the Employee to pay all assessments and basic dues as approved in the Local Union By-Laws.

**Section 10.09** The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Employer for the purpose of complying with Article X, Section 10.07 of this Agreement.

**Section 10.10** The ratio of Apprentices to Journeymen shall not exceed three (3) Apprentices to one (1) Journeyman on any job for installation and no more than one (1) Apprentice to every one (1) Journeyman in the Company.

**Section 10.11** On any job where there are five (5) or more Journeymen working, there shall be a Foreman.

**Section 10.12** All contractors who sign this agreement must employ one or more Journeyman. No owner, partner or financial affiliate shall work with the tools at any time. This shall not be construed to prevent the above persons from loading materials from the warehouse to the truck, from a truck to the job or from the truck to the warehouse. An owner, in fact, shall be allowed to work with the tools until he employs four (4) employees.

## ARTICLE XI Automobile Allowance

**Section 11.01** The employee shall report to the designated report location or job site unless otherwise notified by the Company. The Company shall not be responsible for employee transportation from home to job or from job to home. The Company shall supply transportation, except as provided for in Section 11.03 below, for all employees from report location to job, from job to job and return to the initial reporting locations.

**Section 11.02** The Company may deliver Company equipment and material to the job site or employees may deliver such equipment and material in Company provided vehicles or employees may deliver equipment and material in their personal vehicles, as provided in Section 11.03 below.

**Section 11.03** No employee shall be required to use his personal vehicle for Company business. However, in the event the employee agrees to use his personal vehicle, the Company shall reimburse the employee for all appropriate receipted expenses, such as toll charges and parking. The employee shall also receive payment for such traveled road miles at the then current rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction. If such employee is instructed to transport Company material and/or equipment, other than normal hand tools, he shall be paid a daily travel allowance of \$5.



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**Section 11.04** Employees shall maintain automobile insurance coverage against normal risks and in such amounts as may be required for normal operation of a motor vehicle. The Company may request a copy of the employee's insurance policy and/or certificate of insurance. Employees shall take all reasonable measures to insure the safekeeping of the Company equipment and material when there is overnight or over-the-weekend parking.

**Section 11.05** Nothing in this Article shall exclude the Company from the responsibility for loss resulting from collision, property damage and personal liability which may be incurred while the employee's vehicle is being used for Company business.

### ARTICLE XII School Sessions

**Section 12.01** The Company is aware of the frequent modifications and technical changes in model and equipment and the interest and necessity of the conscientious technician to keep current with all changes and modifications. The Company agrees to pay all tuition fees and for attendance at such authorized training sessions during regular work hours and the employee shall receive pay for such time at the employee's basic wage rate. The Company shall select the employee to receive such training. When selecting such employee, the Company shall consider the employee's ability and seniority. The training period shall be considered as time worked in computing the forty (40) hour workweek for overtime purposes. The Company agrees that Apprentices and Journeymen will be properly instructed to perform the necessary work on new types of equipment.

**Section 12.02** Expenses associated with out-of-jurisdiction training shall be paid by the Company in accordance with the following:

- (a) Lodging, if required, shall be selected by the Company and direct billed to the same, where possible.
- (b) Employees shall receive a travel per diem of \$25, when overnight lodging is required. The travel per diem shall be \$27 for each day over fourteen (14) calendar days of training.
- (c) Authorized transportation expense shall be paid by the Company.
- (d) Employees shall be reimbursed for authorized ground transportation.
- (e) Travel time spent in going to and returning from an out-of-jurisdiction training assignment shall be considered as time worked and paid in accordance with the terms of this Agreement. The maximum allowable compensation rate shall be one and one-half (1 1/2) times the employee's basic wage rate. Travel time shall mean the advertised schedule time.
- (f) Travel shall be scheduled no later or earlier than days contiguous with the training session, whenever possible.

**Section 12.03** When an employee is assigned to training outside of the jurisdiction of this Agreement, the Company and the Union may reach agreement that will vary the amounts detailed in Section 12.02 (b) above to cover extraordinary expenses which could be incurred by the employee.

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**Section 12.04** The parties have agreed in principle to begin development of an extended journeyman training program to be implemented in June 2006.

### ARTICLE XIII Safety

**Section 13.01** Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principals of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and general public.

**Section 13.02** The Company shall notify the Union of safety issues brought to the Company's attention which may have a direct impact on employees in the bargaining unit. Likewise, employees shall notify the Company of any unsafe working conditions brought to their attention.

**Section 13.03** The Company shall make and enforce reasonable provisions for the safety and health of employees during working hours and shall provide all reasonable protective devices and other equipment to protect them from injury. Employees must comply with all reasonable safety rules issued by the Company.

**Section 13.04** Employees shall not be required to work in an area that is unreasonably hazardous to their health or safety. If an employee encounters a hazardous condition in an assigned work area, he shall contact his supervisor for further instructions. When employees express reasonable concerns about their personal safety in connection with an assignment in a locality in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employee will not be required to work alone.

### ARTICLE XIV Referral Procedure

**Section 14.01** In the interest of maintaining an effective system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of Employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**Section 14.02** The Union shall be the sole and exclusive source of referral of applicants for employment.

**Section 14.03** The Employer shall have the right to reject any applicant for employment.

**Section 14.04** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulation, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

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**Section 14.05** The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

**GROUP I** All applicants for employment who have four (4) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Communication Journeyman examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Communication Journeyman by an Communication Joint Apprenticeship and Training Committee and who have been employed for a period of at least one (1) year in the last four (4) years under a collective bargaining agreement between the parties to this Agreement.

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

**GROUP III** All applicants for employment who have two (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties of this Agreement.

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

**Section 14.06** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall be the status of "temporary Employees".

**Section 14.07** The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary Employees" and shall replace such "temporary Employees" as soon as registered applicants for employment are available under the Referral Procedure.

**Section 14.08** "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured in the County of Cook.

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

**Section 14.09** "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 14.10** "Examinations". An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as

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ninety (90) days. An applicant shall be eligible for examination if he has four (4) years experience in the trade.

**Section 14.11** The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**Section 14.12** An applicant who has registered on the "Out of Work List" must renew his application every thirty (30) days or his name will be removed from the "List".

**Section 14.13** An applicant who is hired and who received, through no fault of his own, work of eighty (80) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

**Section 14.14** Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group.

**Section 14.15** The only exceptions which shall be allowed in this order of referral are as follows:

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

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

**Section 14.16** An Appeals Committee is hereby established, composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

**Section 14.17** It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of Article XIV, Section 14.04 through Section 14.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decision shall be in accord with this Agreement.

**Section 14.18** 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 14.19** 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.

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**Section 14.20** Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

**Section 14.21** When making reductions in the number of Employees due to lack of work, Employers shall use the following procedures:

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

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Article XIV, Section 14.15 (a) is required.

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

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

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

**Section 14.22** The following procedures should be used when calling a Foreman by name off the Referral System list. These rules shall be implemented immediately.

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

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

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

(d) A Foreman Call Out Grievance Sub-Committee of the Electrical Joint Arbitration Board has been appointed to hear all claims of violations of these procedures. This EJAB Sub-Committee shall be comprised of one (1) member appointed by the Union and one (1) member appointed by the Association

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and shall meet within forty-eight (48) hours of any claim that the "Foreman Call Out Procedure" has been violated.

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

- (1) The Employer shall not be allowed to call a Foreman by name off the Referral System List for a period of six (6) months.
- (2) The Employee shall immediately be placed at the bottom of the Referral Book for which the Employee qualifies and shall not be allowed to work for the subject Employer for a period of two (2) years.

### ARTICLE XV Apprenticeship and Training

**Section 15.01** There shall be an Electrical Joint Apprenticeship and Training consisting of five (5) members representing the Association and five (5) members representing the Union. This Committee shall adopt local Communication Training Standards in conformity with the National Communication Training standards for the Electrical Contracting Industry. It shall also be responsible for training Communication Journeymen and others. These local standards will be promptly agreed upon by the parties to this Agreement and shall be registered by the Local Joint Apprenticeship and Training Committee with the National Joint Apprenticeship and Training Committee.

**Section 15.02** Members of the Electrical Joint Apprenticeship and Training Committee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Association and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member may succeed himself.

**Section 15.03** The Subcommittee shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

**Section 15.04** The Subcommittee shall meet at least once a month and also when called by the Chairman.

**Section 15.05** The Subcommittee shall supervise all matters involving Communication training in conformity with the provisions of this Agreement and the registered local Communication Training Standards. In case of a deadlock, the matter in dispute shall be referred to the Local Joint Apprenticeship and Training Committee for settlement. Any proposed changes in this Agreement pertaining to Communication Training should first be considered by the Communication Subcommittee for their recommendation before being acted upon by the parties to this Agreement.

**Section 15.06** An Apprentice who has completed his probationary period may be removed from training by the Subcommittee, in accordance with its rules, for cause. Such removal by the Subcommittee also cancels his classification of Apprentice and the opportunity to complete this training.

**Section 15.07** The parties to this Agreement shall be bound by the Electrical Joint Apprenticeship and Training Trust Fund Agreement which conforms to Section 302 of the Labor-Management Relations

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Act of 1947, as amended. The Trustees authorized under this Trust Agreement are hereby authorized to determine the reasonable value of any facilities, materials or services furnished by either party. All funds shall be disbursed in accordance with this Trust Agreement.

**Section 15.08** In order to fund the work of the Electrical Joint Apprenticeship and Training Committee, the Trust and the JATP, the Company shall contribute into the Electrical Joint Apprenticeship and Training Trust Fund an amount agreed to pursuant to Appendix "E" for each hour worked.

### ARTICLE XVI Benefits

**Section 16.01** The following days shall be recognized as legal holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day or days celebrated as such.

**Section 16.02** It is distinctly understood that no construction work shall be done on the first Monday of September, commonly known as Labor Day, except in emergency to preserve life and property and to maintain service to the public.

**Section 16.03** The Company would like thirty (30) days advanced notice from employees wishing to take vacation time, but such vacation time should be scheduled at least two (2) weeks in advance.

**Section 16.04** Health and Welfare contributions shall be made pursuant to the provisions of Appendix "C". Annuity contributions shall be made pursuant to the provisions of Appendix "D". Contributions to the Vacation Account shall be made pursuant to Appendix "F". The Labor Management Cooperation Committee of Chicago (LMCC Chicago) contribution shall be made pursuant to the provisions of Appendix "G". Administrative Maintenance Fund contributions shall be made pursuant to the provisions of Appendix "H".

**Section 16.05** The Electrical Joint Arbitration Board recognizes that the dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry as it relates to safety and productivity are significant. The Board resolves to combat chemical abuse in any form through the Electrical Industry Drug-Free Alliance program. The Board also agrees that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles and legitimate interests of privacy and confidentiality. The Electrical Joint Arbitration Board reserves the right to change or modify any section of the drug testing policy and procedures. The Board also recognizes that funding for this program will be borne by the employers. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the Electrical Industry Drug-Free Alliance policy.

**Section 16.06** The Payroll Report for Participating Employers and a single check payable to Electrical Insurance Trustees covering the Company's contribution for fringe benefits of employees shall be sent monthly to the address as stated in Article XVIII, Section 18.01 (a) of this Agreement.

**Section 16.07** The Electrical Insurance Trustees are authorized and empowered to make the required allocation of the amount received among the various trusts.

**Section 16.08** The failure of the Company to comply with the above provisions shall constitute a breach of this Agreement.

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**Section 16.09** It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

**Section 16.10** An individual Employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

**Section 16.11** The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor Agreement.

**Section 16.12** If an Employer employs an Employee who is related to one of the owners of the Employer as a child, parent, sibling, in-law or spouse of either such owner or the owner's spouse, the Employer shall make fringe benefit contributions on behalf of such Employee on a full-time basis of not less than 40 hours per week for 48 weeks per calendar year; unless the Employer can demonstrate to the satisfaction of the Trustees that the Employee actually worked fewer hours, in which case the Trustees may determine that additional contributions need not be paid on behalf of that relative beyond the hours they determined were actually worked.

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

This Section 16.12 shall not be deemed to require additional contributions on behalf of a relative who, in the absence of such contributions, does not qualify for any welfare benefits under a plan of benefits maintained by the Trustees.

**Section 16.13** Employees on payroll reports submitted to the Electrical Insurance Trustees must be employed by the Participating Employer and signatory to the Communication Agreement. Employers cannot contribute to the Trustees on behalf of leased Employees or Employees of a Professional Employer Organization.

**Section 16.14** The Company agrees that if the Union removes the employees of the Company from any and all job sites because the Company was delinquent for two (2) months in wage or fringe benefit payments due under the terms of this Agreement, such action will not constitute a violation of this Agreement.



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### ARTICLE XVII Wage and Fringe Benefit Performance Bond

**Section 17.01** The Company shall furnish two bonds, each with corporate surety, one to guarantee the payment of wages and working dues with the Union as "obligee" and the other to guarantee the payment of fringe benefit contributions with the Electrical Insurance Trustees as "obligee". The wage bond shall be on a standard form provided by the Union (an example is included in Appendix "J" of this Agreement). The fringe benefit bond shall be on a standard form provided by the Electrical Insurance Trustees (an example is included in Appendix "K" of this Agreement). The Company and the surety licensed to transact business in Illinois, herein called the "Surety", are hereby bound unto the Electrical Insurance Trustees, as Obligee, in the penal sums of (1) Seven Thousand Five Hundred Dollars and 00/100 (\$7,500) for each covered employee of the Company for all fringe benefit contributions to the Obligee and any liquidated damages assessed thereon and (2) Three Thousand and 00/100 (\$3,000) for contributions to the National Electrical Benefit Fund (NEBF) and any liquidated damages assessed thereon. The wage bond shall provide for full payment of net wages and working dues to a maximum of four (4) weeks of wages and working dues. There shall be no deductible on either bond.

**Section 17.02** The bond shall further provide that it may not be terminated without thirty (30) days prior written notice to the Union and the Company.

### ARTICLE XVIII Wage and Fringe Benefit Checks – Delinquency Collection Policy

**Section 18.01** Employers who fail to have sufficient funds in the bank to cover checks issued to Employees for wages and checks issued to the Electrical Insurance Trustees for contributions will be penalized by the Electrical Joint Arbitration Board.

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

**Via United States Postal Service:**

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

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

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

Attention: Electrical Insurance Trustees  
Suite 1615

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

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

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

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

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

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

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

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

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

(2) If an Employer remains delinquent fifteen (15) days after the Past Due Date, the Trust office will promptly send a notice to (a) the Employer for distribution to Employees, (b) affected Employees at their last address in the Insurance Trust records and (c) Local Union No. 134, which explains that coverage under the Insurance Trust will be suspended if the delinquent contributions are not paid by the last day of the month following the Past Due Date. If the Trust office has no address for an Employee, the notice to the Union and his Employer will substitute for notice to the Employee. The Employer must post the notice at the location for other Employee notices. Failure to pay the delinquent amount in full by the last day of the month following the Past Due Date will result in a suspension of coverage and eligibility under the Insurance Trust for claims incurred after the last day of the month following the Past Due Date, and the suspension will continue until eligibility and coverage are reinstated by the Trustees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 18.02** The Union is authorized to reject any wage bond it deems substandard. The Electrical Insurance Trustees are authorized to reject any fringe benefit bond they deem substandard.

**Section 18.03** The failure of an Employer to comply with the above provisions is a breach of this Agreement.

## ARTICLE XIX Workers' Compensation – Unemployment Insurance

**Section 19.01** During the term of this Agreement, the Company agrees to maintain workers' compensation coverage, with a carrier approved by the Illinois Department of Insurance, or be self-insured under policies and rules of the Illinois Industrial Commission, for employees covered by this Agreement. The Company shall furnish the Union with a Certificate of Insurance, or equivalent certification if self-insured, with the appropriate thirty (30) day cancellation notice provision certifying the above coverage as well as other coverage required by this Agreement. Furthermore, the Company shall furnish the Union with its registration number as issued by the Illinois Department of Employment Security.

## **Communication Agreement**

### **ARTICLE XX General Provisions**

**Section 20.01** Employees shall be responsible to provide hand tools identified in Appendix “A” of this Agreement. Employees shall also be responsible for other tools or equipment issued to them by the Company, provided they are furnished with a locker or other safe place for the storage of tools or equipment. Employees shall not be responsible for loss due to forcible entry, hold-up, or wear and tear. Employees that report to work without the tools identified in Appendix A may be denied work until they return with such tools.

**Section 20.02** Local Union No. 134 is a part of the International Brotherhood of Electrical Workers and any violation or annulment of the Agreement of this or any other Local Union of the International Brotherhood of Electrical Workers by the Company will be sufficient cause for cancellation of this Agreement after the facts have been determined by the International Office of the Union. The Company further agrees that it will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation that is not signatory to a collective bargaining agreement with the International Brotherhood of Electrical Workers that active employees covered by this Agreement can perform by working a normal work week.

**Section 20.03** The Agreement shall be binding upon the subsidiaries, successors and assigns of the parties hereto, and no provisions, terms or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sales transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto, or by change, geographical or otherwise, in the location or place of business of either party hereto.

**Section 20.04** The Union requests that the Company operate a bona fide and financially responsible business and that it maintain a suitable, sanitary and well equipped place of business with a business telephone and open during normal business hours and meeting the communications contractor requirements listed in Appendix “B”.

### **ARTICLE XXI Most Favored Nations**

**Section 21.01** If, after the date of this Agreement, the Union grants to any other employer or employer association in a business with a similar scope of work as defined in Article II of this Agreement a more favorable rate of pay or more favorable term or condition of employment, the Company shall, at its option, have the same become immediately effective for all work performed under this Agreement.

**Section 21.02** In recognition that the Company has lesser opportunity than the Union to be informed of the terms and conditions of any agreements which the Union may negotiate with other employers in the business of communications, electronics, security and/or sound industry, the Union agrees that whenever it negotiates with any such other employer it will provide the Company a copy of the terms and conditions resulting from such negotiations.

**Section 21.03** The provisions of this Article shall apply to any new collective bargaining agreements signed with the Union during the term of this Agreement.

## Communication Agreement

### ARTICLE XXII

#### Duration

**Section 22.01** This Agreement shall take effect June 5, 2017 and shall remain in effect until eleven fifty-nine (11:59 p.m.) June 6, 2021. It will be automatically renewed for one (1) or more additional periods of fifty-two (52) weeks each until amended or terminated as hereinafter provided.

**Section 22.02** Either party may at least sixty (60) days but not more than seventy-five (75) days prior to June 4, 2017, give notice of its desire to reopen the Agreement for the purpose of negotiating with respect to wages and working conditions and the parties shall meet within thirty (30) days thereafter to negotiate with respect to this request.

**Section 22.03** Either party desiring that this Agreement be amended, effective for any yearly period subsequent to the initial period described in Section 22.01 above, shall notify the other party in writing, not less than sixty (60) days and not more than seventy-five (75) days prior to the beginning of the yearly period for which it is desired that the amendments become effective, of its desire to reopen the Agreement for the purpose of negotiating with respect to wages and/or working conditions. Negotiations with respect to desired amendments shall commence not more than thirty (30) days prior to the first day of such yearly period, unless the parties mutually agree otherwise.

**Section 22.04** Either party desiring to terminate this Agreement at the end of the initial period described in Section 22.01 above, or at the end of any yearly period thereafter, shall notify the other party in writing at least sixty (60) days prior to the expiration of the initial period, or of the then current yearly period, such notice to set forth fully the reason or reasons for the desire to terminate in order that the parties may, prior to the end of any such period, have an opportunity to discuss and settle any existing differences of opinions as to the reason or reasons for the desire to terminate, to settle any controversial issues which may become involved in reaching agreement or to agree on a definite means of settling all such differences or issues.

**Section 22.05** Nothing in this Article shall be construed to prevent the parties from making any changes in this Agreement which are mutually agreeable to the parties at any time during the tenure of this Agreement.

**Section 22.06** Any changes agreed upon shall be reduced to writing, signed by both parties hereto, and submitted by the Union to the International Office of the I.B.E.W. for approval, and approved by the International Office the same as this Agreement.

### ARTICLE XXIII

#### Separability

**Section 23.01** 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.

**Communication Agreement**

**ARTICLE XXIV  
Veterans' Rights**

**Section 24.01** The parties agree that Employers shall fully comply with their obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994, Public Law 103-353 (USERRA).

**Section 24.02** An Employer re-employing a person who enjoys veterans' rights under USERRA shall provide written notification to the Electrical Insurance Trustees within 30 days after the date of such re-employment. An Employer who fails to provide timely notification pursuant to this section shall be liable for all damages caused by such failure.

**IN WITNESS WHEREOF**, the parties hereto have executed this Communication Agreement by and between the Electrical Contractors' Association of City of Chicago and Local Union #134, IBEW on this 5<sup>th</sup> day of June 2017.

Electrical Contractors' Association  
of City of Chicago



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Eric F. Nixon  
President

Local Union #134  
International Brotherhood of Electrical Workers



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Don Finn  
Business Manager, Financial Secretary

## **Appendix A Tools**

The tools listed below are required for each Apprentice and/or Journeyman covered by this Agreement.

1. BLACK TOOL CASE OR EQUIVALENT
2. PUNCH ON TOOL
3. CABLE CUTTERS
4. DIAGONAL STRIPPERS
5. ASSORTED FLATBLADE SCREWDRIVERS
6. ASSORTED PHILLIPS SCREWDRIVERS
7. HAMMER
8. LEVEL
9. HACK SAW
10. TAPE RULE
11. LONG NOSE PLIERS
12. SCRATCH AWL
13. ADJUSTABLE CRESCENT WRENCH
14. LINEMAN PLIERS
15. CHANNEL LOCKS
16. FLASHLIGHT
17. SCISSORS
18. CHISEL
19. DROP CHAIN
20. TOOL BELT OR POUCH
21. T-25 STAPLE GUN

Tools are subject to inspection by the Company. Employees are responsible for the safekeeping of their tools and equipment.

### SUGGESTED TOOL LIST

1. ALLEN WRENCH SET
2. SOLDERING IRON
3. BICS PUNCH-ON TOOL
4. BICS BLOCK TEST CLIPS
5. WIRE-WRAP UNWRAP TOOL
6. WRAP AROUND CABLE STRIPPER
7. TESTTAR 2 PR. MOD CLIP TO 66M150 BLOCK
8. TELEPHONE SET
9. TONER
10. PROBE



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**Appendix B**  
**Communication Contractors' Requirements**

Listed below are the requirements in order to become a communication contractor with I.B.E.W. Local 134.

- ◆ All communication contractors must have a Federal Tax I. D. number.
- ◆ A copy of the Supervisor Electrician's License is required to be given to the Union for its files.
- ◆ A wage and fringe benefit bond must be obtained as provided for in Article XVII.
- ◆ The Company must have a Certificate of Insurance on Workers' Compensation for the State of Illinois as provided for in Article XIX.
- ◆ Each Employee covered by the terms of this Agreement must be issued a Form W-2 by the Employer for purposes of Federal payroll taxes.

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## **Appendix C**

### **Health and Welfare Contribution**

Effective June 5, 2017 the Company shall contribute an amount equal to \$8.88 per hour to the Electrical Insurance Trustees for all hours worked for all Journeymen and the same amount for all other employees below the maximum rate to cover Health and Welfare benefits.

The Electrical Joint Arbitration Board will determine the rate for the Health and Welfare contribution each year.

The making of said contribution shall completely satisfy any obligation by the Company for health and welfare benefits or contributions to said Plan, for any and all of its employees covered by the terms of this Collective Bargaining Agreement and their dependents, and the Company shall not be obligated to see to the application of said contributions or for the provision of any benefits to anyone.

Provided, that the Company shall be liable for hospitalization and surgical benefits to the covered employees if the Company is notified by the insurance company that Company is delinquent in insurance premium payments and said Company remains delinquent for more than ten (10) days after receipt of said notification from the insurance company.

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**Appendix D**  
**Annuity Contribution**

Effective June 5, 2017, the Annuity contribution shall be \$11.90 per hour for all hours worked for all Journeymen and the same amount for all other employees below the maximum rate.

This amount may be changed during the life of this Agreement through the application of monies resulting from the annual increases as provided in Article X.

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**Appendix E**  
**Apprenticeship and Training Contribution**

Effective June 5, 2017, the Apprenticeship contribution shall be \$.85 per hour for all hours worked for each employee.

This contribution is part of the negotiated wage and benefit package, and as such may be increased through the application of monies resulting from annual increases as provided in Article X, decreased if so determined by the Electrical Joint Arbitration Board and/or reallocated if not needed for the Apprenticeship program.



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**Appendix F**  
**Vacation Savings Account**

Effective June 5, 2017 the Employer shall add the Vacation Savings Account (VSA) contribution to employees' wages each pay period. The amount to be included is \$1.00 per each straight time hour. The Vacation Savings Account contribution should be added to the hourly wage rate for tax purposes. The Vacation Savings Account is a per hour contribution, is paid on all hours worked, and is not subject to over time increase. NEBF contributions should be paid on the pretax Vacation Savings Account contribution.

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**Appendix G**  
**LMCC Chicago**

Effective June 5, 2017 the Labor Management Cooperation Committee of Chicago (LMCC Chicago) contribution shall be \$.20 per hour for all hours worked for all Journeymen and the same amount for all other employees below the maximum rate.

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**Appendix H**  
**Administrative Maintenance Fund**

Effective June 5, 2017, all Employers covered by this Agreement shall contribute \$.08 per hour worked for each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The moneys are for the purpose of administration of the collective bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Electrical Contractors' Association of City of Chicago and not the Local Union.

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

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Appendix I

# Employer's Wage Bond

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

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

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

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

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

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

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

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

**Principal**

**Surety**

\_\_\_\_\_

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

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

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



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Appendix J

# Employer's Fringe Benefit Bond

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

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

and \_\_\_\_\_, a surety licensed to transact business in Illinois, herein called the "Surety", are hereby bound unto the **Electrical Insurance Trustees**, as Obligee, in the penal sum of Seven Thousand Five Hundred Dollars and 00/100 (\$7,500) for each covered employee of the Principal for all fringe benefit contributions to the Obligee and any liquidated damages assessed thereon, for the payment of which each of the undersigned hereby binds itself, its successors and assigns. A deductible of Three Thousand Dollars and 00/100 (\$3,000) shall apply to the total claim. If the claim is adjusted due to the limitation of \$7,500 per covered employee, the deductible shall be applied to the adjusted claim.

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

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

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

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

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

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

Principal

Surety

\_\_\_\_\_

\_\_\_\_\_

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

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

Agent and attorney-in-fact

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