

DATE: August 30, 2021

By: /s/ Claudia D. Manley
Claudia D. Manley
Chief Administrative Law Judge
IDOL
160 N. LaSalle St. Ste. C-1300
Chicago IL 60601
V: 312-793-1805
F: 312-793-5257
Dol.hearings@illinois.gov

STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

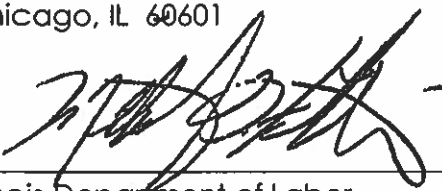
CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Order upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Order in Case No. 2022-H-RP08-2336 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the order or on the Certificate of Service, having caused each envelope to be served by U.S. I mail with postage prepaid at 100 W. Randolph Street, Chicago, Illinois on the 30 day of August, 2021 prior to 4:30 p.m.

Amanda K. Hansen
Patrick K. Shinnars
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55 Washington Ave., Ste. 20
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Shayne Aldridge
Deputy General Counsel
Illinois Department of Labor
524 S. Second St., Ste. 400
Springfield, IL 62701
Shayne.L.Aldridge@illinois.gov

HAND DELIVERED:
Michael D. Kleinik
Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601



Illinois Department of Labor

STATE OF ILLINOIS – DEPARTMENT OF LABOR
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

IN THE MATTER OF:)

LOCAL 145 OF THE INT'L BROTHERHOOD OF)
ELECTRICAL WORKERS, AFL-CIO, and CORY)
BERGFELD as BUSINESS MANAGER of LOCAL)
145 OF THE INTERNATIONAL BROTHERHOOD)
OF ELECTRICAL WORKERS, AFL-CIO,)

PETITIONER(S),)

v.)

MICHAEL D. KLEINIK, DIRECTOR OF THE)
ILLINOIS DEPARTMENT OF LABOR, and)
THE ILLINOIS DEPARTMENT OF LABOR,)

RESPONDENTS.)

STATE FILE NO. 2022-H-RP08-2336

DATE OF NOTICE: August 30, 2021

CERT. MAIL/RETURN RECEIPT:

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9489009000276305043045

NOTICE OF TELEPHONIC HEARING

PLEASE TAKE NOTICE that Michael D. Kleinik, Director of the Illinois Department of Labor, and the Illinois Department of Labor [hereinafter, "Respondents"] have received from Local 145 of the International Brotherhood of Electrical Workers, AFL-CIO, and Cory Bergfeld as Business Manager of Local 145 of the International Brotherhood of Electrical Workers, AFL-CIO, [hereinafter, "Petitioner(s)"] written objections to the prevailing wage determinations effective July 15, 2021 by the Department on its website, and a request for hearing on those objections pursuant to Section 9 of the Prevailing Wage Act [hereinafter, "IPWA" or "Act"], 820 ILCS 130/0.01 et seq.

Pursuant to the PWA, Article 10 of the Illinois Administrative Procedure Act, 5 ILCS 100/10-5 et seq., and 56 Ill. Admin. Code 120.100 et seq., Respondents will convene a hearing on:

DATE: SEPTEMBER 20, 2021

TIME: 11:00 A.M.

COMPLAINANT ATTORNEY PHONE #: 314-621-2626

RESPONDENT ATTORNEY PHONE #: 217-557-3112

ADMINISTRATIVE LAW JUDGE:

**JOHN O'MEARA
ADMINISTRATIVE LAW JUDGE
ILLINOIS DEPARTMENT OF LABOR
160 NORTH LASALLE STREET, SUITE C-1300
CHICAGO, ILLINOIS 60601**

The hearing involves the written objections and hearing request filed by Petitioner(s), attached hereto and made a part hereof (Exhibit A).

The parties and their respective representatives must be prepared to proceed at the hearing. The parties must present all information, documents, records or witnesses necessary to substantiate their position(s) at the hearing.

Pursuant to 56 Illinois Administrative Code 120.640, the Administrative Law Judge shall issue a Decision and Order. In the event no timely or proper exceptions are filed, the findings, conclusions, recommendations and order of the administrative law judge shall automatically become the decision and order of the Director of Labor.

This hearing will be conducted **BY TELEPHONE** with the ALJ contacting you on the date and time stated above. If the phone number listed is incorrect, contact the hearings section at dol.hearings@illinois.gov as soon as possible with the corrected number. If additional individuals are to be contacted, the party is to provide the name and direct dial phone number of the additional individual to be included during the hearing to DOL.hearing@illinois.gov. If the phone number listed is not a direct dial phone number, please provide a **DIRECT DIAL NUMBER** to dol.hearings@illinois.gov as soon as possible. Technology constraints require you provide a **DIRECT DIAL PHONE NUMBER ONLY**. Also, technology constraints do not allow caller dial through or the ability to navigate automated operators. Non-direct dial numbers will result in the call not going through. **For those with caller identification, this call will originate from various locations throughout the country, including but not limited to San Francisco. SOME CALLS PLACED BY THE DEPARTMENT ARE BLOCKED, IF YOUR PHONE HAS PRIVACY MANAGER OR ANONYMOUS CALL BLOCKER, THE CALL MAY NOT GO THROUGH.** All calls placed by the Department are recorded.

The proceedings are subject to judicial review in accordance with the provisions of the Administrative Review Law, 735 ILCS 5/3-101 et seq. The Director of Labor's determination on the objections is final and binding unless a party to this proceeding applies for and obtains judicial review of the final administrative decision in accordance with the provisions of the Administrative Review Law.



Michael D. Kleink
Director of Labor

STATE OF ILLINOIS — DEPARTMENT OF LABOR
CONCILIATION/MEDIATION DIVISION
160 N. LASALLE ST., STE. C-1300
CHICAGO, ILLINOIS 60601

RECEIVED
AUG 16 2021
BY: _____

IN THE MATTER OF:)
)
LOCAL 145 OF THE INTERNATIONAL)
BROTHERHOOD OF ELECTRICAL)
WORKERS, AFL-CIO, and)
CORY BERGFELD as BUSINESS)
MANAGER of LOCAL 145 OF THE)
INTERNATIONAL BROTHERHOOD)
OF ELECTRICAL WORKERS, AFL-CIO,)
)
Petitioners,)
)
v.)
)
MICHAEL KLEINIK, DIRECTOR OF)
LABOR and the ILLINOIS)
DEPARTMENT OF LABOR,)
)
Respondents.)

STATE FILE NO.:

**OBJECTIONS TO SECTION 9 OR IN THE ALTERNATIVE PETITION TO CHANGE
OR ESTABLISH CLASSIFICATIONS AND PREVAILING WAGE RATES AND
REQUEST FOR HEARING**

Petitioners Local 145 of the International Brotherhood of Electrical Workers, AFL-CIO, and Cory Bergfeld, as the Business Manager of Local 145 of the International Brotherhood of Electrical Workers, by and through their undersigned attorney, hereby object to the Illinois Department of Labor's ("the Department") July 15, 2021 Prevailing Wage Schedule and request the Department to correct the published rates and/or to establish certain prevailing wage classifications in the county of Rock Island pursuant to 820 ILCS 130/4 and 820 ILCS 130/9, or alternatively, request a hearing pursuant to 820 ILCS 130/9. In support of this Petition, Petitioner states as follows:

1. Local 145 of the International Brotherhood of Electrical Workers, AFL-CIO (hereinafter "Local 145" or the "Union") is an unincorporated association with its principal office in Moline, Illinois and is a labor organization representing individuals performing work as outside electricians in all or portions of 6 counties in Illinois. Local 145 files these objections on behalf of itself and its members.

2. Cory Bergfeld is a resident of Illinois and the current Business Manager of Local 145.

3. Local 145 is party to a Collective Bargaining Agreement with American Line Builders Chapter, NECA, covering Utility and Commercial Outside Power Work, Including High Voltage Pipe Type Cable Installations and Electrical Underground Construction (herein "Outside Labor Agreement") setting forth terms and conditions of employment, including wages and fringe benefits of the classification in the county covered in these objections. Attached hereto as Exhibit 1 is a copy of the Outside Labor Agreement.

4. Local 145's jurisdiction covers the following county: Rock Island. Attached hereto as Exhibit 2 is a complete list of counties Local 145 serves in Illinois. See also pages 11-12 of the Outside Labor Agreement, Exhibit 1.

5. From time to time, Local 145 refers workers to perform work on public works jobs in the classification and county covered by these objections.

6. On or before June 26, 2021, Local 145 attempted to enter into the Illinois Department of Labor's Prevailing Wage Portal ("Portal") the following prevailing wage data for the Electric Power Truck Driver for Rock Island County for 2021:

PREVAILING WAGES 2021

	GROUNMAN TRK DRVER
BASE WAGE	32.44
FOREMAN WAGE	51.98
HEALTH/WELFARE	7.40
PENSION	9.08
VACATION	0.00
TRAINING	0.32
OT M-F	1.50
OT SAT	1.50
OT SUN	2.00
OT HOLIDAY	2.00

7. However, Local 145 was not able to enter the prevailing wage data in the Portal for the trade of Electric Power Truck Driver in the county of Rock Island because that particular trade was not listed as an option.

8. Local 145 timely and successfully entered the prevailing wage rate data for the trade covered by these objections in all other counties in its geographic jurisdiction. Attached hereto as Exhibit 3 is a copy of the certification received from the Department accepting Local 145's submissions for this trade in all other counties.

9. On July 15, 2021, the Department posted the Current Prevailing Wage Rates for the county covered by these objections. These postings did not include the trade of Electric Power Truck Driver for Rock Island County.

10. Petitioners object to the omission of this trade in that county.

11. Petitioners seek to establish prevailing wage rates for the following classification in Rock Island County: Electric Power Truck Driver.

12. In support of these objections, attached hereto as Exhibit 4, and incorporated herein, is the wage chart setting forth the wages and benefits for the Electric Power Truck Driver for this county. See also the Outside Labor Agreement, Exhibit 1.

13. Local 145 represents at least 30% of the laborers, workers, or mechanics in the trade of Electric Power Truck Driver in the county of Rock Island.

14. Under Section 9 of the Act, the Department may correct the rates and publish corrected rates following a hearing.

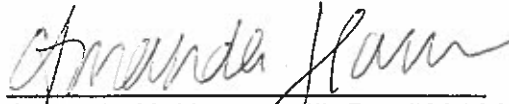
15. Under Section 9 of the Act, “[n]othing prohibits the Department from publishing prevailing wage rates more than once per year.”

16. Local 145 signatory contractors are at a competitive disadvantage resulting from the Department’s published prevailing wage rates.

For the reasons stated above, Petitioners request that the Department correct the existing Prevailing Wage Schedule to include the wage and benefit rates set forth herein as the prevailing wage rates for the classification and county covered by these Objections pursuant to Section 4 and Section 9 of the Prevailing Wage Act (820 ILCS

130/4; 820 ILCS 130/9), or, alternatively, request a hearing on these objections pursuant to Section 9 of the Prevailing Wage Act (820 ILCS 130/9).

Respectfully submitted,



Amanda K. Hansen (Ill. Bar #6310922)
Patrick K. Shinnars (Ill. Bar #6288597)
Schuchat, Cook & Werner
55 Washington Avenue, Ste. 520
St. Louis, Missouri 63101
(314) 621-2626
(314) 621-2378 (fax)
pk@scwattorney.com
akh@scwattorney.com

August 11, 2021

cc: Cory Bergfeld, via e-mail


858322.docx

CERTIFICATE OF SERVICE

The undersigned hereby certifies that sshe served the above Objections and Request for Section 9 Hearing on this 11th of August 2021 by placing the above in UPS Next Day (private mail) addressed to the following:

Michael D. Kleinick, Director
Illinois Department of Labor
160 North LaSalle Street, C-1300
Chicago, IL 60601

Illinois Department of Labor
c/o Michael D. Kleinik
160 North LaSalle Street, C-1300
Chicago, IL 60601



Amanda K. Hansen

AGREEMENT BETWEEN AMERICAN LINE BUILDERS CHAPTER, NECA, AND
LOCAL UNION NO. 145, IBEW, COVERING UTILITY POWER WORK, INCLUDING
HIGH VOLTAGE PIPE TYPE CABLE WORK AND
UNDERGROUND ELECTRICAL CONSTRUCTION

FIRST CLAUSE

Agreement by and between the American Line Builders Chapter, NECA, and Local Union No. 145, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the American Line Builders Chapter, NECA, and the term "Union" shall mean Local Union No. 145, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

WITNESSETH

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Company during the term of this Agreement and to provide for rates of pay, hours of work and other conditions of employment and a means of promptly and equitably adjusting any differences that may arise between the Company and the Union during the life of this Agreement.

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

SCOPE

This Agreement is made for the purpose of stabilizing wage rates, hours of employment and other conditions of employment for any outside electrical construction for electrical utilities, municipalities or rural electrification projects (REA), (including underground) and on all high voltage pipe type cable installations, except switching and/or substations when adjacent to or part of electrical generating stations.

ARTICLE I

EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

EFFECTIVE DATE

Section 1.01 This Agreement shall take effect December 2, 2019 and shall remain in effect until December 1, 2024, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

TERMINATION

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

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

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

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

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

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

AMENDMENTS

Section 1.03 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.

STATUS DURING DISPUTES

Section 1.04 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.

LABOR-MANAGEMENT COMMITTEE

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

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

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

COUNCIL ON INDUSTRIAL RELATIONS

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

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

ARTICLE II

GRIEVANCES

Section 2.01 Any grievance which is not brought to the attention of the responsible opposite party to this Agreement in writing within ten working days of its occurrence shall be deemed to no longer exist.

Section 2.02 On the thirty-first day following the effective date of this Section of the Agreement or on the thirty-first day following the beginning of employment with the Company, whichever is later, membership in the Union shall be required of each employee in the bargaining unit as a condition of employment subject to the provisions of Section 8(a)(3) of the National Labor Relations Act, 1947, as amended. This Section shall not apply in the state of Iowa.

VIOLATIONS AND SUBLETTING

Section 2.03 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 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or 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.

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

EMPLOYEE CONTRACTING

Section 2.04 No member of Local Union No. 145, while he remains a member of such Local and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any work.

FAVORED NATIONS CLAUSE

Section 2.05 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 concessions.

EMPLOYER RESPONSIBILITIES

Section 2.06 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the electrical industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a place of business and a suitable financial status to meet payroll requirements.

INSURANCE

Section 2.07 For all employees covered by this Agreement, the Employer shall carry workmens' compensation insurance with a company authorized to do business in this state, social security and such other protective insurance as may be required by the laws of the state and shall furnish satisfactory proof of such to the Union. He shall also make payments to the State Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

UNION DISCIPLINE

Section 2.08 The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

OTHER UNION ASSISTANCE

Section 2.09 This Agreement does not deny the right of the Union or its representative to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representative decide to do so; but no removal shall take place until notice is first given to the employee involved.

CARE OF TOOLS

Section 2.10 When such a removal takes place, the Union or its representatives shall direct the workmen on such job to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying

out this provision, but only when a safe place is provided for these by the Employer.

DISCHARGED WORKMAN

Section 2.11 Any workman discharged shall be entitled to have the matter of his discharge taken up for consideration, through the officers of the Union, by the Labor Management Committee, provided notice of appeal is given within forty-eight hours after such discharge to the Business Manager of the Union. In the event the Labor Management Committee determines that a workman has been discharged without just cause, such workman will be reinstated to his former status with the Employer and paid for all time lost due to such discharge.

UNION STEWARD

Section 2.12 The Employer recognizes the right of the Union to have a Steward at any reporting place or on any job where workmen are employed under the terms of this Agreement. The Union shall inform the employer of all Steward appointments and the Employer shall provide names and addresses of management personnel who are to be notified of such appointments. It is understood and agreed that any such Steward shall be allowed sufficient time during regular hours to see that this Agreement is observed at his reporting place or on this job. Under no circumstances shall a Steward be discriminated against by any Employer for the faithful performance of his duties as Steward. A Steward shall not be laid off or discharged while acting in this capacity without notice first being given to the Union by his Employer.

TIME BOOK CHECK

Section 2.13 Upon request, the Business Manager of the Union shall be permitted to check the time books of the Employer for any workman employed under the terms of this Agreement to determine the amount of time that each such workman has worked during the payroll week.

UNION DUES DEDUCTION

Section 2.14 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 Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

MANAGEMENT RIGHTS

Section 2.15 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.

SUSPENSION

Section 2.16 In the case of suspension, discharge or layoff of an employee, the Employer will present the employee affected a termination slip at the time of the occurrence. A copy will also be sent to the Business Manager of the Local Union. The Local Union will furnish each Employer a sufficient supply of such slips so he may comply with this Section.

NON-RESIDENT EMPLOYEES

Section 2.17 An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

SUBSTANCE ABUSE

Section 2.18 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties

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

CODE OF EXCELLENCE

Section 2.19 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 III

EMPLOYMENT 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 the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment:

Section 3.02 The Union shall be the sole and exclusive source of referrals 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 accordance with the following procedure:

Section 3.05 The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the Classification or Classifications for which he qualifies.

CLASSIFICATION A - JOURNEYMAN LINEMAN - JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have three and one-half (3½) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Area 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 three and one-half (3½) 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 three and one-half (3½) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee.

GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market for at least six (6) months in the last two and one-half (2½) years in the geographical area covered by the collective bargaining agreement.

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

CLASSIFICATION B - HEAVY EQUIPMENT OPERATOR

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW 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 II All applicants for employment who have experience in the trade and who have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area 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 year.

CLASSIFICATION C - GROUNDMAN - TRUCK DRIVER

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification 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 II All applicants for employment who have worked at the trade for more than one year.

GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area 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 other applicants for employment

Section 3.06 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays, and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

Section 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.

DEFINITIONS

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:

IN ILLINOIS - the following counties:

In Jo Daviess County the following townships:

Dunleith	Council Hill	West Galena	Rice	Derinda
Menominee	Scales Mound	East Galena	Elizabeth	
Vinegar Hill	Rawlins	Guilford	Hanover	

In Carroll County the following townships:

Washington	Freedom	Mount Carroll	York
Woodland	Savanna	Salem	Fair Haven

In Whiteside County the following townships:

Fulton	Garden Plain	Albany	Lyndon
Prophetstown	Ustick	Union Grove	Newton
Erie	Clyde	Mount Pleasant	Fenton
Portland			

In Rock Island County all the townships.

In Henry County the following townships:

Hanna	Colona	Alba	Cornwall	Oxford
Phenix	Edford	Western	Lynn	Clover
Loraine	Geneseo	Osco	Andover	
Yorktown	Atkinson	Munson	Cambridge	

In Mercer County the following townships:

Eliza	Preemption	Millersburg	Rivoli	Abington
Duncan	Richland Grove	Mercer	Keithsburg	
Ohio Grove	Perryton	New Boston	Green	

IN IOWA - The following counties:

Dubuque	Jackson	Clinton	Muscatine
Jones	Cedar	Scott	

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

Section 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 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 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 Outside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one-half (3-½) 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 is hired and who receives, through no fault of his own, work of forty hours or less, shall upon re-

registration, be restored to his appropriate place within his Group.

Section 3.13 (a) Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, 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.

REPEATED DISCHARGE

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

Section 3.14 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 3.15 (a) An Appeals Committee is hereby established composed of one member appointed by the Union, one member

appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.16 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 3.14 of the Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business; but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.17 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 3.18 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 3.19 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Outside Area Training Agreement.

ARTICLE IV

CLASSIFICATIONS/WAGES:

Section 4.01 (a) The minimum hourly rate of wages shall be as follows:

	<u>12/02/19</u>	<u>12/7/2020</u>
Journeyman Lineman	45.39	47.25
Journeyman Technician	45.39	47.25
General Foreman 115% of Journeyman Lineman Rate	52.20	54.34
Crew Foreman 110% of Journeyman Lineman Rate	49.93	51.98
Cable Splicer	45.80	47.67
Dynamiter	37.86	39.41

Apprentices:

Refer to Outside Area and Training Provision, Article V
Apprenticeship wages shall be divided into seven (7) 1000 hour periods.

Apprentices:

Apprenticeship wages shall be divided into seven (7) 1000 hour periods:

1 st period - 60% Journeyman Lineman Rate	27.23	28.35
2 nd period - 65% Journeyman Lineman Rate	29.50	30.71
3 rd period - 70% Journeyman Lineman Rate	31.77	33.08
4 th period - 75% Journeyman Lineman Rate	34.04	35.44
5 th period - 80% Journeyman Lineman Rate	36.31	37.80
6 th period - 85% Journeyman Lineman Rate	38.58	40.16
7 th period - 90% Journeyman Lineman Rate	40.85	42.53
Heavy Equipment Operator	45.39	47.25
Groundman Equipment Operator	35.87	37.34
Groundman Truck Driver	31.16	32.44
Groundman (over 6 months)	29.86	31.08
Groundman (less than 6 mos.)	21.70	22.59
Equipment Operator Foreman - (110% of the Groundman Equipment Operator rate)	39.46	41.07

** December 6, 2021 - 3.0% to all Classifications.

On January 3, 2022, the Employer shall contribute up to \$.50 to LINECO if necessary. If lesser contributions are required, the difference shall be applied to the JL rate of pay on December 6, 2021. All other classifications shall receive the difference based upon the percentage increase to the JL rate.

** December 5, 2022 - 3.0% to all Classifications.

On January 2, 2023, the Employer shall contribute up to \$.50 to LINECO if necessary. If lesser contributions are required, the difference shall be applied to the JL rate of pay on December 5, 2022. All other classifications shall receive the difference based upon the percentage increase to the JL rate.

** December 4, 2023 - 3.0% to all Classifications.

On January 1, 2024, the Employer shall contribute up to \$.50 to LINECO if necessary. If lesser contributions are required, the difference shall be applied to the JL rate of pay on December 4, 2023. All other classifications shall receive the difference based upon the percentage increase to the JL rate.

(b) Heavy Equipment Operator will operate all rigs setting assembled "H" fixtures and cranes 25T or larger. Groundman Equipment Operator will operate hole digging machines,

all tractors, transmission line pole hauling and setting equipment other than assembled "H" fixtures.

(c) All journeyman and apprentice lineman shall be permitted to drive or operate such equipment as may be required and shall be paid at their applicable wage rate.

(d) Groundmen may operate pick-up and flatbed trucks.

(e) All journeyman lineman, apprentices, equipment operators, truck drivers and groundmen shall have a valid CDL endorsement.

PAYDAY

Section 4.02 The Workmen will be paid by direct deposit on or before quitting time Friday for all work performed the previous week. Pay stubs will show a break-down of hours and deductions. Field personnel shall accurately and timely submit properly filled out time reports to the employer. Any workman laid off or discharged by the Employer shall have accrued wages direct deposited or given a paper check to them by the next business day. Any workman laid off or discharged by the Employer for failing to meet qualifications of the Employers Substance Abuse Policy shall have accrued wages paid by direct deposit at the next regularly scheduled payday. On any other voluntary termination, the worker's wages shall be paid no later than the regularly scheduled payday. At the discretion of the Employer, workers may be paid by check and all provisions above shall apply.

Should an Employer default or fail to meet a current payroll, the Union requires such Employer to post an acceptable bond in such amount as will insure employees receiving their wages thereafter.

ARTICLE V

HOURS OF WORK

Section 5.01 (a) Eight (8) hours worked between the hours of 8:00 AM and 4:30 PM with thirty (30) minutes for a lunch period from 12:00 PM to 12:30 PM shall constitute a normal workday. However, this work day may vary by no more than two (2) hours by a mutual agreement between the Employer and the Union. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week.

The same show up provisions as is spelled out in sec. 5.02 shall apply to the regular work week and the Four Ten Hour Work Week.

FOUR TEN HOUR WORK WEEK

(b) By mutual agreement between the Employer and the crew, the Employer may establish a four (4) ten (10) hour day work schedule, Monday through Thursday, during the regular work week. The scheduled starting time shall commence within two (2) hours before or after the normal times as stated above. Friday may be utilized to make up lost time due to inclement weather or holidays. With prior approval of the Employer and the Union, the four (4) ten (10) hour day work schedule may be worked Monday through Thursday or Tuesday through Friday when the regularly scheduled work week is interrupted by a Holiday.

REPORT TIME AND CALL OUT

Section 5.02 When employees report at headquarters ready for work at 8:00 AM and cannot perform work because of inclement weather, material shortages or other reasons beyond their control, they shall receive two hours' reporting time, and shall perform work assigned during the two hour period unless released by the foreman. If they are instructed by the foreman to report at 12:30 PM and are still unable to perform work for the reasons mentioned above, they shall be paid another two hours' reporting time for the afternoon. Workmen called to work outside their regular working hours shall receive the overtime rate of pay, but in no case shall a workman receive less than two hours' pay at time and one-half the regular straight time rate of pay.

INCLEMENT WEATHER

Section 5.03 (a) When, during the regular workday between the hours of 8:00 AM and 4:30 PM within the regular work week of Monday to Friday inclusive, employees are unable to work because of inclement weather, material shortages, or other reasons beyond their control, they shall receive two hours pay for each two hours or fraction thereof worked before being released by the foreman; i.e., employees released within two working hours after starting time shall receive two hours pay-- employees released after two hours working time and before four hours working time after starting time shall receive four hours pay-- employees released after four hours working time and before six hours working time after starting time shall receive six hours pay--employees released after six hours working time and before eight hours working time after starting time shall receive eight hours pay-- employees shall be paid only for actual time elapsed for all time worked outside of the regular working day within the regular working week. The Employer representative shall decide when the weather is inclement, except that if a majority of the employees

on any crew decide that conditions are satisfactory for working, that crew will not be prohibited from working.

(b) When Employees are required to work in Inclement weather, they shall be paid a minimum of time and One-half.

OVERTIME AND HOLIDAYS

Section 5.04 (a) Work performed outside the regular working hours shall be paid for at one and one-half times the regular straight time rate of pay except Sundays and the following holidays--New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day or days celebrated as such--which shall be paid for at double the straight time rate of pay. If the holiday falls on a Saturday, the preceding Friday will be observed. If the holiday falls on a Sunday, the following Monday will be observed.

(b) All holidays celebrated are to coincide with holiday dates of the utility company property where the work is being performed.

(c) Work beyond the normal quitting time shall be at applicable rates for the first sixteen (16) hours worked within a twenty-four (24) hour period and at double time for all work thereafter unless broken by an eight (8) hour break. Upon returning from each eight hour break, men shall be paid at the applicable rates.

(d) By mutual agreement between the Employer and each Employee, the Employee may work the next work day at applicable rates of pay as defined in section 5.01 without taking an eight (8) hour break.

Section 5.05 No work shall be performed on Labor Day except in case of emergency.

FOREMAN

Section 5.06 (a) When five or less workmen are required for a job, one journeyman lineman shall be designated as foreman and may be permitted to work with tools, provided the work is of such a nature that he will not be endangering the lives of the men under his supervision or injuring any property or material. No foreman of one job shall at the same time perform work on another job. Only qualified Journeyman Lineman, if available, may be foreman of distribution crews.

(b) When a crew of five men or less are assigned work on cold construction, then one workman shall be named as foreman. It will be left up to the judgment of the foreman as to whether he can perform physical or manual labor. This will not pertain to distribution work.

(c) Superintendents and General Foreman shall not do the work of linemen, operators or groundmen, except in the case of an emergency.

(d) Employees will take instructions only from their immediate Foreman. Foremen will take instructions only from their appointed General Foreman or Superintendent, except in cases involving safety.

HEADQUARTERS

Section 5.07 The Employer shall establish a headquarters at a location which will provide suitable shelter from inclement weather. Employees working out of each job headquarters at various points shall be transported to the job on the Employer's time. It is further agreed that when job headquarters are changed from one location to another at the end of the work week, the men shall be advised to report at the job headquarters not later than Friday of such week, whereupon they shall report at the new job headquarters on their own time.

CHANGE OF HEADQUARTERS

Section 5.08 When employees are moved from one headquarters to another, for a distance exceeding 10 miles, other than at the end of a week, Employer will reimburse employee in the amount of \$10.00 per day for not more than five workdays to compensate for additional expenses incurred.

PAID MEAL PERIODS

Section 5.09 Employees required to work six consecutive hours on storm damage shall be furnished a meal, and an additional meal shall be furnished at the end of each subsequent five consecutive hours of work thereafter. Pay at applicable rates shall continue through such meal periods. Meal periods to be determined from 12:30 PM.

ENCLOSED TRUCKS

Section 5.10 The Employer agrees to furnish enclosed trucks with suitable protection from inclement weather and with adequate and safe seating space. During inclement weather, the truck shall be heated with a safe heating device. No gasoline shall be hauled with any truck transporting employees. So as to protect lineman's

tools from damage, suitable space shall be provided on trucks. Personal tools will be paid for if stolen from a locked box provided by the Employer (A "Locked Box" on any construction site shall be defined as a locked enclosure with welded hinges and a suitable lock). Break-ins and contents stolen must be reported to proper authorities. In the case of theft, the Employer shall not be required to pay for loses of less than \$10.00 per person or in any case unless there is evidence of forcible entry. In no case shall the Employer be responsible for the value of stolen tools in excess of those listed in the properly executed tool list. If the show-up is located in a high crime area, or if a storm is forecast, the employee, upon request, shall take his tools home.

TOOLS AND EQUIPMENT

Section 5.11 The Employee shall furnish lineman's tools and equipment (as listed) required to perform work covered by this Agreement. Such tools, equipment, and safety devices shall be of suitable type and size, in good working condition and in sufficient quantity to properly and safely perform work covered by this Agreement.

1 Body Belt	1 Crescent Wrench	1 6-Foot Rule
1 Safety Strap	1 9" Side Cutter	1 Skinning Knife
1 Pair Climbers	1 Screwdriver	1 Hammer
Safety-Toed Boots or Shoes - where required		

Section 5.12 Workmen shall be held responsible for tools and equipment issued to them by the Employer, provided the necessary lockers, tool boxes or other safe places for storage are furnished by the Employer.

RAIN GEAR

Section 5.13 Whenever workmen are required to work outside during rainy weather or unfavorable or wet working conditions, they shall be furnished raincoats, hats, etc., by the Employer.

RUBBER PROTECTIVE EQUIPMENT

Section 5.14 (a) The Employer shall furnish rubber gloves, protectors, shields, blankets and other protective equipment in accordance with safe operating procedure and the requirements of standard safety practices.

(b) Proper protective equipment will be furnished those employees who are required to weld.

PERSONAL CLOTHING

Section 5.15 OSHA approved clothing shall be furnished by the

Employee.

TRUCK DRIVERS

Section 5.16 (a) If drivers of vehicles, returning to headquarters, are required to bring vehicles in or to service vehicles outside regular working hours, they shall be reimbursed at applicable overtime rate of pay.

(b) Employees shall not be required to use their personal vehicles to haul equipment or material.

VOTING TIME

Section 5.17 Employees will be allowed two hours off the job for the purpose of voting in all federal and state elections, providing they are registered and do vote. This will not be applicable when reporting time is paid. Employees shall be encouraged to utilize the last 2 hours of the workday, off the job, for the purpose of voting in all federal and state elections.

SHIFT WORK

Section 5.18 When so elected by the contractor, multiple shifts 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 8:00 AM and 4:30 PM. Workmen on the day shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work. The second shift (swing shift) shall be worked between the hours of 4:30 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work. The third shift (graveyard shift) shall be worked between the hours of 12:30 AM and 8:00 AM. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half 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.

ARTICLE VI

HIGH TENSION PIPE TYPE CABLE INSTALLATIONS

Section 6.01 All Oil-O-Static installations shall be performed under the terms and conditions set out in the IBEW International Agreement for "Continuous Pipe-Type Underground Oil-Filled Transmission Conduit Installations Agreement" approved by International President Charles H. Pillard on March 13, 1970.

ARTICLE VII

OUTSIDE APPRENTICESHIP TRAINING

Section 7.01 The Area Training Agreement entered into between the American Line Builders Chapter NECA and IBEW Local Union No. 145 as approved by the International President on March 1, 2002, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is one percent (1%) of the gross monthly labor payroll. Apprentice wages and ratio of apprentices to Journeymen are specified in the Area Training Agreement.

ARTICLE VIII

SAFETY

Section 8.01 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with the safety rules and standards.

Section 8.02 A Joint Safety Committee consisting of three representing the Union and three representing the Chapter shall be established to review the Safety Rules from time to time. The Committee shall meet regularly at such times as it may decide, but not less than twice each year. It shall select its own Chairman and Secretary and draw up its own rules of procedure subject to the approval of the parties to this Agreement. Whatever recommendations the Committee decides to make shall be submitted to the parties signatory to this Agreement.

Section 8.03 All trucks must be equipped with proper first aid kits.

ARTICLE IX

NATIONAL ELECTRICAL BENEFIT FUND

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 the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

ARTICLE X

NATIONAL ELECTRICAL ANNUITY PLAN

Section 10.01 It is agreed that in accord with the IBEW District Ten NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to twenty-five percent (25%) of the gross monthly labor payroll, together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not

later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agreed to be bound by, the National Electrical Annuity Plan 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 collection agent.

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

Contributions to this fund shall only apply to "Productive Electrical Labor Payroll" or actual time worked at the effective rates listed in the agreement. Contributions shall not be paid on any monies where no work is performed. These items are, but not limited to, expenses for meals and lodging (no receipt required), bonuses (regular or extraordinary), paid vacation, paid sick days or paid holidays (where they are not covered under this agreement), fire retardant clothing, personal protective equipment, per diems and subsistence pay, and personal use of company vehicles.

ARTICLE XI

HEALTH AND WELFARE FUND

Section 11.01 The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, Six dollars (\$6.00) for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

Section 11.02 The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Unions. If any

Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 15th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two 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 Line Construction Benefit Fund.

*** January 6, 2020, the Employer shall contribute \$6.50 for each hour worked. ***

*** January 4, 2021, the Employer shall contribute \$6.75 for each hour worked. ***

HEALTH REIMBURSEMENT ACCOUNT (HRA)

Section 11.03 The Employer agrees to pay into the Line Construction Benefit Fund two percent (2%) of the gross labor payroll paid to all employees covered by this Agreement. These contributions shall be used to provide health reimbursement account (HRA) under the Line Construction Benefit Fund Plan of Benefits.

ARTICLE XII

ADMINISTRATIVE MAINTENANCE FUND

Section 12.01 Each employer signatory to this agreement shall contribute \$.03 per hour, for all hours worked by all employees by this Agreement to the American Line Builders Administrative Maintenance Fund (ALBAMF).

The fund shall be administered solely by the American Line Builders Chapter, National Electrical Contractors Association, Inc. and shall be utilized to pay for the administration cost of the labor contract administration including negotiations, labor relation, disputes and grievance representation performed on behalf of the signatory employers. In addition, all other administration functions required of the management such as service on all funds as required by federal law.

The ALBAMF contribution shall be submitted with all other benefits as designated in the Labor Agreement by the fifteenth (15th) of the following month in which they are due to the administrator receiving funds. In the event any Employer is delinquent in submitting the required Administrative Maintenance Fund to the designated administrator, the administrator shall have the authority to recover any funds, along with any attorney fees, court cost, interest at one percent (1%) per month and liquidated damages receiving such funds. The enforcement for the delinquent

payments to the fund shall be the sole responsibility of the fund or the employer, not the Local Union. These monies shall not be used to the detriment of the I.B.E.W. or this Local Union.

NATIONAL LABOR MANAGEMENT COOPERATION FUND

Section 12.02 The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. 175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. 186(c)(9). The purposes of this Fund include the following:

- (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 the industry;
- (6) to encourage and support the initiation and operation of similarly constituted local labor-management cooperation committees;
- (7) to engage in research and development programs concerning various aspects of the industry, including, but not limited to, new technologies, occupational safety and health, labor relations, and new methods of improved production;
- (8) to engage in public education and other programs to expand the economic development of the electrical construction industry;
- (9) to enhance the involvement of workers in making decisions that affect their working lives; and
- (10) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 12.03 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 12.04 Each Employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the American Line Builders Chapter, NECA. 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 American Line Builders Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 12.05 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty (\$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 payment. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment, together with attorneys' fees.

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)

Section 12.06 The parties agree to participate in a Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. §175(a) and Section 302(c) (9) of the Labor Management Relations Act, 29 U.S.C. §186(c) (9). The purposes of this Fund include the following:

- (1) to improve communications 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 12.07 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the LMCC, as provided in said Agreement and Declaration of Trust.

Section 12.08 Each employer shall contribute 0¢. 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 Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 12.09 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid.

ARTICLE XIII

INDUSTRY FUND

Section 13.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

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

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

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

Section 13.02 Shall any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

SIGNED FOR LOCAL UNION NO. 145,
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

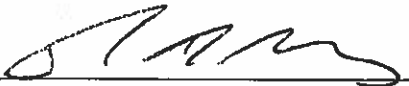


Cory Bergfeld, Bus. Mgr.

SIGNED FOR AMERICAN LINE BUILDERS
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION



Robert G. La Lumiere, Sec. Mgr.



Jeremy Rogers, President

Agreement No. 6-145-A
RGL/jmb 11/27/19

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

May 18, 2020

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

A D D E N D U M

Agreement No. 6-145-A

This Addendum shall be used to establish wage rates and crew size for Street Light Maintenance Work within the jurisdiction of Local Union No. 145, IBEW.

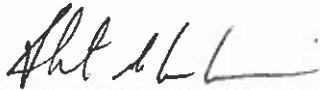
1. WAGES

	<u>12/02/19</u>	<u>12/7/2020</u>
Street Light Maintenance Leader	41.18	42.87
Street Light Maintenance Oper.	40.07	41.71
Street Light Maintenance Oper.		
0 - 3 mo. exp. 75% of SLMO	30.05	31.28
3 - 6 mo. exp. 80% of SLMO	32.06	33.37
6 - 12 mo. exp. 85% of SLMO	34.06	35.45
12 - 18 mo. exp. 90% of SLMO	36.06	37.54

2. CREW SIZE - A 2 man crew will be assigned to do lamp replacement and reflector washing.

3. All other terms and conditions of employment will be those established by Agreement No. 6-145-A.

AMERICAN LINE BUILDERS
CHAPTER NECA



Robert G. La Lumiere, Sec. Mgr.

LOCAL UNION NO. 145, IBEW



Cory Bergfeld, Bus. Mgr.

Local IBEW 145 covers the entire Counties listed below:

Rock Island

IBEW Local 145 Covers only portions of the following Counties as Outlined Below:

Carroll	Fair Haven, Freedom, Mount Carroll, Salem, Savanna, Washington, Woodland, York
Henry	Alba, Andover, Atkinson, Cambridge, Clover, Colona, Cornwall, Edford, Geneseo, Hanna, Loraine, Lynn, Munson, Osco, Oxford, Phenix, Western, and Yorktown Townships
Jo Daviess	Dunleith, Council Hill, Derinda, Elizabeth, West Galena, East Galena, Guilford, Hanover, Menominee, Rawlins, Rice, Scales Mound, and Vinegar Hill Townships
Mercer	Abington, Duncan, Eliza, Green, Keithsburg, Mercer, Millersburg, New Boston, Ohio Grove, Perryton, Preemption, Richland Grove and Rivoli Townships
Whiteside	Albany, Clyde, Erie, Fenton, Fulton, Garden Plain, Lyndon, Mount Pleasant, Newton, Portland, Prophetstown, Union Grove, and Ustick Townships



PREVAILING WAGE CERTIFICATION FORM

Illinois Department of Labor

900 South Spring Street
Springfield, IL 62704

DOL.PWSurvey.Government@Illinois.gov • Phone: (312) 550-1351

IBEW:Local 145

1700 52ND AVE STE A
MOLINE, IL 61265-6378

Certified By Jeremy R Rogers on 6/21/2021 10:34:22 AM

Certified Trades for 12/7/2020 - 12/5/2021

County	Trade Title	Region	Type	Class	Base Wage	Foremen Wage	OT M - F	OT Sa	OT Su	OT Hot	H/W	Pension	Vacation	Training	Other Ins
Carroll	ELECTRIC PWR EQMT OP	All	ALL		37.34	41.07	1.5	1.5	2.0	2.0	7.50	10.46	0.00	0.37	
Carroll	ELECTRIC PWR GRNDMAN	All	ALL		31.08	51.98	1.5	1.5	2.0	2.0	7.37	8.70	0.00	0.31	
Carroll	ELECTRIC PWR LINEMAN	All	ALL		47.25	51.98	1.5	1.5	2.0	2.0	7.70	13.23	0.00	0.47	
Carroll	ELECTRIC PWR TRK DRV	All	ALL		32.44	51.98	1.5	1.5	2.0	2.0	7.40	9.08	0.00	0.32	
Henry	ELECTRIC PWR EQMT OP	All	ALL		37.34	41.07	1.5	1.5	2.0	2.0	7.50	10.46	0.00	0.37	
Henry	ELECTRIC PWR GRNDMAN	All	ALL		31.08	51.98	1.5	1.5	2.0	2.0	7.37	8.70	0.00	0.31	
Henry	ELECTRIC PWR LINEMAN	All	ALL		47.25	51.98	1.5	1.5	2.0	2.0	7.70	13.23	0.00	0.47	

Exhibit 3

Henry	ELECTRIC PWR TRK DRV	All	ALL	32.44	51.98	1.5	1.5	2.0	2.0	7.40	9.08	0.00	0.32
Jo Daviess	ELECTRIC PWR EQMT OP	All	ALL	37.34	41.07	1.5	1.5	2.0	2.0	7.50	10.46	0.00	0.37
Jo Daviess	ELECTRIC PWR GRNDMAN	All	ALL	31.08	51.98	1.5	1.5	2.0	2.0	7.37	8.70	0.00	0.31
Jo Daviess	ELECTRIC PWR LINEMAN	All	ALL	47.25	51.98	1.5	1.5	2.0	2.0	7.70	13.23	0.00	0.47
Jo Daviess	ELECTRIC PWR TRK DRV	All	ALL	32.44	51.98	1.5	1.5	2.0	2.0	7.40	9.08	0.00	0.32
Mercer	ELECTRIC PWR EQMT OP	All	ALL	37.34	41.07	1.5	1.5	2.0	2.0	7.50	10.46	0.00	0.37
Mercer	ELECTRIC PWR GRNDMAN	All	ALL	31.08	51.98	1.5	1.5	2.0	2.0	7.37	8.70	0.00	0.31
Mercer	ELECTRIC PWR LINEMAN	All	ALL	47.25	51.98	1.5	1.5	2.0	2.0	7.70	13.23	0.00	0.47
Mercer	ELECTRIC PWR TRK DRV	All	ALL	32.44	51.98	1.5	1.5	2.0	2.0	7.40	9.08	0.00	0.32
Rock Island	ELECTRIC PWR EQMT OP	All	ALL	37.34	41.07	1.5	1.5	2.0	2.0	7.50	10.46	0.00	0.37
Rock Island	ELECTRIC PWR GRNDMAN	All	ALL	31.08	51.98	1.5	1.5	2.0	2.0	7.37	8.70	0.00	0.31
Rock Island	ELECTRIC PWR LINEMAN	All	ALL	47.25	51.98	1.5	1.5	2.0	2.0	7.70	13.23	0.00	0.47
Whiteside	ELECTRIC PWR EQMT OP	All	ALL	37.34	41.07	1.5	1.5	2.0	2.0	7.50	10.46	0.00	0.37
Whiteside	ELECTRIC PWR GRNDMAN	All	ALL	31.08	51.98	1.5	1.5	2.0	2.0	7.37	8.70	0.00	0.31
Whiteside	ELECTRIC PWR LINEMAN	All	ALL	47.25	51.98	1.5	1.5	2.0	2.0	7.70	13.23	0.00	0.47

Whiteside

ELECTRIC PWR
TRK DRV

AI

ALL

32.44

51.98

1.5

1.5

2.0

2.0

7.40

9.08

0.00

0.32

LOCAL UNION NO. 145, IBEW
AGREEMENT NO. 6-145-A -- UTILITY POWER WORK
FRINGE SUMMARY SHEET

	<u>12/7/20</u>
Journeyman Lineman	47.25
Journeyman Technician	47.25
General Foreman 115% of Journeyman Lineman Rate	54.34
Crew Foreman 110% of Journeyman Lineman Rate	51.98
Cable Splicer	47.67
Dynamiter	39.41
Apprentices:	
Apprenticeship wages shall be divided into seven (7)	
1000 hour periods:	
1 st period – 60% Journeyman Lineman Rate	28.35
2 nd period – 65% Journeyman Lineman Rate	30.71
3 rd period – 70% Journeyman Lineman Rate	33.08
4 th period – 75% Journeyman Lineman Rate	35.44
5 th period – 80% Journeyman Lineman Rate	37.80
6 th period – 85% Journeyman Lineman Rate	40.16
7 th period – 90% Journeyman Lineman Rate	42.53
Heavy Equipment Operator	47.25
Groundman Equipment Operator	37.34
Groundman Truck Driver	32.44
Groundman (over 6 months)	31.08
Groundman (less than 6 mos.)	22.59
Equipment Operator Foreman @ 110% of the Groundman Equipment Operator rate	41.07
Street Light Maintenance Leader	42.87
Street Light Maintenance Operator	41.71
Street Light Maint. Operator	
0-3 mo. exp. – 75% of Street Light Maint. Operator	31.28
3-6 mo. exp. – 80% of Street Light Maint. Operator	33.37
6-12 mo. exp. – 85% of Street Light Maint. Operator	35.45
12-18 mo. exp. – 90% of Street Light Maint. Operator	37.54

FUND NAME

SEND PAYMENTS TO

**A) Send one check (total of the funds listed below)
made payable to:**

**ALB Receiving Fund
63-C North Dixie Drive
Vandalia, OH 45377-2059**

NEBF

3% of Gross Earnings

NECA SERVICE CHARGES (NECA Members Only)

5/10 of 1% of Gross Labor Payroll
on first 75,000 work hours

2/10 of 1% of Gross Labor Payroll
on second 75,000 work hours

No payment on Gross Labor Payroll
over 150,000 work Hours

NATIONAL ELECTRICAL ANNUITY PLAN

An amount equal to 25% of the
Employee's Gross Wages

NATIONAL LABOR MANAGEMENT COOPERATION FUND

One Cent per hour worked, up to a maximum
of 150,000 hours per year

AMERICAN LINE BUILDERS ADMINISTRATIVE MAINTENANCE FUND

Three Cents per hour worked (\$.03)

ALBAT

An amount equal to 1% of gross payroll

LINE CONSTRUCTION BENEFIT FUND

\$6.50 per hour worked

** Effective 1/4/21 LINECO increases to \$6.75 per hour worked

LINECO HRA (HEALTH REIMBURSEMENT ACCOUNT)

2% of Gross Wages

LOCAL UNION WORKING DUES

Deduct 2.5% of gross wages from each employee's check

RGL/jmb 11/12/2020

STATE OF ILLINOIS)
)
)
COUNTY OF COOK)

CERTIFICATE OF SERVICE

Under penalties as provided by law, including pursuant to Section 1-109 of the Code of Civil Procedure, I Karen Lewis, a non-attorney, affirm, certify or on oath state, that I served notice of the attached Notice of Hearing upon all parties to this case, or their agents appointed to receive service of process, by enclosing a copy of the Notice of Hearing and Attachments in Case No. 2022-H-RP08-2336 and a copy of the Certificate of Service in an envelope addressed to each party or party's agent at the respective address shown on the Notice of Hearing or on the Certificate of Service, having caused each envelope to be served by U.S. mail certified mail return receipt requested and regular mail with postage prepaid at 100 W. Randolph Street, Chicago, Illinois on the 30 day of August, 2021 prior to 4:30 p.m.

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Patrick K. Shinnars
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St. Louis, MO 63101
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HAND DELIVERED:

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Director of Labor
Illinois Department of Labor
160 N. LaSalle St., Ste. C-1300
Chicago, IL 60601



Illinois Department of Labor