

DUPAGE COUNTY DIVISION
 NORTHEASTERN ILLINOIS CHAPTER NECA
 AND
 LOCAL UNION 701, I.B.E.W.
INSIDE/COMMERCIAL AGREEMENT

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INSIDE/COMMERCIAL AGREEMENT

Agreement by and between the DuPage Division, Northeastern Illinois Chapter, National Electrical Contractors Association, Inc. and Local Union No. 701, International Brotherhood of Electrical Workers. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the DuPage Division, Northeastern Illinois Chapter, National Electrical Contractors Association, Inc., and the term "Union" shall mean Local Union No. 701, International Brotherhood of Electrical Workers. The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

BASIC PRINCIPLES

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

ARTICLE I

EFFECTIVE DATE – AMENDMENTS – TERMINATION – GRIEVANCES

SECTION 1.01. EFFECTIVE DATE. This Agreement shall take effect May 31, 2010, and shall remain in effect until June 3, 2012, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter from the closest Monday to June 1 through the closest Sunday to May 31 of each year, unless changed or terminated in the way later provided herein. It is agreed that the Agreement will be open for negotiations in the second year with each party being limited to negotiating for only one language issue and wages.

SECTION 1.02. CHANGE OR TERMINATE. (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to Council, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

SECTION 1.03. MUTUAL CONSENT AND APPROVAL. This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

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

SECTION 1.05. LABOR MANAGEMENT COMMITTEE. There shall be a Labor Management Committee of four representing the Union and four representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representative and the Chapter shall select the management representative.

SECTION 1.06. GRIEVANCES. 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 forty-eight (48) hours, they shall refer the same to the Labor Management Committee.

SECTION 1.07. COMMITTEE QUORUM. All matters coming before the Labor Management Committee shall be decided by a majority vote. Six (6) members of the Committee, three (3) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

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

SECTION 1.09. 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 1.10. Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 10 working days after having knowledge of the event shall be deemed to no longer exist.

SECTION 1.11. The parties agree to implement a mutually agreed upon small works agreement to be completed by January 1, 2011.

ARTICLE II

DEFINITION – RECOGNITION

SECTION 2.01. EMPLOYER RESPONSIBILITIES. Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the Electrical Contracting Industry. In this instrument, an "Employer" shall mean a person, firm or corporation whose principal business is electrical contracting. "Electrical Contracting" shall mean the business of erecting, installing, repairing, servicing or maintaining electric wiring, devices, appliances, or equipment, including purchasing from suppliers or selling of furnished manufactured parts or products. The Employer shall maintain a place of business used solely for the transaction of business and shall maintain a suitable stature to meet the payroll requirements. All contractors' vehicles shall be lettered in the company name.

SECTION 2.02. INSURANCE. For all employees covered by this Agreement, the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in this State, Social Security and other protective insurance as may be required by the laws of this State and shall furnish satisfactory proof of such to the Local Union. All contractors shall voluntarily elect to extend the coverage of the Illinois Unemployment Compensation Act to all employees. Contractors must file their registration number assigned to them under the provisions of said Act with the Local Union. The Local Union office shall furnish this information to the Labor Management Committee upon request. Contractors failing to file their registration number shall be considered as violating this Agreement.

SECTION 2.03. EMPLOYER WORKING WITH TOOLS. All contractors who sign this Agreement must employ one or more employees covered by this Agreement when performing work under this Agreement. No contractor shall work with the tools unless he has in his

employ one (1) or more employees covered by the terms of this Agreement employed at all times. When there is more than one member of a firm, partnership or corporation actively engaged in the business and working with the tools, there shall be employed an employee covered by the terms of this Agreement for each member so engaged. This number shall not include apprentices.

SECTION 2.04. An Employee of a closely held corporation who is a spouse or other close relative of a majority shareholder of the Employer, and who enjoys special privileges or status and/or who exercises control over the company may be deemed to be an "Owner In Fact" of the company.

On behalf of any such "Owner In Fact", the Employer shall pay contributions to the Fringe Benefit Funds, pursuant to Article VIII, IX, X, XI, XIII, XIV of this Agreement, on the basis of the gross wages of a Journeyman for the hours actually worked by such individual. Pursuant to Article X of this Agreement, a minimum contribution shall be made to the General Welfare Fund as though such "Owner In Fact" worked not less than one thousand seven hundred and fifty (1750) hours per year. On all contractors that employ a total of four (4) men or less, the "Owner In Fact" shall pay all contributions listed above for hours worked only for the terms of this contract. An "Owner In Fact" shall only qualify for this reduction in the minimum hours reported on a one time basis and cannot return to this level once the Employer employs more than four (4) men as stated above.

All determination as to an individual's status as "Owner In Fact" shall be made by the Labor Management Committee, based on consideration of the individual's "special status" and/or the extent and nature of his control over the company, and shall be conclusive upon the parties. Should the Committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.08 of this Agreement.

SECTION 2.05. INSTALLATION OF CONDUIT. The employees covered by this Agreement shall perform the following work: the installation of all electrical conduit and thin wall conduit, the wiring of all electrical operated heating systems, all electrical operated control systems. Only employees covered by the terms and conditions of this Agreement shall perform any of the work tasks herein defined, and in accordance with other provisions of this Agreement.

SECTION 2.06. UNION RECOGNITION. The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive collective bargaining agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's employees authorize the Union to represent them in collective bargaining.

SECTION 2.07. All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the eighth day following the date of their employment or the effective date of this Agreement, whichever is later.

SECTION 2.08. SURETY BOND. All contractors shall be endorsed on the IBEW Local 701 Contractor's Wage and Fringe Benefit Master Bond as currently in effect from time to time between IBEW Local 701 and the applicable Surety, or shall provide an alternate bond containing terms acceptable to IBEW Local 701.

ALL WAGES AND

ALL FRINGE BENEFITS

A list of contractors complying with this Section will be submitted by the Union to the DuPage Division of the National Electrical Contractors Association upon written request by the Chapter.

ARTICLE III

REFERRAL PROCEDURE

SECTION 3.01. In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

SECTION 3.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

SECTION 3.03. The Employer shall have the right to reject any applicant for employment.

SECTION 3.04. 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, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

SECTION 3.05. 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.

JOURNEYMAN WIREMAN/JOURNEYMAN TECHNICIAN

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 Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW; or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

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

GROUP II. All applicants for employment who have four (4) or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW; or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee.

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

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

SECTION 3.06. 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, Saturday, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

SECTION 3.07. 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 3.08. "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:

All of DuPage County; Townships of Wayne, Bloomingdale, Addison, Winfield, Milton, York, Naperville, Lisle and Downers Grove, all in the State of Illinois.

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 area under the Davis-Bacon Act to which the Agreement applies.

SECTION 3.09. "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 3.10. "Examinations". An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four (4) years experience in the trade.

SECTION 3.11. 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 3.12. An applicant who has registered on the "Out of Work List" must renew his application every sixty (60) days or his name will be removed from the "List".

SECTION 3.13. An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

SECTION 3.14. (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer the 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 successfully from the "Out of Work List" in Group II and 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 his Group.

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

SECTION 3.15. The only exception 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 the names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

SECTION 3.16. An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

SECTION 3.17. 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 Section 3.04 through 3.15 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 3.18. 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 3.19. 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.

SECTION 3.20. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

SECTION 3.21. 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 skill requirement as provided for In section 3.15 (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.

SECTION 3.22. WORKER RECALL. An Employer shall have the right to recall for employment any former employee that the employer has laid off provided:

- a. The employee being recalled had worked for the employer for thirty (30) working days prior to being recalled.
- b. The time elapsed since the last layoff has not exceeded a period of thirty (30) working days.
- c. The former employee is on the referral list (regardless of the individual's position on the list).
- d. The former employee is not an apprentice.
- e. The recall must be for a duration of fifteen (15) days or longer.
- f. An employee can only be recalled by a particular employer two times per year.

However, any employee contacted for recall shall have the same rights under this Agreement to refuse that particular job call as he or she may have to refuse any other job call. Refusal will not affect his/her state unemployment benefit rights.

ARTICLE IV

EMPLOYER RIGHTS – UNION RIGHTS

SECTION 4.01. SUBLETTING & ASSIGNING. (a) The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved agreement of this or any other Local Union of the IBEW, other than violations of paragraph (b) of this Section will be sufficient cause for cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such violation or annulment has occurred.

(b) The subletting, assigning or transfer by an individual employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

(c) All charges of violation of paragraph (b) of this Article shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

SECTION 4.02. EMPLOYEE CONTRACTING. No employee in the bargaining unit covered by the terms of this Agreement, while he remains subject to employment by Employers operating thereunder, shall himself become a contractor for the performance of any electrical work.

SECTION 4.03. It is hereby understood and agreed that it is the policy of the members of the Union to promote, by all legal means the use of material and equipment manufactured, processed or repaired under economically sound wage, hour and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

SECTION 4.04. TRAVELING CONTRACTOR. An Employer signatory to a collective bargaining agreement or to a Letter of Assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four (4) bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two (2) bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for handling of grievances with the exception that any decision of a local Labor-Management Committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification or rescission by the Council on Industrial Relations.

SECTION 4.05. STEWARDS. The Union reserves the right to appoint a steward at shops and on all jobs where workmen are employed under the terms of this Agreement, and Employers shall be notified of the appointment. All stewards shall be allowed time to see that the terms and conditions of this Agreement are observed at his shop or on his job. No steward shall be discriminated against by any Employer because of his faithful performance of his duties as steward. Whenever practical, the steward shall be last Journeyman Wireman to be laid off any job or shop.

The Business Manager shall notify the Employer in writing as to who the steward is in a shop or on a job.

SECTION 4.06. SAFETY. Workmen shall install all electrical work in a safe and workmanlike manner, in accordance with applicable codes and in accordance with the N.E.C.A. standard of installation as read and agreed to on June 1, 1999.

SECTION 4.07. IMPROPER WORKMANSHIP. A Journeyman Wireman shall be required to make corrections on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or the Employer's representative. Employer shall notify the Union of Journeyman Wiremen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

SECTION 4.08. EMPLOYER RESPONSIBILITY. The Employer shall be responsible for all construction work contracted for by him and shall see that any and all corrections are made to said work due to improper workmanship and faulty material.

SECTION 4.09. JOB ACCESS. The representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

SECTION 4.10. MANAGEMENT RIGHTS. The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement, in planning, directing and controlling the operation of all his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

SECTION 4.11. The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better

terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

SECTION 4.12. The Employer shall complete Davis-Bacon Wage and Fringe Benefit Determination forms for Federal and State projects after a job award and return completed forms immediately to the Local Union Office. The forms will be provided by Local Union 701, I.B.E.W.

ARTICLE V

HOURS – WAGES – WORKING CONDITIONS

SECTION 5.01. HOURS. Eight (8) hours work between the hours of 6:00 A.M. and 4:30 P.M. with one-half (1/2) hour for a lunch period, between 12:00 P.M. and 12:30 P.M., shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, inclusive, shall constitute the work week.

By mutual consent between the Union and the Association, the starting time for each job and shift may be varied by two (2) hours. If at any time twelve percent (12%) or more of the workmen normally employed under the terms of this Agreement are unemployed, then the Labor Management Committee can meet immediately and investigate the facts. The Labor Management Committee may then declare that the work week can be four (4) eight (8) hour days within a five (5) day period, Monday through Friday inclusive. This shorter work week will continue until the Labor Management Committee shall declare the forty (40) hour week standard.

SECTION 5.02. SHIFT WORK. When so selected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

FIRST SHIFT The first shift (day shift) shall be worked between the hours of 6:00 A.M. and 4:30 P.M. Workmen on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.

SECOND SHIFT The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the swing shift shall receive eight (8) hours pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 ½) hours work.

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

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

All overtime work required after the completion of a regular shift shall be paid at one and one-half (1 ½) times the shift hourly rate.

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

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

If there is not a first shift worked, the starting time of the second shift shall be between the hours of 2:30 p.m. and 5:30 p.m. If there is not a second shift worked the starting time for the third shift shall be between the hours of 9:30 p.m. and 12:30 a.m.

SECTION 5.03. OVERTIME. All worked performed outside the regular scheduled work days and on Saturday shall be paid for at one and one-half (1 ½) times the regular straight time rate of pay.

SECTION 5.04. DINNER PERIOD. When four (4) or more hours of overtime work is required, after a regular scheduled work day, then a one-half (1/2) hour dinner period shall be allowed the men working.

SECTION 5.05. HOLIDAYS. All work performed on Sundays and the following holidays, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double the regular straight time rate. These holidays shall be observed on the calendar day except if the Federal Government officially designates a different date, the holiday shall be observed on that designated day.

Notice shall be given to the Local Union office before any work is performed on new construction outside of the regular work week. This will not apply to emergencies or repair work.

SECTION 5.06. LABOR DAY. No work shall be performed on Labor Day except in case of emergency.

SECTION 5.07. JOB SITE CHANGE FOR OVERTIME. Workmen having worked eight (8) hours in any one (1) day or four (4) hours on Saturday on one job will not be allowed to go to another job on that day or night to work overtime, unless all workmen on that job are working overtime. Employers shall notify the Union of any such work to be performed under this Section.

SECTION 5.08. WAGES. The minimum hourly rate of wages shall be as follows:

JOURNEYMAN WIREMAN:

EFFECTIVE 5/31/10-----\$36.20 (Appendix A)

EFFECTIVE 11/29/10-----\$1.60 to be distributed

FOREMAN:

110% of Journeyman Wireman hourly wage rate.

GENERAL FOREMAN:

116% of Journeyman Wireman hourly wage rate.

AREA GENERAL FOREMAN:

122% of Journeyman Wireman hourly wage rate.

The Joint Apprenticeship Training Committee shall provide a Supervisory Training Program.

SECTION 5.09. PAY DAY. Wages shall not be paid later than the end of the established regular work day within thirty-two (32) regular working hours after the pay period ends. Starting May 31, 2010 any contractor can implement electronic transfer of payroll checks. If an employee does not want electronic transfer the employee will have the option to have his or her check mailed to them or pick up his or her pay check at the shop on their own time. Any contractor who mails checks must have them postmarked within thirty-two (32) regular working hours after the pay period ends. Employers who do not implement electronic transfer of payroll checks, along with all calls of fourteen (14) days or less, layoffs and fires must pay employees in full and in person. In the event employees are not paid their wages at or before quitting time, waiting time shall be paid at employee's straight time rate of pay which shall be paid until payment is made, but waiting time shall not exceed eight (8) hours in any one (1) twenty-four (24) hour period.

SECTION 5.10. INSUFFICIENT FUNDS. When wages are paid by check and the payment of any check is refused on account of insufficient funds, etc., the Employer so offending shall thereafter be required to pay all wages in currency until such time as the Local Union Executive Board shall permit payment otherwise. Any workman discharged by the Employer shall be paid all wages due immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made, with no more than eight (8) regular hours charged per day until the workman is paid.

SECTION 5.11. (a) LAYOFF NOTICE. Any workman laid off shall be notified of same not less than one (1) hour before being laid off so that he may have time to pick up his personal tools and belongings and leave the job.

(b) OPTIONAL LAYOFF. When an employee accepts a job call in Local 701's jurisdiction and is transferred to a job in another jurisdiction, the employee shall have the option of accepting a lay-off.

(c) When an employee participates in a shop or in house lay off that exceeds thirty working days, the employee shall have the option to request an unconditional lay off which will not affect his/her state unemployment benefit rights.

SECTION 5.12. (a) FOREMAN-GENERAL FOREMAN APPOINTMENT. On all jobs requiring four (4) or more employees, one (1) or more as required shall be appointed Foreman by the Employer, and the Foreman shall have no more than ten (10) men working for him. Thereafter a new Foreman must be appointed. When there are two (2) Foreman on the job, one (1) of them must be appointed General Foreman. The General Foreman shall have no more than seven (7) foreman under him, after which an Area General Foreman shall be appointed.

(b) The Employer shall have the right to call foreman by name provided:

1. The Employee has been registered on the appropriate Out-of-Work Book for two weeks or is below number one hundred (100) on the Group I list.
2. The Employer shall notify the Business Manager in writing the name of the individual who is to be requested for employment as a foreman. Upon such request, the Business Manager shall refer said foreman, provided the name appears on the Group I list.
3. When an employee is called as a foreman, he must remain as a foreman for one thousand (1000) hours or must receive a "Reduction In Force".
4. On foreman call outs that are less than fourteen (14) days the member will be reinstated at his or her appropriate spot on the "Out of Work List". This member will not be eligible for a fourteen (14) day call until the short calls have gone through the entire out of work list and back to the member who was called out as a foreman. A member can only be called out as a foreman two (2) times in a calendar year. All other foreman call out language will remain the same.

SECTION 5.13. AGE RATIO. On all jobs requiring five (5) or more Journeyman, at least every fifth (5th) Journeyman, if available, shall be fifty (50) years of age or older.

SECTION 5.14. SHOW-UP TIME. All workmen shall have their time paid from the time of reporting to work and shall not be paid less than four (4) hours for any one (1) work day unless it is through some fault of their own, except in the event of a condition over which the

Employer has no control, such as bad weather conditions. Then the men shall be paid two (2) hours show-up time and in the event that work continues after two (2) hours, they shall be paid four (4) hours; in the event that work continues after four (4) hours, they shall be paid for six (6) hours; in the event that work continues after six (6) hours, they shall be paid for eight (8) hours. Should workmen be unable to report to work, they must notify the Employer one (1) hour prior to the start of the normal work day. When workmen are not to report to work on the following day, the Employer shall notify such workmen before they leave the job on the preceding work day. This language is not intended to replace or diminish in any way Section 5.15 of the Agreement, which describes emergency call out.

SECTION 5.15. EMERGENCY CALL-OUT. When an employee is required to work outside of the regular work hours, a minimum of two (2) hours at the appropriate rate of pay shall be paid.

SECTION 5.16. SHOP OR JOB SITE. When the Employer has no permanent shop located in the jurisdiction of the Union, then under such circumstances the job site shall be considered the shop location.

SECTION 5.17. TRAVELING TIME. (a) No traveling time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Local Union when the Employer orders the workmen to report to the job.

(b) When a workman is ordered from his reporting job to another job, by his Employer, he may be moved once on his Employer's orders. The Employer shall pay him mileage based on the current Internal Revenue Service rate of compensation for each mile for all other moves.

(c) On work outside the jurisdiction of the Local Union, when the employee is required to remain away from home overnight or any extended time, the Employer shall furnish transportation, room and board and all other necessary expenses including straight time for traveling.

SECTION 5.18. REPORTING TIME. Any workman required by his Employer to go to the Employer's shop shall report at the designated place in sufficient time to begin work at the regular starting time, or if workmen are required to report at the shop at the end of the established work day, they shall come in on the Employer's time.

SECTION 5.19. Workmen shall be required to report on the job in sufficient time to begin work at the regular starting time and shall remain on the job until the regular quitting time unless working overtime.

SECTION 5.20. SUPERVISION. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman, the Contractor or job estimator.

SECTION 5.21. The fabrication and assembling of all electrical conduit and equipment, other than what is done by manufacturers, to be used or installed at jobsites located in the jurisdiction of Local 701 IBEW, shall be performed by IBEW members with wages and benefits specifically provided for in the current Inside collective bargaining agreement.

SECTION 5.22. TRANSPORTING TOOLS AND MATERIAL. No workman shall use his automobile to transport tools or material, except his own personal kit of tools as listed in the Section 5.24.

SECTION 5.23. TOOL LIST. Workmen shall provide themselves with a kit of tools such as customarily furnished by workmen for the classification of work. All journeymen and apprentices shall furnish the following set of tools:

- | | |
|--|---|
| 1 Tool Box or Tool Bag | 3 Various Straight Blade Screwdrivers |
| 2 Pair 9 ½" Channel Lock Pliers | 3 Various Phillips Screwdrivers |
| 1 Long Nose Pliers | 1 Torpedo Level |
| 1 Side Cutting Pliers (Kliers) | 1 Pair Long Nose Pliers 6" |
| 1 Six (6) Foot Rule | 1 Key Hole Saw Handle |
| 1 Twenty-five (25) Foot Measuring Tape | 1 Hacksaw Frame |
| 1 Knife | 1 Set Hollow Stem Nut Drivers(3/16" to ½) |
| 1 Cold Chisel | 1 Pair Tin Snips |
| 1 Wood Chisel | 1 Tap Wrench & Taps (6/32 to ¼-20) |
| 1 Wire Stripper | 1 Set Allen Wrenches to ½" |
| 1 Claw Hammer | 1 Square Tip Conduit De Bur |
| 1 Scratch Awl | 1 Adjustable 10" Crescent Wrench |
| 1 Center Punch | 1 Combination Square |
| 1 Flashlight | 1 Stake-On Pliers |
| 1 6 to 600 Volt Tester with Continuity | 1 3-Sided File |

SECTION 5.24. The workman may furnish any additional tools he may desire to make his job easier and less tiring. This list excludes the workman carrying any power tools, extension cords, ladders, electrical materials etc.

SECTION 5.25. EMPLOYER TOOLS. The Employer shall furnish all cutting tools, and all other necessary tools and equipment and provide facilities for delivering and storage of both tools and material on the job site. Workmen will be held responsible for the tools or equipment issued to them provided the Employer furnishes the necessary lockers, tool boxes or other safe places for storage.

SECTION 5.26. PERSONAL TOOL BOXES. The workmen can carry in their personal tool boxes these tools furnished by the Employer, namely:

- | | |
|--------------------|----------------|
| Wood Bits | Hacksaw blades |
| Keyhole saw blades | 1 ½" Bender |

1 50' Fish tape
White gas or propane tank
1 Set of Knock-Out-Punches
up to 2"
Optional battery powered drill

1 Junk box
1 3/4" bender
Star drills and A-J sets

SECTION 5.27. PUTTING AWAY TOOLS. Workmen shall be allowed necessary time to pick up all material and tools and store same in a safe place provided by the Contractor at the end of the working day or upon leaving the job during working hours.

SECTION 5.28. POSTED JOB LABEL. All workmen shall post a job label on each job as approved and furnished by the Local Union in the switch box at the front door of the building. When the service equipment is installed, the label shall then be placed on the front of the distribution panel.

SECTION 5.29. REMOTE PARKING. In the event that an Employer must report for work one thousand (1000') horizontal feet or further from a designated parking area, the Employer shall furnish transportation from said designated parking to where the Employee reports for work in a vehicle protected from inclement weather.

ARTICLE VI

SAFETY

SECTION 6.01. Each Employer, operating under the requirements of the Federal or State Occupational Safety and Health Acts (OSHA) has the general duty to furnish each of his employees a place of employment, free from recognized hazards causing, or likely to cause, death or physical harm, and the Employer has the specific duty of complying with safety and health standards promulgated under the act.

SECTION 6.02. (a) It is the Employers exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

(b) Each employee has the duty to comply with these safety and health standards, and all rules, regulations and orders issued pursuant to the act which are applicable to his own actions and conduct. Failure on the part of any employee to adhere to these requirements constitutes grounds for discharge by the Employer.

SECTION 6.03. (a) There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules to the parties to this Agreement for general dissemination and possible inclusion in this Agreement. This Committee shall meet at least once every quarter and also when called by the Chairman or when called by a majority of the current Committee members.

(b) Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the employees.

SECTION 6.04. Workmen shall wear a hard hat on all job sites or projects. The Employer shall furnish hard hats when such are required and shall also furnish proper individual protective gear to workmen engaged in burning and welding operations.

SECTION 6.05. On all energized circuits or equipment carrying 277 volts or over, as a safety measure, two (2) or more workmen must work together. In no case, shall Journeyman Wireman, while splicing cable, be required to work on energized cables carrying in excess of 480 volt circuits.

SECTION 6.06. On any jobs where workmen are required to wear any type of radiation detection device, an additional fifty (50) cents per hour which will be subject to applicable fringe benefits, will be added to the Journeyman's rate of pay for the workmen who are required to wear the device.

SECTION 6.07. The safe work practices that are in effect on utility company property which are more stringent than those in this Agreement shall apply to work which is performed on that property under the terms of this Agreement.

SECTION 6.08. It shall be the responsibility of the contractor to file a copy of all accident reports with the Safety Committee through the Business Manager.

SECTION 6.09. On all jobs where an employee must work below grade in contained areas where gas or fumes may be present, the area shall be tested for safety before entry.

SECTION 6.10. (a) Employees are not to be under the influence of, or in possession of, any intoxicants or non-prescribed drugs on any job.

(b) Each employee has the duty to comply with all posted safety and health standards and all rules, regulations and orders.

The Safety Booklet approved by the Joint Safety Committee shall be made a part of the Agreement and available through the Local Union office, as an official addendum to this Agreement.

ARTICLE VII

FITNESS FOR DUTY

SECTION 7.01. The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

SECTION 7.02. The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore, each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE VIII

APPRENTICESHIP AND TRAINING

SECTION 8.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

SECTION 8.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a 3 year term, unless being appointed for a lesser period to time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

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

SECTION 8.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

SECTION 8.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

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

SECTION 8.05. The JATC may select and employ a part-time or a full time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

SECTION 8.06. To help insure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

SECTION 8.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

SECTION 8.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 8.12.

SECTION 8.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

SECTION 8.10. To accommodate short term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

SECTION 8.11. The Employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and

unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

SECTION 8.12. Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Wireman.

<u>Number of Journeymen</u>	<u>Maximum Number of Apprentices/Unindentured</u>
1 to 3	2
4 to 6	4
Etc.	Etc.

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

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

SECTION 8.13. An apprentice is to under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeyman are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

SECTION 8.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

SECTION 8.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

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

SECTION 8.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement found in Appendix 'A'. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

SECTION 8.17. There shall be a minimum of six (6) periods of apprenticeship. The first two (2) periods, consisting of one thousand (1000) OJT hours each and satisfactory completion of the first year of related classroom training, shall constitute the probationary period. Successive periods will require the minimum hours OJT and an additional year of related classroom training.

ARTICLE IX

NATIONAL EMPLOYEES BENEFIT AGREEMENT

SECTION 9.01. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

SECTION 9.02. (a) The failure of an individual Employer to comply with the provisions of Section 9.01 shall also constitute a breach of this Labor Agreement. As a remedy for such a violation, the Labor Management Committee and/or the Council on Industrial Relations for the Electrical Contracting Industry, as the case may be, are empowered, at the request of the Union, to require an Employer to pay into the affected Joint Trust Fund established under this Agreement any delinquent contributions to such fund which have resulted from the violation.

(b) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the Joint Trust Fund to institute court action to enforce an award rendered in accordance with subsection (a) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountant's and attorney's fees incurred by the Union and/or fund Trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

ARTICLE X

ELECTRICAL WORKERS GENERAL WELFARE FUND

SECTION 10.01. (a) The parties hereto have heretofore created a certain Health and Welfare Trust Fund known as the Local Union No. 701 Electrical Workers General Welfare Fund Agreement dated as of April 7, 1950, as amended. The Employer agrees to contribute monthly on or before the 15th of the month following the month work was performed, to said General Welfare Fund an amount equal to the applicable percentage rate from Appendix "A" of the gross payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) annum from the due date until they are paid. This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Workers General Welfare Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all

reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

(b) No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XI

ELECTRICAL WORKERS VACATION TRUST FUND

SECTION 11.01. (a) The parties hereto have created a vacation trust plan known as the Local Union 701 Electrical Workers Vacation Trust Plan dated as of July 1, 1973. The Employer agrees to contribute monthly on or before the 15th of the month following the month work was performed, to said Electrical Workers Vacation Trust Fund an amount equal to the applicable percentage rate from Appendix "A" of the gross monthly payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs arising by said delinquency and acknowledges the costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledged these costs to be a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum from the due date until they are paid. This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Workers Vacation Trust Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

(b) No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XII

CHECK OFF WORKING DUES – POLITICAL EDUCATION FUND – CREDIT UNION

SECTION 12.01. The Employer agrees to deduct and forward to the Financial Secretary of the Local Union, upon receipt of a voluntary written authorization, the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws (See Appendix "A"). Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

SECTION 12.02. The Employer agrees to deduct and transmit to the Political Education Fund the applicable rate from Appendix "A" per hour worked from the wages of each employee who voluntarily authorizes such contribution on the forms provided for the purpose.

SECTION 12.03. The Employer agrees to participate in an employee payroll credit union deduction when authorized by the employee. The amount deducted shall be specified by the employee and forwarded to the Local 701 Federal Credit Union.

These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

SECTION 12.04. No working dues or PEF will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the employer seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XIII

ELECTRICAL WORKERS GENERAL PENSION FUND

SECTION 13.01. (a) The parties hereto have created a pension trust fund known as the Electrical Workers General Pension Fund, dated June 1, 1971. The Employer agrees to contribute monthly, on or before the 15th of the month following the month work was performed, to said Pension Trust Fund an amount equal to the applicable percentage rate from Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum from the due date until they are paid. This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours

notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Workers General Pension Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorney's fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

(b) No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

(c) Project Managers will only have to contribute one hundred and sixty (160) hours to the Defined Benefit Pension per month at the current contribution rate.

ARTICLE XIV

ELECTRICAL WORKERS ANNUITY FUND

SECTION 14.01. (a) The parties hereto have created an annuity trust fund known as the Electrical Workers Annuity Fund, dated June 1, 1989. The Employer agrees to contribute monthly, on or before the 15th of the month following the month work was performed, to said Annuity Trust Fund an amount equal to the applicable percentage rate from Appendix "A" of the gross monthly labor payroll for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum from the due date until they are paid. This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Electrical Workers Annuity Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in the amounts for which

the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

(b) No fringe benefits will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XV

ADMINISTRATIVE MAINTENANCE FUND

SECTION 15.01. (a) Effective June 1, 1997, all Employers covered by this Agreement shall contribute the applicable percentage rate from Appendix "A" of gross labor payroll of each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The monies are for the purpose of administration of the collective bargaining agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Northeastern Illinois Chapter, NECA, and not the Local Union.

The Administrative Maintenance Fund will be solely administrated by the Northeastern Illinois Chapter, NECA, and shall not be used in any manner detrimental to the Local Union or the IBEW.

(b) No AMF contributions will have to be paid on a one time a year (twelve (12) calendar months) bonus. The employee must have worked for the employer for seventeen hundred and fifty (1750) hours in the previous twelve (12) calendar months.

ARTICLE XVI

LABOR MANAGEMENT COOPERATION COMMITTEE

SECTION 16.01. The parties agree to participate in a Labor Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c) (9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purpose of this Fund includes the following:

1. To improve communication between representatives of Labor and Management;
2. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist workers and employers in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;

4. To study and explore ways of eliminating potential problems which reduce the competitiveness and inhibit the economic development of the electrical construction industry;
5. To sponsor programs which improve job security, enhance economic and community development and promote the general welfare of the community and industry;
6. To engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations and new methods of improved production;
7. To engage in public education and other programs to expand the economic development of the electrical construction industry;
8. To enhance the involvement of workers in making decisions that affect their working lives; and
9. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

SECTION 16.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC as provided in said Agreement and Declaration of Trust or other governing documents.

SECTION 16.03. Each Employer shall contribute the amount of the applicable rate from Appendix "A" per hour worked under this Agreement. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The DuPage Division, Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 16.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for the sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at a

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

ARTICLE XVII

NATIONAL LABOR MANAGEMENT COOPERATION COMMITTEE

SECTION 17.01. The parties agree to participate in NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(A) and Section 302(c) (9) of the Labor-Management Relations Act, 29 U.S.C. 186 (C) (9). The purposes of the Fund include the following:

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

SECTION 17.02. The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

SECTION 17.03. Each Employer shall contribute one cent per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this Fund.

SECTION 17.04. If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to fifteen percent (15%) of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

ARTICLE XVIII

SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND (SUB FUND)

SECTION 18.01. The parties hereto have agreed to the establishment of a trust fund known as the Supplemental Unemployment Benefit Fund (Sub-Fund) effective June 1, 1997. The Employer agrees to contribute monthly, on or before the 15th of the month following the month work was performed, to said Sub-Fund an amount equal to the applicable rate from Appendix "A" per hour worked for all employees defined in this Agreement. Said reports and contributions not received during this grace period shall be assessed liquidated damages amounting to ten percent (10%) of the amount of contributions which are owed. The Employer acknowledges that the liquidated damages shall be used to defer administrative costs to be actual and substantial, though difficult to ascertain. However, the Employer acknowledges these costs to be at a minimum of ten percent (10%), waiving the necessity of any additional proof thereof. In addition, the delinquent contributions shall bear interest at the maximum legal rate of interest, ten percent (10%) per annum from the due date until they are paid. This section shall conform to the Trust Agreement. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union providing the Employer fails to show satisfactory proof that delinquent payments have been paid to the Supplemental Unemployment Benefit Fund.

Further, in the event the Trustees place the account in the hands of legal counsel for collection, the delinquent Employer shall be liable for reasonable attorneys' fees, and for all reasonable costs incurred in the collection process including court fees, audit fees, etc. Reasonable attorneys' fees shall mean: All reasonable attorneys' fees in amounts for which the Trustees become legally bound to pay, including recovery of liquidated damages, interests, audit costs, filing fees and any other expenses incurred by the Trustees.

ARTICLE XIX

ENFORCEMENT AND AUDITS

SECTION 19.01. Notwithstanding any other provisions of this Agreement, the Union shall be permitted to remove workers whom they represent from any and all job sites for non-payment of wages or benefits without notice to the delinquent Employer where it deems such action necessary in order to protect the workers from violation of the Wage and Benefit provisions of this Agreement.

SECTION 19.02. The Trustees of the aforementioned Welfare and Pension Fund and the Union shall have the authority to audit the books and records of a participating Employer, either directly or through their authorized representative, whenever such examination is deemed necessary for the purpose of determining compliance with the provisions of this Agreement.

Each participating Employer shall make its books and records available to the Trustees for such purpose. In the event the audit disclosed that the Employer, during the period of the audit, has underpaid its contributions, and/or wages, the Employer shall be liable for the costs of the examination, including but not limited to audit fees and reasonable attorneys' fees. The Trustees' authority to waive any costs shall be governed by the terms of the Trust Agreement.

SECTION 19.03. The Union shall not be bound beyond the terms of its Constitution and By-Laws.

ARTICLE XX

INDUSTRY FUND

SECTION 20.01. Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of one percent (1%) of the productive electrical payroll, as determined by each Local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

ARTICLE XXI

PRIOR AGREEMENTS – EFFECT OF LAW

SECTION 21.01. This Agreement shall constitute the only Agreement between the parties covering this type of work and all prior Agreements, entered into, either written or verbal, are hereby declared to be null and void.


SECTION 21.02. Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

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

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


KEVIN CONNELLY
CHAPTER CHAIRMAN

SIGNED FOR THE LOCAL UNION
701 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

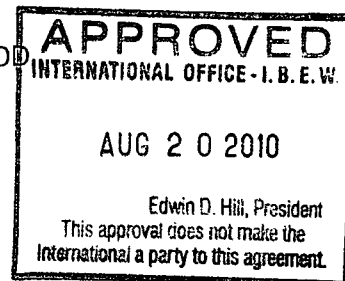

WILLIAM DREW
PRESIDENT


BRUCE CREEN
CHAPTER MANAGER


FRANK J. FURCO III
BUSINESS MANAGER

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

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



APPENDIX "A"

WAGE AND BENEFIT INFORMATION SHEET

The following are the new wage rates and new total package amounts for the Inside/Commercial Agreement between Local 701, IBEW and DuPage Division, Northeastern Illinois Chapter NECA, Inc., effective January 4, 2010.

JOURNEYMAN WIREMAN:

EFFECTIVE 5/31/2010 _____ \$36.20
EFFECTIVE 11/29/10 _____ \$1.60

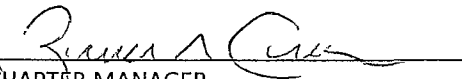
Journeyman Wireman	5/31/10
Hourly Wage Rate	\$36.20
Vacation (10.72% of gross wages)	\$3.88
Health & Welfare (23.90% of gross wages)	\$8.65
Pension (23.62% of gross wages)	\$8.55
Annuity (17.21% of gross wages)	\$6.23
N.E.B.F. (3% of gross wages)	\$1.09
S.U.B. Fund (.30 cents per hour worked)	\$0.30
TOTAL PAYROLL PACKAGE	\$64.90
Apprenticeship (1.60% of gross wages)	\$0.58
Admin Maintenance Fund(.40% of gross wages)	\$0.14
N.L.M.C.C. (.01 cent per hour worked)	\$0.01
L.M.C.C. (.20 cents per hour worked)	\$0.20
TOTAL PACKAGE	\$65.83

DEDUCTIONS

Working Dues – 2.25% of Gross Wages
Political Education Fund - .05 (five cents) per hour worked
EFFECTIVE SEPTEMBER 1, 2003

SUPERVISORY RATES

Foreman – Ten percent (10%) above Journeyman/Residential Wireman rate (\$39.82)
General Foreman – Sixteen percent (16%) above Journeyman/Residential Wireman rate (\$41.99)
Area General Foreman – Twenty-two percent (22%) above Journeyman/Residential Wireman rate (\$44.16)


CHAPTER MANAGER


BUSINESS MANAGER

6-3-10
DATE

6/3/10
DATE