

# RESIDENTIAL AGREEMENT

By and Between

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

and

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

Dated August 25, 1921

As amended to

June 6, 2021



Chicago and Cook County  
Chapter NECA



Local Union #134  
IBEW



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## **Residential Agreement**

### **AGREEMENT**

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

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

### **SCOPE OF WORK**

It is mutually agreed that the provisions of this Agreement shall apply to all units built for family residences, involving the construction, alteration, or repair of single family houses, apartment buildings, condos, townhouses and residential sections of mixed-use non-institutional buildings. This includes main service up to and including 800 amp, 120/208 volt, three phase, branch circuit panels and their feeds, branch conduit, wire fixtures and devices. Also included are all incidental items such as site work, parking area lighting and accent lighting, that are associated with family residences or residential units.

### **DECLARATION OF PRINCIPLES**

- I. There shall be no limitations as to the amount of work a man shall perform during his working day.
- II. There shall be no restrictions of the use of machinery, tools or appliances.
- III. There shall be no restriction of the use of any raw or manufactured material, except prison made. With reference to Principles I and II above, no Employee shall be required to use tools or materials that do not meet with the requirements of Article II of this Agreement.
- IV. No person shall have the right to interfere with Employees during working hours.
- V. The use of Apprentices shall not be prohibited.
- VI. The General Foreman, or Foreman shall be the Agent of the Employer.
- VII. The Employee shall demand and receive the wages agreed upon by the Electrical Joint Arbitration Board in this trade under all circumstances.
- VIII. The Employer is at liberty to employ Journeymen Wiremen in accordance with the terms of the Referral Procedures as provided in Article IV herein.
- IX. The Employer is at liberty to discharge whomever he sees fit for proper causes as provided for in this Agreement.
- X. The Electrical Industry Drug-Free Alliance, a subcommittee of the Electrical Joint Arbitration Board, has been established to address the problem of drug and alcohol abuse in the electrical industry. The Drug-Free Alliance policy is by reference a permanent part of this agreement.

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- XI. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall refer to both the masculine and feminine.
- XII. The Employer and the Union agreed that they will not discriminate against any employee because of race, color, religion, sex, national origin, disability, handicap, marital status, parental status, military discharge status, or any other basis protected by law.

### **DEFINITIONS**

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

"Association," "Contractor," or "Employer," refer to the members of the Electrical Contractors' Association of City of Chicago and/or other Employers eligible to participate. The Employer who is properly qualified as such shall be a person, firm, or corporation whose main business is fully identified with the electrical contracting industry and who is further qualified by experience, knowledge of the industry, ability to provide and maintain a wage and fringe benefit bond and to meet all payroll requirements on a timely basis, maintains a place of business, is signatory to the Residential Agreement negotiated between the Electrical Contractors' Association of City of Chicago and Local Union No. 134, I.B.E.W., employing not less than one (1) Residential Wireman and holds themselves out to the public as being engaged in the electrical contracting industry. Employers not in the electrical construction industry shall not become parties to the Residential Agreement nor to the terms and conditions in it which are unique to the residential electrical construction industry.

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

"Principal Agreement" refers to the standard form of written agreement entered into between the Electrical Contractors' Association of City of Chicago and Local Union No. 134, International Brotherhood of Electrical Workers since August 11, 1903.

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

"Residential Joint Arbitration Board" or "Board" refers to the Arbitration Board which shall be composed of a subcommittee of members of the Electrical Joint Arbitration Board created in Article I of the Principal Agreement.

"Labor Management Cooperation Committee" or "LMCC Chicago" or "LMCC" refers to the Labor Management Cooperation Committee entered into between the parties hereto on June 5, 1990 and as described in Article VIII of the Principal Agreement.

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

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

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### **EFFECTIVE DATE - CHANGES**

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

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

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

### **ARTICLE I**

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

**Section 1.01** There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**Section 1.02** The Electrical Joint Arbitration Board, as created in Article III of the Principal Agreement, shall meet regularly at such stated times as it may decide. It shall also meet within forty-eight (48) hours when notice is given by either party. It shall select its own Chairman and Secretary.

**Section 1.03** All grievances or questions in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Electrical Joint Arbitration Board.

**Section 1.04** All matters coming before the Electrical Joint Arbitration Board shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

**Section 1.05** Should the Electrical Joint Arbitration Board fail to agree or to adjust any matter, such matter shall then be referred to the Federal Mediation and Conciliation Service for adjudication. The decision by the FMCS Mediator shall be final and binding on both parties hereto.

**Section 1.06** 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.

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**Section 1.07** The Electrical Joint Arbitration Board shall also have full power to construe and interpret this Agreement and to apply it to situations which may seem to not be clearly covered by its terms.

**Section 1.08** The Electrical Joint Arbitration Board reserves the right to audit the books of any Employer working under the Residential Agreement to determine hours worked and wages paid. Where a delinquency is in evidence, the Employees in the employ of the delinquent Employer shall be notified that their benefits are in jeopardy. All action by the Electrical Joint Arbitration Board taken under Article I, Section 8 shall be stated in writing and shall be filed with the Secretary of the Board.

**Section 1.09** Any employer employing individuals under this agreement who is found performing work not covered by this agreement with said individuals, shall be fined no less than the economic impact to the industry and shall be subject to having these employees removed from their employ.

### **ARTICLE II Employer Rights - Union Rights**

**Section 2.01** Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with the Employer's direction and all applicable electrical codes and municipal ordinances.

**Section 2.02** The following is a suggested tool list for Employees in order that they may properly execute the work covered by this Agreement:

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

**Section 2.03** 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.



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**Section 2.04** 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 Employers working under the terms and conditions of this Agreement and the Union shall immediately notify the Electrical Contractors' Association of City of Chicago of any such concession.

**Section 2.05** 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 transferring 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 or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges or 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.

**Section 2.06** The Employer recognizes the Union as the sole and exclusive representative of all its Employees performing work within the jurisdiction of the Union for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and conditions of employment.

**Section 2.07** The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but, rather is determined solely within the IBEW by the International President and, therefore, agrees to recognize and be bound by such determinations.

**Section 2.08** No member while he remains a member and subject to employment by Employers operating under this Agreement shall himself become a contractor for the performance of any electrical work.

**Section 2.09** 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 2.10** In order to protect and preserve, for the Employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint-venture, wherein the Employer, through its officers, directors, partners or stockholders, exercises either directly or indirectly, management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such 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 covering the procedure for the handling of grievances and the final and binding resolution of disputes.

**Section 2.11** Any firm outside the geographical area defined in this Agreement, doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than four non-

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residential Wireman. When any complaint or dispute arises dealing with this question, any ruling made by the International Office of the Union shall be accepted and put into effect.

### ARTICLE III Hours - Wages - Working Conditions

**Section 3.01** Eight hours reckoned between the hours of 6:00 AM and 4:30 PM, with thirty minutes for a lunch period to be taken no more than five hours after the start of the day shall constitute the workday. Five such days, reckoned between Monday through Friday, shall constitute the workweek.

**Section 3.02** All work performed outside the regularly scheduled working hours and on Saturdays up to 4:30 p.m. (except as otherwise provided herein) shall be paid for at one and one-half times the regular straight time rate of pay. Any hours beyond eight (8) hours worked on Saturday will be paid at double time the regular straight time rate of pay. All work performed after 4:30 p.m. Saturday to the regular job start time on Monday and on all recognized holidays shall be paid for at double time the regular straight time of pay.

**Section 3.03** Double the regular straight time rate of pay shall be paid for all work performed on the following designated legal holidays, unless definitely stated otherwise on certain specified work: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or days celebrated as such.

**Section 3.04** When workmen are directed to report to the job, such workmen shall be on the job ready to commence work at the regular starting time. All tools and materials shall be stored and put away before quitting time.

**Section 3.05** No work shall be performed on Labor Day, except in case of emergency.

**Section 3.06** Effective June 5, 2017 through June 3, 2018, the rate of wages for Journeymen Wiremen shall be \$47.40 per hour.

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

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

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

(a) It is understood that "A" Journeymen Wiremen performing work covered under this Agreement will receive wages and fringes as specified in the Principal Agreement.

**Section 3.07** The rate of wages for General Foremen shall be \$6.00 more per hour than the regular Residential Wireman rate of pay.

**Section 3.08** The rate of wages for Foremen shall be \$3.00 more per hour than the regular Residential Wireman rate of pay.

**Section 3.09** The rate of wages for Residential Wireman Apprentices shall be in percentages of the Residential Wireman Rate. All percentage increases for Residential Wireman Apprentices are based upon

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the On the Job Training (OJT) hours accrued for successful completion of related instruction. The following rate of wages for the On the Job Training requirement of the Residential Wireman Apprentice program will prevail:

1st	6 months	40 % of Residential Wireman rate
2nd	6 months	45 % of Residential Wireman rate
3rd	6 months	50 % of Residential Wireman rate
4th	6 months	55 % of Residential Wireman rate
5th	6 months	60 % of Residential Wireman rate
6th	6 months	70 % of Residential Wireman rate
7th	6 months	80 % of Residential Wireman rate
8th	6 months	90 % of Residential Wireman rate

**Section 3.10** Wages shall be paid not later than 4:30 p.m. on Thursday of each week for all time worked up to 8:00 a.m. the preceding Monday. When a holiday occurs within the regular workweek, payday may be extended by one day. When Employees are laid off or discharged, they shall be paid in full immediately. Employees shall be paid in cash or by check on the job, or at the office of the Employer, provided Employees are allowed time necessary to reach the office. If the Employee is not physically available and on the job, the paycheck and severance notice are to be mailed to his home address without delay by certified mail, return receipt requested. The Employer may implement a direct deposit plan which shall be mandatory for all employees. In the event that direct deposit is not possible the Employee and the Employer shall work together to reach a mutually agreed solution for the payment of wages each week.

**Section 3.11** When men are ordered to report to a shop or a job and are not put to work, they shall receive no less than two (2) hours' pay unless notified by the Employer or his representative before leaving home on that morning.

**Section 3.12** A regular workweek may be established from Tuesday through Saturday save when a designated holiday intervenes whereby on Saturday one man per shop may be regularly employed on a straight time basis eight (8) consecutive hours per day beginning at 7:00 a.m. or 8:00 a.m. and such man may do small jobbing and shop work on the Employer's premises during such hours in order to be available to answer emergency calls.

**Section 3.13** When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

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

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

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

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

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

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

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

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

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

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

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

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

**Section 3.14** There shall be no pyramiding of overtime rates and double the straight-time rate shall be the maximum compensation for any hour worked.

## **ARTICLE IV Referral Procedure**

**Section 4.01** 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 4.02** The Union shall be an exclusive source of referral of applicants for employment.

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

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

**Section 4.05** 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.

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- Group I All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Residential Wireman by a duly constituted Residential Training Subcommittee and who have been employed for a period of at least one year in the last two years under a collective bargaining agreement between the parties to this Agreement.
- Group II All applicants for employment who have two or more years' experience in the trade and who have passed a Residential Wireman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Residential Wireman by a duly constituted Residential Training Subcommittee.
- Group III All applicants for employment who have two or more years' experience in the trade.

**Section 4.06** If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall be the status of "temporary Employees".

**Section 4.07** "Normal construction labor market" is defined to mean the six (6) County Chicago Standard Metropolitan Statistical Area as defined by the Bureau of Labor Statistics.

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

**Section 4.08** "Resident" means a person who has maintained his permanent home in the above geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

**Section 4.09** "Examinations" - An "examination" shall include experience rating tests if such examination shall have been given prior to the date of this Agreement, but from and after the date of this Agreement shall include only written and/or practical examinations given by this Local Union or any other duly constituted Inside Construction Local Union of the IBEW. Scheduled intervals of time for examinations shall not exceed ninety days. An applicant shall be eligible for examination if he has two years' experience in the trade.

**Section 4.10** An electrician who has served for a period of 8000 hours as a Residential Wireman and who has completed approved upgrade training courses shall be allowed to take the Journeyman Wireman examination test as described in the Principal Agreement.

**Section 4.11** Anyone who makes an application for referral as an applicant for employment and who does not meet the requirements of one of the three Groups in Section 5 above shall be referred to the Residential Training Subcommittee for their consideration as an Apprentice.

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

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

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

**Section 4.15** 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 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. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within the GROUP.

**Section 4.16** The only exception which shall be allowed in this order of referral is when the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

**Section 4.17** 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 4.18** It shall be the function of the Appeals Committee to consider any complaint of any Employee or applicant for employment arising out of the administration by the Local Union of Article IV, Sections 4 through 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 decisions shall be in accord with this Agreement.

**Section 4.19** 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 4.20** A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

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

**Section 4.22** When making a reduction in the number of Employees due to lack of work, Employers shall use the following procedure:

(a) Employees in GROUP III, if any are employed in this GROUP, shall be laid off first, then those in GROUP II, and then those in GROUP I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided in Section 17 of this Article 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 Residential Wireman, they will be slotted in the appropriate GROUP as provided for in Section 5 of this Article.

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

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

### **ARTICLE V Apprenticeship and Training**

**Section 5.01** There shall be a Residential Training Subcommittee of Electrical Joint Apprenticeship and Training Trustees consisting of three (3) members representing the Chapter and three (3) members representing the Union. This Subcommittee shall adopt local Residential Training Standards in conformity with the National Residential Training Standards for the Electrical Contracting Industry. It shall also be responsible for training Residential Wireman and others. These local standards will be promptly agreed upon by the parties to this Agreement and shall be registered by the Local JATC with the National Joint Apprenticeship and Training Committee.

**Section 5.02** Members of the Residential Training Subcommittee shall be selected by the party they represent. Their term of office shall be three (3) years unless removed by the party they represent. The term of one (1) Chapter and one (1) Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Subcommittee member may succeed himself.

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

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

**Section 5.03** The Subcommittee shall supervise all matters involving Residential training in conformity with the provisions of this Agreement and the registered local Residential Training Standards. In case of a deadlock, the matter in dispute shall be referred to the Local Joint Apprenticeship and Training Committee for settlement. Any proposed changes in this Agreement pertaining to Residential Training should first be considered by the Residential Subcommittee for their recommendation before being acted upon by the parties to this Agreement.

**Section 5.04** In order to provide diversity of training or work opportunities, the Subcommittee shall have full authority to transfer Apprentices from one job or Employer to another. All transfers and assignments for work shall be issued by the Subcommittee.

**Section 5.05** All Apprentices employed under the terms of this Agreement shall be obtained from the Residential Training Subcommittee. An Apprentice who has completed his probationary period may be removed from training by the Subcommittee, in accordance with its rules, for cause. Such removal by the Subcommittee also cancels his classification of Apprentice and the opportunity to complete his training.

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(a) The Subcommittee is authorized to register a total number of Apprentices not to exceed a ratio of three (3) Apprentices to one (1) Residential Wireman who are normally employed under the terms of this Agreement.

**Section 5.06** Each Employer shall be allowed a ratio of one (1) First Year Residential Apprentice to one (1) Residential Apprentice to one (1) Residential Wireman. Such ratio shall not be exceeded on any job.

**Section 5.07** A Residential Apprentice shall be under the direct personal supervision of a Residential Wireman at all times. When a Residential Wireman and a Residential Apprentice are working together and it becomes necessary for the Residential Wireman to leave for a short period of time, it should not be necessary for the Residential Apprentice to accompany the Residential Wireman.

## **ARTICLE VI Fringe Benefits - NEBF**

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

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

**Section 6.02** An individual Employer who fails to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

**Section 6.03** The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor Agreement.

**Section 6.04** Effective June 5, 2017 through June 3, 2018, the Employer shall contribute an amount equal to 51.9831% of the Gross Productive Electrical Labor Payroll of Employees to cover the following fringe benefits: Health and Welfare, Local Pension, Apprenticeship and Training Contribution, and the Labor Management Cooperation Committee of Chicago. This percentage contribution made to the Electrical Insurance Trustees will be based upon the Residential Wireman scale for all classifications of labor excluding Apprentices.

**Section 6.05** The Employer shall contribute \$5.52 per hour for each hour worked into the Annuity Plan for Journeymen Wiremen, Foremen, and General Foremen.



## Residential Agreement

**Section 6.06** Effective June 5, 2017 through June 3, 2018, the Employer shall contribute an amount per hour for each hour worked into the Annuity Plan for Apprentices based on the following schedule in accordance with Article III, Section 3.09 of this Agreement:

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

**Section 6.07** Effective June 5, 2017, all Employers covered by this Agreement shall contribute \$.08 per hour worked for each employee covered by this Labor Agreement to the Administrative Maintenance Fund. The moneys are for the purpose of administration of the collective bargaining Agreement, handling grievances and all other management duties and responsibilities in this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. The enforcement for delinquent payments to the Fund shall be the sole responsibility of the Fund and the Electrical Contractors' Association of City of Chicago and not the Local Union.

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

**Section 6.08** The Employer agrees to deduct and forward to the Electrical Insurance Trustees, upon receipt of a voluntary written authorization, the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws, Article X. Such amount shall be certified to the Employer by the Local Union upon request by the Employer. The Electrical Insurance Trustees' sole obligation shall be to forward working dues received from the Employer to the Financial Secretary of the Local Union. The Electrical Insurance Trustees shall have no authority or obligation to collect delinquent working dues.

**Section 6.09** It shall be the responsibility of the Employee to pay all assessments and basic dues as approved in the Local Union By-Laws.

**Section 6.10** The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other forms of liability of any kind which may arise out of or by reason of actions taken by the Employer for the purpose of complying with Article VI, Section 6.08 of this Agreement.

**Section 6.11** The percentages to cover contributions may be adjusted periodically by the Electrical Insurance Trustees on the basis of experience subject to the approval of the Electrical Joint Arbitration Board.

**Section 6.12** Employees on payroll reports submitted to the Electrical Insurance Trustees must be employed by the Participating Employer and signatory to the Residential Agreement. Employers cannot contribute to the Trustees on behalf of leased Employees or Employees of a Professional Employer Organization.

## **Residential Agreement**

**Section 6.13** All contractors who sign this Agreement must employ one or more journeymen. No owner, partner, or financial affiliate shall work with the tools at any time. This shall not be construed to prevent the above persons from loading materials from the warehouse to the truck, from a truck to the job or from the truck to the warehouse.

**Section 6.14** If an Employer employs an Employee who is related to one of the owners of the Employer as a child, parent, sibling, in-law or spouse of either such owner or the owner's spouse, the Employer shall pay wages and make fringe benefit contributions on behalf of such Employee on a full-time basis of not less than 40 hours per week for 48 weeks per calendar year; unless the Employer can demonstrate to the satisfaction of the Trustees that the Employee actually worked fewer hours, in which case the Trustees may determine that additional contributions need not be paid on behalf of that relative beyond the hours they determined were actually worked.

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

This Section 6.14 shall not be deemed to require additional wage and fringe benefit contributions on behalf of a relative who, in the absence of such contributions, does not qualify for any welfare benefits under a plan of benefits maintained by the Trustees.

**Section 6.15** "Gross Productive Electrical Labor Payroll" is defined to mean total wages paid for all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor agreement. Gross payroll includes all wages paid including overtime premium pay computed at the rate established for each classification of electrical labor. No portion of wages shall be excluded from Gross Productive Electrical Labor Payroll. This definition has been the basis for payment to the National Electrical Benefit Fund and its adoption in the local Agreement is intended to eliminate confusion, facilitate computation and effectuate savings for the Employer.

**Section 6.16** The Payroll Report for Participating Employers and a single check payable to Electrical Insurance Trustees covering the Employer's contribution for fringe benefits and the deduction made from the wages of Employees shall be sent monthly to the address as stated in Article XV, Section 15.01 (a) of this Agreement.

**Section 6.17** The Electrical Insurance Trustees are authorized and empowered to make the required allocation of the amount received among the various trusts.

**Section 6.18** The Employer agrees that it shall not constitute a violation of this Agreement for the Union to remove the workmen employed by an Employer who is delinquent in wage and fringe payments due under the terms of this Agreement. In the event the Employer desires to rehire the Employees removed for this reason, he must pay each Employee for all lost time due to this delinquency.

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

## **Residential Agreement**

**Section 6.19** Individual Employers who are delinquent in the payment of wages and/or fringe benefits due Employees shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union provided that the individual Employer fails to show satisfactory proof that the required payments have been paid.

**Section 6.20** The failure of an individual Employer to comply with the above provisions shall constitute a breach of this Agreement.

### **ARTICLE VII National Electrical Industry Fund (NEIF)**

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

(a) 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.

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

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

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

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

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

### **ARTICLE IX Safety**

**Section 9.01** There shall be a Joint Safety Committee which shall be the same committee as created in Article X of the Principal Agreement consisting of three members representing the Employer and three members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal to or greater than the Standards of Construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. Such rules, and the other safety rules provided in this Article, are minimum rules and not intended to imply that the Union objects to the

## **Residential Agreement**

establishment and imposition by the Employers of additional or more stringent safety rules to protect the health and safety of the Employees.

**Section 9.02** It shall also be the function of this Committee to study these safe work rules and recommend their update to the parties to this Agreement for possible inclusion in this Agreement. This Committee shall meet at least once each quarter and also when called by the Chairman or when called by a majority of the current committee members.

**Section 9.03** Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be three years unless removed by the party they represent. The term of one Employer and one Union representative shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to succeed himself.

**Section 9.04** As a safety measure to life, two or more Residential Wiremen must be employed on energized conductors or equipment charged with 250 Volts or more. Journeymen shall be used in assisting a Residential Wireman while splicing cable. Cable Splicers shall not be used in assisting a Journeyman while splicing cable. Cable Splicers shall not be required to work on wires or cables when the difference in potentials is over 200 Volts between any two (2) conductors or between any conductor or ground unless assisted by (1) Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of 480 Volts.

### **ARTICLE X Substance Abuse**

**Section 10.01** The Electrical Joint Arbitration Board recognizes that the dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry as it relates to safety and productivity are significant. The Board resolves to combat chemical abuse in any form through the Electrical Industry Drug-Free Alliance program. The Board also agrees that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles and legitimate interests of privacy and confidentiality. The Electrical Joint Arbitration Board reserves the right to change or modify any section of the drug testing policy and procedures. The Board also recognizes that funding for this program will be borne by the employers. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the Electrical Industry Drug-Free Alliance policy.

### **ARTICLE XI Code of Excellence**

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

### **ARTICLE XII Separability**

## **Residential Agreement**

**Section 12.01** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

### **ARTICLE XIII Non-Discrimination**

**Section 13.01** The Association and the Union agree and hereby reaffirm their commitment not to discriminate or permit discrimination against any Employee because of race, creed, color, sex or national origin, and further agree not to discriminate or permit discrimination because of age (as is prohibited by the Age Discrimination Act of 1967).

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

**Section 14.01** The Employer shall furnish two bonds, each with corporate surety, one to guarantee the payment of wages and working dues with the Union as "obligee" and the other to guarantee the payment of fringe benefit contributions with the Electrical Insurance Trustees as "obligee." The wage bond shall be on a standard form provided by the Union (an example is included in Appendix A of this Agreement); the fringe benefit bond shall be on a standard form provided by the Electrical Insurance Trustees (an example is included in Appendix B of this Agreement). The penal sum for contributions payable to the Electrical Insurance Trustees as obligee shall be Ten Thousand Dollars and 00/100 (\$10,000) for each covered Employee of the Employer for all fringe benefit contributions to the Obligee and any liquidated damages assessed thereon. The wage bond shall provide for full payment of net wages and working dues to a maximum of four weeks of wages and working dues.

**Section 14.02** The Union is authorized to reject any wage bond it deems substandard. The Electrical Insurance Trustees are authorized to reject any fringe benefit bond they deem substandard.

**Section 14.03** Each bond shall further provide that it may not be terminated without thirty (30) days prior written notice to the Union, the Electrical Insurance Trustees and the Employer.

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

**Section 15.01** Employers who fail to have sufficient funds in the bank to cover checks issued to Employees for wages and checks issued to the Electrical Insurance Trustees for contributions will be penalized by the Electrical Joint Arbitration Board.

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

## Residential Agreement

Via United States Postal Service:

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

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

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

Attention: Electrical Insurance Trustees  
Suite 1615

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

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

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

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

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

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

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

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

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

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

## Residential Agreement

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

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

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

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

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

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

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

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

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

## Residential Agreement

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

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

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

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

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

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

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

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

**Section 15.02** The failure of an Employer to comply with the above provisions is a breach of this Agreement.



**Residential Agreement**

**ARTICLE XVI  
Veterans' Rights**

**Section 16.01** The parties agree that Employers shall fully comply with their obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994, Public Law 103-353 (USERRA).

**Section 16.02** An Employer reemploying a person who enjoys veterans' rights under USERRA shall provide written notification to the Electrical Insurance Trustees within 30 days after the date of such reemployment. An Employer who fails to provide timely notification pursuant to this section shall be liable for all damages caused by such failure.

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

Electrical Contractors' Association  
of City of Chicago



Eric F. Nixon  
President

Local Union #134  
International Brotherhood of Electrical Workers



Don Finn  
Business Manager, Financial Secretary

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Appendix A

# Employer's Wage Bond

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

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

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

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

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

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

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

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

**Principal**

**Surety**

\_\_\_\_\_

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

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

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

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Appendix B

# Employer's Fringe Benefit Bond

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

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

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

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

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

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

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

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

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

Principal

Surety

\_\_\_\_\_

\_\_\_\_\_

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

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

Agent and attorney-in-fact

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