

ILLINOIS DEPARTMENT OF LABOR
JESSE WHITE STATE OF ILLINOIS BUILDING
115 S. LASALLE ST., 37TH FLOOR
CHICAGO, ILLINOIS 60603

IN THE MATTER OF:

ILLINOIS CHAPTER, NATIONAL
ELECTRICAL CONTRACTORS
ASSOCIATION, INC., WEBER ELECTRIC,
INC., WILCOX ELECTRIC & SERVICE, INC.,
F.W. ELECTRIC, INC., GLESCO ELECTRIC,
INC., REMCO ELECTRICAL CORP., CAMP
ELECTRIC AND ENGINEERING SERVICES,
P.C., PALS ELECTRIC, INC. and PYRAMID
ELECTRICAL CONTRACTORS, INC.,

Objectors,

v.

JANE FLANAGAN, Director of the
Illinois Department of Labor, and the
ILLINOIS DEPARTMENT OF LABOR

Respondents.

State File No. 2027-H-CC08-2368

NOTICE OF FILING

To: See Attached Certificate of Service

Please take notice that on September 22, 2026, the attached *Petitioning Intervenor EIL-NECA and NEIL-NECA's Response to IBEW Local 197's Motion in Opposition to Petition* was filed with the Illinois Department of Labor by email, a copy of which is attached hereto.

September 22, 2026

Eastern Illinois Chapter of the National Electrical
Contractors Association, Northeastern Illinois
Chapter of the National Electrical Contractors
Association, McWilliams Electric Co., Inc., and
Homestead Electrical Construction, LLC

By: /s/ Christina K. Wernick
One of Their Attorneys

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ILLINOIS DEPARTMENT OF LABOR
JESSE WHITE STATE OF ILLINOIS BUILDING
115 S. LASALLE ST., 37TH FLOOR
CHICAGO, ILLINOIS 60603

IN THE MATTER OF:	)	
	)	
ILLINOIS CHAPTER, NATIONAL	)	
ELECTRICAL CONTRACTORS	)	
ASSOCIATION, INC., WEBER ELECTRIC,	)	State File No. 2027-H-CC08-2368
INC., WILCOX ELECTRIC & SERVICE, INC.,	)	
F.W. ELECTRIC, INC., GLESCO ELECTRIC,	)	
INC., REMCO ELECTRICAL CORP., CAMP	)	
ELECTRIC AND ENGINEERING SERVICES,	)	
P.C., PALS ELECTRIC, INC. and PYRAMID	)	
ELECTRICAL CONTRACTORS, INC.,	)	
	)	
Objectors,	)	
	)	
v.	)	
	)	
JANE FLANAGAN, Director of the	)	
Illinois Department of Labor, and the	)	
ILLINOIS DEPARTMENT OF LABOR	)	
	)	
Respondents.	)	

**PETITIONING INTERVENORS' JOINT RESPONSE TO PETITIONING
INTERVENORS' MOTION IN OPPOSITION TO PETITION**

Now come Petitioning Intervenors, Northeastern Illinois Chapter of the National Electrical Contractors Association, McWilliams Electric Co., Inc., Homestead Electrical Construction, LLC (collectively "NEIL-NECA") and Eastern Illinois Chapter of the National Electrical Contractors Association ("EIL-NECA"), by and through their attorneys, Laner Muchin, Ltd., and submit this Joint Response to Petitioning Intervenors IBEW Locals 117, 150, 176, 197 and 701's (collectively, "IBEW Local 197") Motion in Opposition. In support of this response, NEIL-NECA and EIL-NECA state as follows:

I. PROCEDURAL BACKGROUND

In accordance with Section 9 of the Illinois Prevailing Wage Act, 820 ILCS 130/9 (the “PWA”), the Illinois Department of Labor published the prevailing wage schedule on July 15, 2026. Objectors Illinois Chapter of the National Electrical Contractors Association, Inc., Weber Electric, Inc., Wilcox Electric & Service Inc., FW. Electric, Inc., Glesco Electric, Inc., Remco Electrical Corp., Camp Electric and Engineering Services, P.C., PALS Electric, Inc., and Pyramid Electrical Contractors, Inc. (collectively, “Objectors”) timely filed their Objection and Request for Hearing on August 14, 2026.

NEIL-NECA and EIL-NECA similarly filed their respective Objections and Requests for Hearing (“NEIL-NECA Objection” and “EIL-NECA Objection”, respectively) in accordance with the PWA. True and accurate copies of the NEIL-NECA Objection and EIL-NECA Objection are attached as Exhibit 1.

On August 21, 2026, the Department issued a Notice setting this matter for hearing on September 25, 2026, before Administrative Law Judge John O’Meara (“ALJ”). The Notice further set a pre-hearing conference with the ALJ on September 8, 2026 (the “Pre-Hearing Conference”), and set a deadline of September 2, 2026, for Petitions to Intervene.

On September 1, 2026, the Great Plains Laborers District Council (“Midwest Laborers”) filed a Petition to Intervene. Subsequently, on September 2, 2026, Operators Locals 150 and 841 (“Operators”); Martin Flanagan and the Construction and General Laborers' District Council of Chicago and Vicinity (“Chicago Laborers”); IBEW Locals 16, 34, 146, 193, 309, 538, 601, 649, 702, 725 (“Other IBEW Locals”); Plumbing Contractors Association of Greater Chicago and Terry Plumbing (collectively, “PCA”); Sheet Metal and Air Conditioning Contractors’ National Association of Greater Chicago, Westside Mechanical Group, Inc. and Admiral Heating &

Ventilating, Inc. (collectively, “SMACNA”); Mechanical Contractors Association of Chicago, Illinois and Dahme Mechanical Industries, Inc. (collectively, “MCA Chicago”); EIL-NECA; NEIL-NECA; Piping Industry Council of Rockford Area Incorporated and Miller Engineering Company (collectively, “PICRA”); and Mechanical Contractors Association, Eastern Iowa/Western Illinois (“MCA EIA WIL”) filed their respective Petitions to Intervene.

On September 3, 2026, IBEW Local 197 filed an untimely Petition to Intervene.

On September 8, 2026, the Parties and all petitioning Intervenors appeared before the ALJ for the Pre-Hearing Conference. The petitions to intervene were granted as to Midwest Laborers, PCA, PICRA, MCA Chicago, MCA EIA WIL, SMACNA, Operators, and the Other IBEW Locals. The parties agreed and consented to email service in lieu of messenger or U.S. mail service and were further given leave to file motions in opposition to Petitions to Intervene by September 15, 2026.

On September 15, 2026, IBEW Local 197, joined for the first time by IBEW Locals 117, 150, 176, and 701 filed a Motion and Brief in Opposition to Petitions to Intervene by Eastern and Northeastern Illinois NECA Chapters. This response addresses IBEW Local 197’s motion.

II. ARGUMENT

A. EIL-NECA and NEIL-NECA’s Intervention is Necessary and Appropriate

The Department's rules provide that, upon timely written application, the ALJ may permit intervention when: "(A) the party is so situated that he or she may be adversely affected by a final order arising from the hearing; (B) the party requesting intervention is a necessary party to the hearing proceeding; or (C) a party's claim or defense and the main action have a question of law or fact in common." 56 Ill. Admin. Code § 120.320(a)(1). EIL-NECA and NEIL-NECA’s Petition

satisfies both subsections (A) and (C), and its timely participation will assist the ALJ without delaying or prejudicing the proceeding.

Intervention is appropriate under § 120.320(a)(1) because EIL-NECA and NEIL-NECA's claims, as outlined in the EIL-NECA Objection and NEIL-NECA Objection, and the Objectors' main action share common questions of law. These matters all concern whether, when the Department relies upon a collective bargaining agreement to establish prevailing rates, Sections 4 and 9 of the PWA require the Department also to recognize and apply the apprentice classifications, wage rates, and fringe-benefit rates established by that same agreement. All matters also concern whether the Department may omit apprentice-specific rates notwithstanding the express terms of the collective bargaining agreement used to establish the prevailing determination. The matters involve the same Electrician trade title and materially identical statutory questions, even if the geographic evidence differs.

Notably, and contrary to the "facts" provided in IBEW Local 197's Motion, members of EIL-NECA and NEIL-NECA and contractors bound by the collective bargaining agreements that EIL-NECA and NEIL-NECA negotiates with various IBEW Locals, do perform work in the "72 downstate counties" at issue in this case. Specifically, within the last three years, McWilliams Electric Co., Inc. and Homestead Electrical Construction, LLC have performed and continue to perform work within the geographic jurisdiction of IBEW Locals 601 and 197. Accordingly, EIL-NECA and NEIL-NECA's participation will help develop a complete record on those issues, will not broaden the proceeding beyond the common questions presented, and will not delay the hearing.

IBEW Local 197's objection is particularly ironic. In EIL-NECA and NEIL-NECA's separate cases, IBEW Locals 117, 150, and 701 filed an adoption motion, without first obtaining

leave to do so, asking the Department to dismiss the respective EIL-NECA Objection and NEIL-NECA Objection, the very proceedings in which they claimed to have an interest. Yet IBEW Locals 117, 150, 176, and 701 did not timely petition to intervene in this case, and IBEW Local 197 did not timely perfect its own intervention. Now, faced with the prospect that dismissal of the EIL-NECA Objection and NEIL-NECA Objection will eliminate the proceeding in which their participation could matter and leave this case as the forum in which the common apprentice-rate issues are decided, they seek to block EIL-NECA and NEIL-NECA's timely intervention here. That is not cognizable prejudice under § 120.320(a)(2). It is a self-created consequence of their own procedural choices and, at bottom, a case of sour grapes. The rules governing intervention protect parties from delay or prejudice; they do not protect would-be intervenors from the strategic consequences of failing to intervene in the proceeding that may ultimately decide the issue.

B. IBEW Locals 117, 150, 176, 197 and 701 Lack Standing to Object

Under 56 Ill. Admin. Code § 120.320(a), any prospective intervenor must present a *timely* petition setting forth the grounds for intervention. Section (c) of § 120.320 further dictates:

Documents may be filed with the Department by certified or First Class mail, by messenger service, private delivery service, or personally at the Department's Chicago office. *Filing by electronic transmission, such as telefax machine or electronic mail (e-mail), will not be accepted*, except when specifically requested or ordered by the ALJ. (emphasis added)

The Department ordered all petitions to intervene in this matter be filed by September 2, 2026. IBEW Local 197 attempted to file its petition to intervene via email on August 31, 2026. The petition was not received by the Department until September 3, 2026, and the ALJ did not consent to email service in lieu of messenger or U.S. mail service until September 8, 2026. Thus, IBEW Local 197's petition to intervene was not properly served and is, itself, untimely.

Further, the ALJ granted the *parties* leave to file a motion in opposition to Petitions to Intervene. Under Ill. Admin. Code § 120.320(c), to obtain the legal rights of a party—including the right to participate in and object to other filings within the proceeding—a person or entity must first be granted intervenor status by the Department. Thus, because a petitioning intervenor’s status is merely prospective until the ALJ issues an order allowing intervention, it does not yet possess the status of an active party and lacks procedural standing to object to other pending motions, including a competing timely-filed petition to intervene.

IBEW Local 197’s untimely petition to intervene has not been granted. Thus, it is not a party to the proceeding and has no standing to object to a Petition to Intervene. Moreover, IBEW Locals 117, 150, 176, and 701 did not even file a petition to intervene in this matter in the first place and are now inexplicably attempting to appear before the Department, without leave, for the first time, ironically, to challenge the intervention of a party properly before this tribunal. This further supports the conclusion that IBEW Locals 117, 150, 176, 197, and 701 lack standing to oppose EIL-NECA and NEIL-NECA’s petition.

Moreover, in exercising discretion under 56 Ill. Admin. Code § 120.320(a)(2), the ALJ shall consider whether the petitioning intervention will unduly delay or prejudice the adjudication of the rights of the original parties. Neither the Objector’s counsel, the Department’s counsel, nor counsel for any of the Intervenors (Midwest Laborers, PCA, PICRA, MCA Chicago, MCA EIA WIL, SMACNA,, the Operators, and IBEW locals 16, 34, 146, 193, 309, 538, 601, 649, 702, and 725) indicated an objection to EIL-NECA and NEIL-NECA’s intervention in this matter.¹

¹ Counsel for the Department, Stephanie Barton, clarified at the Pre-Hearing Conference that the Department has no objection to EIL-NECA and NEIL-NECA’s conditional intervention but specifically reserves the right to object to the scope of relief sought by EIL-NECA and NEIL-NECA in this proceeding.

IBEW Local 197's motion in opposition to EIL-NECA and NEIL-NECA's intervention is nothing more than an inappropriate attempt by non-parties (*i.e.* IBEW Locals 117, 150, 176, and 701) and a putative party who did not file a timely petition to intervene (*i.e.* IBEW Local 197) to delay the adjudication of the rights of the original parties and duly granted intervenors in this matter. The ALJ should exercise its discretion and deny IBEW Local 197's motion and grant EIL-NECA and NEIL-NECA's petition to intervene (albeit conditionally).

C. EIL-NECA and NEIL-NECA's Independently Filed Objections Bear no Relevance on the Instant Matter Objection

The issue of the timeliness of EIL-NECA and NEIL-NECA's Objections remain contested in separate matters, State File 2027-H-CC08-2366 (NEIL-NECA) and 2027-H-CC08-2370 (EIL-NECA). The EIL-NECA Objection and NEIL-NECA Objection argue that Section 9 of the PWA was satisfied because written notice was provided within the statutory thirty-day period, the Department retains jurisdiction over the controversies, the Department's procedural rules (56 Ill. Admin. Code §120.130(b)) permit extensions, and good cause supports relief. Because those procedural issues remain pending and unresolved in State File Nos. State File 2027-H-CC08-2366 and 2027-H-CC08-2370, petitioning intervenor IBEW Local 197 is asking this ALJ to assume facts and legal conclusions that have not been adjudicated. Speculation regarding the possible outcome of another pending proceeding is not a basis for an ALJ to deny intervention.

Rather, IBEW Local 197 is bogging down this proceeding with additional, unnecessary procedural challenges. Put simply, the relevant inquiry here is whether EIL-NECA and NEIL-NECA timely filed their respective Petitions to Intervene in this proceeding and possess sufficient interest in the outcome. EIL-NECA and NEIL-NECA satisfy both requirements.

D. EIL-NECA and NEIL-NECA Are Not Seeking to "End Around" a Purported Procedural Defect a la the Manley Order

IBEW Local 197 contends that EIL-NECA and NEIL-NECA failed to timely file their own Objections in State File Nos. 2027-H-CC08-2366 and 2027-H-CC08-2370, respectively, both pending before ALJ John O'Meara, and therefore should not be allowed to cure that alleged defect by intervening here. That argument relies principally on *Cathy and Scott Jones v. Joseph Beyer, Director of the Illinois Department of Labor*, 2018-H-PK07-1914 (Nov. 22, 2017, Chief ALJ Claudia Manley) (the "Manley Order"). But IBEW Local 197's reliance on the Manley Order is misplaced because the facts that justified denying intervention there are not present here.

In the Manley Order, the Midwest Laborers were denied intervention primarily because they repeatedly failed to comply with the procedural rules governing intervention. The Chief ALJ noted that the Midwest Laborers never filed a proper written petition to intervene, despite repeated direction to do so, and multiple opportunities to comply. The Chief ALJ also found that the request appeared designed to avoid the consequences of the Midwest Laborers' failure to file a timely Section 9 objection after the wage schedule was posted.

This case is materially different. EIL-NECA and NEIL-NECA timely filed their respective Petitions to Intervene by the September 2, 2026, deadline set by the Department and identified the legal and factual grounds for intervention under § 120.320(a)(1)(A) and (C). Unlike the Midwest Laborers in the Manley Order, EIL-NECA and NEIL-NECA do not ask the ALJ to overlook a missed intervention deadline, excuse procedural deficiencies, or permit participation without a proper petition.

Nor are EIL-NECA and NEIL-NECA attempting to revive a claim they have abandoned. The Manley Order expressed concern that intervention would allow a party that never filed a timely objection to pursue a stale challenge through another proceeding, creating an improper "end run" around statutory filing requirements. Here, EIL-NECA and NEIL-NECA did pursue their rights.

Both filed their own objection and requests for hearing concerning substantially identical apprentice-rate issues. EILNECA and NEIL-NECA's intervention therefore is not an effort to evade a missed deadline, but a necessary step to protect its interests in a proceeding involving the same statutory questions that may affect EIL-NECA and NEIL-NECA and their respective members.

The facts here instead satisfy the Department's intervention rule. EIL-NECA and NEIL-NECA have shown that they may be adversely affected by a final order in this proceeding and that their claims share common questions of law and fact with the Objectors' challenge—the precise grounds for intervention identified in § 120.320(a)(1). The Manley Order does not hold that a party loses the right to intervene whenever a separate proceeding involving that party faces a procedural challenge. Rather, that decision turned on the proposed intervenor's failure to comply with intervention procedures and its attempt to assert claims it had not timely pursued on its own behalf.

IBEW Local 197's reliance on the Manley Order is also ironic. In EIL-NECA and NEIL-NECA's separate cases, IBEW Locals 117, 150, and 701 filed adoption motions seeking dismissal of those proceedings. If they succeed, the cases in which they claim an interest will be eliminated. Yet rather than protect their interests by timely seeking intervention here, Locals 117, 150, 176, and 701 failed to do so, and Local 197's own petition was untimely. They now invoke the Manley Order to prevent EIL-NECA and NEIL-NECA from participating in the only proceeding that may decide the common apprentice-rate issues affecting all parties. That is not cognizable prejudice under the Manley Order; it is the self-inflicted result of IBEW Local 197's own procedural choices.

Accordingly, the ALJ should reject IBEW Local 197's reliance on the Manley Order and evaluate the EIL-NECA and NEIL-NECA Petitions to Intervene under the governing standards in § 120.320, which both EIL-NECA and NEIL-NECA plainly satisfy.

III. CONCLUSION

IBEW Local 197's position in opposition to EIL-NECA and NEIL-NECA's intervention in this matter is not supported by the Department's rules or prior decisions. The Manley Order IBEW Local 197 relies upon reflects that intervention is evaluated based upon the petitioning intervenor's interest and compliance with the procedural requirements applicable to the proceeding before the ALJ. It does not create a rule barring intervention simply because a party is involved in a separate administrative dispute concerning a different filing. Further and importantly, putative Movants IBEW Locals 117, 150, 176, and 701 have not even petitioned to intervene in this matter, yet somehow seek to prevent intervention of EIL-NECA and NEIL-NECA.

Here, EIL-NECA and NEIL-NECA timely filed their respective Petitions to Intervene, possess a direct and substantial interest in the prevailing wage classifications at issue in this matter, and seek only to participate in a proceeding already properly before the Department. Whether Respondents Director Flanagan and the Department ultimately prevail on a motion directed at EIL-NECA's Objection and/or NEIL-NECA's Objection in a separate proceeding is irrelevant to their status as interested parties in this matter and provides no basis to deny EIL-NECA and NEIL-NECA's intervention.

Accordingly, Eastern Illinois Chapter of the National Electrical Contractors Association and the Northeastern Illinois Chapter of the National Electrical Contractors Association, McWilliams Electric Co., Inc., and Homestead Electrical Construction, LLC respectfully request that the Administrative Law Judge: (1) deny the Petitioning Intervenor IBEW Locals 117, 150, 176, 701, and 197's Motion in Opposition to EIL-NECA's and NEIL-NECA's Petitions to Intervene; (2) grant EIL-NECA and NEIL-NECA leave to intervene as parties in this proceeding; (3) permit EIL-NECA and NEIL-NECA to participate fully in the pre-hearing conference and

hearing, file pleadings and briefs, submit evidence, and examine witnesses; (4) direct that all future notices, orders, filings and communications be served on undersigned counsel for EIL-NECA and NEIL-NECA; and (5) grant such other and further relief as is just and proper under the circumstances.

Dated: September 22, 2026

Respectfully submitted,

Eastern Illinois Chapter and Northeastern Illinois
Chapter of the National Electrical Contractors
Association, McWilliams Electric Co., Inc., and
Homestead Electrical Construction, LLC

By: 
One of Intervenor's Attorneys

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STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601

EXHIBIT

1

exhibitsticker.com

RECEIVED

AUG 17 2026

IDOL - CHICAGO OFFICE

IN THE MATTER OF:)

EASTERN ILLINOIS CHAPTER OF THE)
NATIONAL ELECTRICAL)
CONTRACTORS ASSOCIATION,)

Petitioner,)

- and -)

JANE R. FLANAGAN, Director of the)
Illinois Department of Labor, and the)
ILLINOIS DEPARTMENT OF LABOR,)

Respondents.)

State File No. _____

**WRITTEN OBJECTIONS AND REQUEST FOR HEARING
UNDER SECTIONS 4 AND 9 OF THE ILLINOIS PREVAILING WAGE ACT**

Now comes Eastern Illinois Chapter of the National Electrical Contractors Association and Eastern Illinois Chapter of the National Electrical Contractors Association ("Petitioner" or "Association"), by and through its attorney, Laner Muchin, Ltd., and submits these written objections to the prevailing wage schedules published by the Illinois Department of Labor ("Department" or "IDOL") on or about July 15, 2026. Petitioner requests a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act ("Act"), 820 ILCS 130/4 and 130/9, to require certification and publication of the apprentice rates established by the Inside Agreement between IBEW Local #176 and Eastern Illinois Chapter, NECA, or, in the alternative, to establish separate apprentice classifications in each county covered by the same collective bargaining agreement for the Electrician Trade Title.

COUNT I - OBJECTION
IDOL FAILED TO CERTIFY AND PUBLISH THE APPRENTICE RATES REQUIRED BY
SECTIONS 4 AND 9 OF THE ACT

1. The Association is a multi-employer bargaining association representing contractor members who perform public works construction throughout the geographic jurisdiction covered by its collective bargaining agreement with IBEW Local 176 (“Union”).

2. The Association negotiated an area-wide collective bargaining agreement with the Union, effective June 1, 2026 through May 31, 2027, (“CBA”) which binds the Association’s members contractors to the CBA’s terms. A true and accurate copy of the CBA is attached as Exhibit A.

3. The Association’s member contractors are engaged in construction work and employ workers under the established classification of Electrician on prevailing wage jobsites in Illinois. These workers are covered by the terms of the CBA and the member contractors are contractually obligated to pay their employees who are performing work covered by the CBA the wages and fringe benefits described in the CBA.

4. The CBA covers work performed by workers in the electrical industry in Zone 1 (Will/Grundy Counties); Zone 2 (Kankakee/ LaSalle Counties); and Zone 3 (Bureau/Putnam/ Stark/Henry/Ford/ Iroquois Counties) (“Affected Counties”). These workers are identified by the Trade Title “Electrician” in the prevailing wage and benefit rates posted by the Department in the Affected Counties.

5. The CBA identifies not only journeyman electrician wage and benefit rates, but also includes progressive apprentice electrician wage and fringe benefit rates.

6. On or about July 15, 2026, the Department published annual prevailing wage schedules for the Affected Counties covered by the CBA. Those schedules include rates directly ascertainable from the CBA and the corresponding 2026 wage and fringe benefit rate sheet attached as Exhibit B (“Rate Sheet”) for the Trade Title Electrician.

7. By publishing the CBA-derived Electrician wage and fringe benefit rates on or about July 15, 2026, IDOL necessarily determined that contractor members of the Association, employ at least 30% of workers in the Electrician Trade Title in the Affected Counties, and therefore, in accordance with Sections 4 and 9 of the Act, the CBA contains the prevailing rate of wages and benefits for Trade Title Electrician in the Affected Counties (“Prevailing CBA”).

8. Despite that determination, IDOL failed to certify and publish all of the rates established by the same Prevailing CBA. In particular, while IDOL published journeyman rates, IDOL failed to certify or publish the graduated apprentice electrician wage rates and fringe benefit contributions expressly provided for in the CBA and the Rate Sheet.

9. Apprentice Electricians covered by the CBA participate in a Department of Labor-approved apprenticeship and training program. That program incorporates, and is administered consistent with, the graduated apprentice wage rates and fringe benefit contributions established by the CBA and the wage rate sheet.

10. The rates established pursuant to the CBA and Rate Sheet include the following progressive apprentice wage benchmarks and related fringe contributions effective June 1, 2026:

<u>Base Wage Package</u>		<u>ZONE 1</u> (Will & Grundy Counties)	<u>ZONE 2</u> (Kankakee & LaSalle Counties)	<u>ZONE 3-Counties of</u> Bureau/Putnam/Stark/ Henry/Ford/Iroquois
<u>Apprentice Rates</u>	<u>Savings</u> <u>Deduct</u>			
1st period-45% JW	\$0.68	\$27.45	\$27.27	\$26.75
2nd period-50% JW	\$0.75	\$30.50	\$30.30	\$29.73
3rd period-55% JW	\$0.83	\$33.55	\$33.33	\$32.70
4th period-65% JW	\$0.98	\$39.65	\$39.39	\$38.64
5th period-80% JW	\$1.20	\$48.80	\$48.48	\$47.56
6th period-90% JW	\$1.35	\$54.80	\$54.54	\$53.51
* No Local Pension/SUB/Working Dues until initiated				

11. The Department’s failure to certify and publish the apprentice wage and relevant fringe benefit rates contained in the Prevailing CBA results in the publication of an incomplete and inaccurate prevailing wage determination for Electrician in the Affected Counties. The Department

cannot accept the CBA for purposes of setting the journeyman Electrician rates while disregarding the apprentice Electrician rates expressly contained in that same prevailing CBA.

12. The Petitioner therefore objects to IDOL's July 15, 2026 prevailing wage schedules to the extent they omit the apprentice Electrician rates established by the Prevailing CBA.

13. The Department should amend the applicable prevailing wage schedules to include the relevant CBA's apprentice Electrician wage and fringe benefit rates in the Affected Counties.

COUNT II
REQUEST TO ESTABLISH NEW "ELECTRICIAN APPRENTICE" TRADE TITLE

14. In the alternative, if IDOL contends that apprentice electricians are not presently encompassed within the existing Electrician Trade Title, the Association requests that IDOL establish separate prevailing wage classifications for "Electrician Apprentice" in each Affected County.

15. The appropriate apprentice classifications should track the CBA and Rate Sheet benchmarks, including those detailed in Paragraph 10 above.

16. The CBA provides specific wage and fringe benefit benchmarks for each apprentice progression level. Those benchmarks should be used to establish the prevailing wage rates for the Apprentice Electrician Trade Title.

17. The creation of separate apprentice classifications is consistent with the Department's practice of recognizing distinct classification titles and progression levels where such distinctions are established by a Prevailing CBA.

18. Because the Association and its member contractors satisfy the thirty percent (30%) standard under Section 4, the CBA's apprentice rates should be deemed prevailing for the Electrician Apprentice Trade Title in the Affected Counties.

PRAYER FOR RELIEF & REQUEST FOR HEARING

19. The Association requests that the Department order and convene a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act.

20. At hearing, the Petitioner will present evidence establishing that the CBA is the Prevailing CBA for the Electrician Trade Title in the Affected Counties, that the Association and its member employers satisfy Section 4's thirty percent (30%) standard, and that the CBA contains binding apprentice wage and fringe benefit rates that should be certified and published by IDOL.

WHEREFORE, for the reasons set forth above, the Association respectfully requests that the Department:

- A. Accept these written objections as timely filed under Sections 4 and 9 of the Illinois Prevailing Wage Act;
- B. Grant the Petitioner's request for hearing;
- C. Determine that the CBA is the applicable prevailing collective bargaining agreement for the Electrician Trade Title in the Affected Counties;
- D. Determine that the apprentice Electrician wage rates and fringe benefit contributions established by the CBA are prevailing rates under Section 4 of the Act;
- E. Amend the July 15, 2026 prevailing wage schedules to include the apprentice electrician wage and fringe benefit rates established by the CBA in the Affected Counties; and/or
- F. Alternatively, establish and publish a separate "Electrician Apprentice" Trade Title using the graduated wage and fringe benefit structure set forth in the CBA and Rate Sheet; and
- G. Grant such other and further relief as the Department deems just and proper.

Dated: August 14, 2026

Respectfully submitted,
Eastern Illinois Chapter of the National Electrical
Contractors Association

By:

A handwritten signature in black ink that reads "Christina K. Wernick". The signature is written in a cursive style with a vertical line to the left of the text.

One of Its Attorneys
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that she caused the foregoing Written Objections and Request for Hearing Under Sections 4 and 9 of the Illinois Prevailing Wage Act to be hand delivered on this 17th day of August 2026, and which were previously delivered via U.S. and electronic mail on August 14th, upon the following:

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
Chicago, Illinois 60601
Jane.Flanagan@illinois.gov

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IDOL Prevailing Wage Act
Conciliation & Mediation
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—


Christina K. Wernick

EXHIBIT A

INSIDE AGREEMENT

between

I.B.E.W. LOCAL #176

and

EASTERN ILLINOIS CHAPTER, NECA

June 1, 2026-May 31, 2027

INSIDE AGREEMENT

Agreement by and between the Eastern Illinois Chapter of the National Electrical Contractors Association (NECA) and Local Union No. 176, 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 Eastern Illinois Chapter of NECA and the term "Union" shall mean Local Union No. 176, IBEW.

The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

BASIC PRINCIPLES

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

ARTICLE I **STANDARD CIR** **EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTE**

EFFECTIVE DATE:

Section 1.01 This Agreement shall take effect June 1, 2026, and shall remain in effect until May 31, 2027, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1st through May 31st of each year, unless changed or terminated in the way later provided herein

CHANGES:

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.

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 I.B.E.W. for approval, the same as this Agreement.

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.

GRIEVANCES/DISPUTES:

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 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 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.

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

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall

not be changed or abrogated until agreement has been reached or a ruling has been made.

Section 1 10 Grievance Time Limit - Grievance referred to in Section 1.06, must be filed (reduced to writing) within thirty (30) days of the alleged occurrence. This provision may be waived by mutual consent of the parties when there are extenuating circumstances.

ARTICLE II

EMPLOYER RIGHTS/UNION RIGHTS

Section 2 01 The term "Employer" as used herein shall mean a person, firm or corporation having certain qualifications, knowledge, experience and financial responsibility required of everyone desiring to be an Employer in the Electrical Industry that recognizes the provisions of this Agreement and agrees to fulfill the following requirements:

(a) A contractor, officer or person to whom a contracting license is issued shall be allowed to work with the tools provided that one (1) journeyman has been referred to their shop. After five (5) employees are referred to the shop, such contractor shall not work with the tools.

(b) Maintain a permanent place of business with a business telephone.

(c) Maintain an adequate financial status to meet all financial obligations of Employer under this Agreement.

(d) Maintain coverage for all employees under Social Security and other protective insurance as may be required by Federal or State Law.

(e) Furnish competent and adequate supervision of the work to be performed. Furnish proper tools and equipment for all work performed.

(f) Furnish to the parties each week a copy of the firm's payroll paid to employees covered by this Agreement. This report shall be on forms furnished by the parties and shall show the name of each employee, their classification, hourly wage rate, straight time and overtime hours, and gross wages. Upon request, the contractor will be required to verify this information with the employee's quarterly Tax Return (Form 941). Violation of this Section shall result in 72 hours notification of termination of this Agreement.

(g) Forward all certified pay records on prevailing wage jobs to local union on a quarterly basis

(h) Immediately complies with any decision which may result from the proper application of the dispute procedure provided for in Article I of this Agreement.

(i) Furnish First Aid and visits to Doctor and/or Hospital without loss of time. Employees injured on the job and working shall be allowed to visit the Doctor as required on Company time, without loss of time

(j) An employee of a closely held corporation who is a spouse or other close relative of

a majority shareholder of the Employer, and who enjoys special privileges or status and/or who exercises control over the company may be deemed to be an 'owner in fact' of the company.

On behalf of any such 'owner in fact', the Employer shall pay contributions to the Fringe Benefit Funds, pursuant to the Section 6.07 (a) & (b) of this Agreement, on the basis of the gross wages of a Journeyman Wireman for the hours actually worked by such individual, but at a minimum, contributions to the Health & Welfare Fund, pursuant to Section 6.04, shall be made as though such individuals worked not less than thirty-seven (37) hours per week for fifty (50) weeks, not less than 1850 hours per year.

Any determination as to an individual's status as 'owner-in-fact' shall be made by the Labor-Management Committee based on consideration of the individual's 'special status' and/or the extent and nature of the individual's control over the company and shall be conclusive upon the parties. Should the committee fail to agree, the matter shall be referred to the Council on Industrial Relations, pursuant to Section 1.08 of this Agreement.

MANAGEMENT RIGHTS:

Section 2.02 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 their 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

WORKERS COMPENSATION INSURANCE:

Section 2.03 For all employees covered by this Agreement, the Employer shall:

(a) Maintain coverage for all employees under Workers Compensation Insurance with a company authorized to do business in the State of Illinois.

(b) Make contributions to the Illinois Unemployment Compensation Commission for all employees.

SURETY BOND:

Section 2.04 (a) Each Employer shall furnish a surety bond to secure payment of wages and fringe benefits set forth in the collective bargaining agreement between the parties. The bond shall provide that it may not be terminated without thirty (30) days prior written notice to the Employer and the Local Union. The bond shall be adjusted each ninety (90) days (3 months) during the calendar year, if necessary, to meet the scheduled requirements as follows:

(1) \$20,000 for each employee

- (2) In the event an Employer is delinquent in payments required of this Agreement, the parties will require such Employer to furnish bond in the amount of two (2) weeks' wages and two (2) months benefits for each employee.

(b) The parties to this Agreement have agreed to administer and fund a self-bonding program which can be used by Employers as defined in this Agreement to comply with the bonding requirements set forth in Section 2.04 (a) above. This bonding program will be funded out of contributions to the Labor-Management Cooperative Committee and premiums as determined by the same. The decision of how much of the Employer's LMCC contribution will be set aside for this purpose, will be determined by the LMCC.

UNION RECOGNITION:

Section 2.05 (a) The Employers agree to recognize the Union as the exclusive bargaining representative for all employees in the different employee and work classifications set forth in Section 3.05 (a) of this Agreement for the purpose of collective bargaining with respect to wages, rates of pay, hours of work and other conditions of employment.

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

UNION SECURITY:

Section 2.06 All employees in the bargaining unit who are members of the Union on the effective date of this Agreement or on the date of its execution, whichever is the later, must, as a condition of employment, maintain their membership in the Union for the life of this Agreement.

Any employee who is not a member of the Union as above provided and any employee who is hired on or after the effective date of this Agreement or the date of its execution, may, if the Union so determines, be required to join the Union on or after thirty-one (31) days following the effective date of this Agreement or the date of its execution or following the date of their employment, whichever is the later, such employees who become members of the Union must, as a condition of their employment, maintain their membership in the Union for the life of this Agreement.

UNION DUES DEDUCTION:

Section 2.07 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 I.B.E.W. 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. **30 days written notice from the Union to the Eastern Illinois Chapter of NECA office is required before any dues rate change becomes effective.**

Section 2.08 No member of the I.B.E.W., while they remain a member of the I.B.E.W. and subject to employment by Employers operating under this Agreement, shall themselves become a contractor for the performance of any electrical work.

Section 2.09 Employees shall install all electrical work in a safe and workmanlike manner and in accordance with the applicable code and contract specifications.

A journeyman employee shall, on their own time and during regular working hours, on demand of the Employer made to employee within ten (10) days from the date the work was performed, be required to make corrections on improper workmanship for which they are responsible, unless such workmanship was performed on orders of the immediate supervisor.

The Employer shall notify the Union of employees who fail to adjust improper workmanship and the Union assumes no responsibility for enforcement of this provision insofar as its members are involved.

Section 2.10 No employees covered in the bargaining unit covered by this Agreement shall leave any job uncompleted to which the employee has been assigned by the Employer without first notifying the Employer or their designated representative.

Any employee who leaves work, for which they are responsible in such conditions as to jeopardize the life, limb or property of other employees, or the general public, or the Employer, shall be subject to disciplinary action by the Employer, which may include discharge.

Severance Slips. An Employer has the right to discharge an employee for the following reasons: (1) Absenteeism, (2) Reporting late regularly, (3) Inefficiency, (4) Insubordination, (5) Dishonesty, (6) Intoxication, (7) other. An explanation of the reasons for such discharge shall be noted on the severance slip furnished to said employee. Said severance slips shall be furnished by the Local Union and signed by the foreman or immediate supervisor and initialed by the Steward and Employer, or Employer's representative where practical. Copies of said slips shall be furnished to Local Union 176, I.B.E.W. and Eastern Illinois Chapter, NECA

APPOINTMENT OF STEWARDS:

Section 2.11 (a) The Business Manager of the Union shall have the right to appoint a journeyman member of the Union as a Steward at any shop and on all jobs where employees are employed under the terms of this Agreement. Such stewards shall see that the terms and provisions of this Agreement are being observed at all times. They shall be allowed sufficient time by the Employer to attend to their duties as such and under no circumstances shall they be discriminated against for the faithful performance of their duties as Steward. The Business Manager shall be notified before the dismissal of any Steward.

(b) The Steward shall be present while work is performed on the job at all times, except that if the Steward is not selected to work overtime, a temporary steward may be selected by the Union. The Steward shall be notified of any overtime work four (4) hours in advance. The Steward shall see that it is equally and impartially allotted insofar as is practical. The Steward's job shall be to make periodic inspection of the tools, equipment and

location to see that all precautions are taken. All accidents shall be reported immediately.

UNION JOB ACCESS:

Section 2.12 Representatives of the Union shall be allowed access to any shop or job at any reasonable time where employees are employed under the terms of this Agreement.

PICKET LANGUAGE:

Section 2.13 (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so. However, no removal shall take place until notice is first given to the Employer involved.

(b) When such removal takes place, the Union or its representatives shall direct the members on such job to carefully put away all tools, materials, equipment, or any other property of the Employer in a safe manner or return them to the shop of the Employer if so directed by Employer. 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 this by the Employer

TOOL LIST:

Section 2.14 (a) Journeyman Wireman employees shall provide themselves with and keep in first class condition, a kit of tools consisting of:

Electrician's knife	6' folding wood rule
8" side cutting pliers	2-8" pump pliers grooved type
Claw hammer	1 ½" wood chisel
Approved voltage tester	Hack saw frame
Diagonal cutting pliers	Long nose pliers
2-Screwdrivers	Phillips screwdriver
Pouch	Torpedo level
Small termination crimper	

(b) Apprentice wireman employees, upon being indentured, shall be furnished by the Joint Apprenticeship & Training Committee, the following tools; however, when permitted to work alone as provided in Section 5.07 thereof, they shall provide themselves with a kit of tools as set forth in sub-paragraph (a) above

Electrician's knife
6' folding wood rule
6" screw driver
Side cutting pliers
2 grooved joint pump pliers

(c) The Employer shall furnish suitable gang boxes and locks for employee's tools

Section 2.15 (a) The Employer shall furnish all other tools and equipment. Employees will be held responsible for the tools and equipment issued to them providing the Employer furnished the necessary locker, tool boxes and other safe places for storage.

(b) The Employer shall maintain all tools, equipment and vehicles owned or leased by the firm (Firm's name shall be on all vehicles and a two inch lettering minimum shall be required to identify all vehicles), and to be used by or for employees, in a manner as will insure the safety of the employees. The Employer shall insure company vehicles used by employees at all times. All jobs shall be equipped with proper First Aid Kits or qualified medical care on the job site.

Section 2.16 In order to effectuate the provisions of Section 2.09 thereof, the Employers will purchase all materials which meet the requirements of local inspection bureaus and/or bear the stamp of approval of the National Electrical Code for installation on all jobs by the employees employed under the terms of this Agreement.

Section 2.17 It is hereby understood and agreed that it is the policy of the members of the Union to promote, by all legal means, use of material and equipment manufactured, processed or repaired under economically sound wages, hours and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

FAVORED NATIONS:

Section 2.18 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

ANNULMENT/SUBCONTRACTING:

Section 2.19 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 their 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 their 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

ARTICLE III

HOURS/WAGES/WORKING CONDITIONS

HOURS:

Section 3.01 (a) Eight (8) hours work between 8:00 a.m. and 4:30 p.m. with thirty (30) minutes intermission for lunch time between 12:00 p.m. and 12:30 p.m., designated as lunchtime shall constitute a regular work day. If work is called to be performed at lunch time, this time shall be overtime wage rate and sufficient time off for lunch on Employer's time will be provided. Five (5) consecutive work days, Monday through Friday, shall constitute a regular work week except when a designated holiday intervenes, the work week shall consist of four (4) days. Hourly wage rates for the foregoing shall be those set forth in Section 3.05 (a).

(b) The Employer, at their discretion, may vary the starting time on any job from 7:00 a.m. to 8:00 a.m. with the standard meal period to be 12:00 p.m. to 12:30 p.m. They must use one-half hour increments with the understanding that all employees start at the same time. Regular hours for other shifts, if any, shall vary accordingly. Once a shift has been changed, it cannot be changed for thirty (30) days without mutual consent. By mutual consent between the Union and the Employer, the starting time may be varied by two (2) hours.

OVERTIME/HOLIDAYS:

Section 3.02 The following rules shall govern for all time worked outside of the regular work day and regular work week provided for in Section 3.01 hereof:

(a) All work performed outside the regular hours Monday through Friday, and all work on Saturday shall be paid at one and one-half (1 ½) times the normal wage rate. All time worked on Sunday and Holidays shall be paid at double time.

(b) Meal period during unscheduled overtime: When employees are required to work overtime and the job would normally require two and one-half hours or longer beyond 4:30 p.m., they will be given a thirty (30) minute lunch period with pay between the hours of 6:00 p.m. and 6:30 p.m. Likewise should the job require five (5) hours or more after the first lunch period, they will be given an additional thirty (30) minute lunch period with pay between the hours of 10:30 p.m. and 11:00 p.m. The Employer will furnish coffee and sandwiches at the Employer's time and expense on unscheduled overtime. Employees who work through their lunch period shall be paid an additional one-half hour of work at the applicable rate, plus a ten dollar (\$10.00) meal allowance.

(c) All work performed on Sundays and the following designated holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day or days celebrated as such, shall be paid for at double the wage rates shown in Section 3.05 (a) hereof. If a holiday falls on a Saturday it will be celebrated on Friday if so designated and all other crafts have a scheduled holiday; in any event, Christmas Day and New Year's Day will be celebrated on Friday if they fall on Saturday, whether or not such day has been designated. If a holiday falls on Sunday, it shall be celebrated on Monday. Any employee who takes off Veteran's Day will not be discriminated against for taking the day off work.

(d) Overtime work shall be divided equally and as impartially as is possible among the employees on any given job. The Union shall be notified of all overtime work, any overtime worked without such prior notification shall be considered a violation of this Agreement and subject to 72 hours notice of termination.

(e) In no case shall employees not assigned to a job during regular working hours be placed on such job during overtime hours, unless all employees so assigned have first been given preference for such overtime work.

(f) Minimum call out time to be two (2) hours at the applicable rate of pay.

(g) Wage rate to be paid to all employees for all storms, disaster work and all work of an emergency or continuous nature, such as immediate repairs of electrical breakdown, etc. endangering life, limb or property shall be as follows:

When employees are ordered to report during a regular work day, during regular work hours they shall be paid regular wages for the time remaining of the regular work day. When employees work past the regular hours (i.e.) 4.30 p.m., they shall receive the overtime wage rate for all work thereafter. If employees work through into the next regular work day, they shall continue at the overtime wage rate. When employees start work between the hours of 4.30 p.m. and 8.00 a.m., during the regular work week or on any Saturday, Sunday or holiday or days celebrated as such, they shall start at the overtime wage rate and continue at the overtime wage rate thereafter. A six (6) hour rest period shall not be deemed cause for any change in wage rates. All wage rates shall be based on rates established in Article III, Section 3.05 (a). Employer to pay for all lodging and expenses.

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

PAYDAY:

Section 3.04 Wages shall be paid in cash and not later than the regular quitting time on Friday of each week. No Employer shall hold back more than three (3) days wages after the end of the work week. If a Holiday falls within the three day hold back period, payday may be deferred by one day. In any event payday cannot be held over a weekend. If a payday falls on a legal holiday or day celebrated as such, payday may be the next business day. In the event that payday is on Friday and a holiday falls on Friday, payday shall be Thursday. When the Employer has a history of favorable credit rating, payment may be made by check. The employee may have the option of "pay by mail" or electronic transfer if available.

If an employee has elected to be paid by electronic transfer (direct deposit) and is then seeking to be paid in cash, or by check, the employee must give the employer 48 hours written notice prior to the end of their work week.

CLASSIFICATIONS/WAGES:

Section 3.05 (a) Classification of employees in the bargaining unit covered by this Agreement and schedule of minimum rates applicable thereto shall be:

EFFECTIVE 6/1/2026 to 5/31/2027

	<u>ZONE I</u>	<u>ZONE II</u>	<u>ZONE III</u>
	(Will & Grundy)	(Kankakee LaSalle)	All Others
Journeyman Wireman	\$61.00	\$60.60	\$59.45
Foreman – 9% above journeyman	\$66.49	\$66.05	\$64.80
General Foreman – 16% above journeyman	\$70.76	\$70.30	\$68.96
Area Gen. Foreman – 21% above journeyman	\$73.81	\$73.33	\$71.93

APPRENTICE RATES

APPRENTICE WIREMAN – SIX (6) PERIODS

1ST PERIOD	<u>45</u> % OF JOURNEYMAN WIREMAN RATE
2ND PERIOD	<u>50</u> % OF JOURNEYMAN WIREMAN RATE
3RD PERIOD	<u>55</u> % OF JOURNEYMAN WIREMAN RATE
4TH PERIOD	<u>65</u> % OF JOURNEYMAN WIREMAN RATE
5TH PERIOD	<u>80</u> % OF JOURNEYMAN WIREMAN RATE
6TH PERIOD	<u>90</u> % OF JOURNEYMAN WIREMAN RATE

No Local 176 Pension/SUB until initiated

Zone I – Will & Grundy Counties

Zone II – LaSalle & Kankakee Counties

Zone III – Bureau, Ford, Putnam, Henry, Stark and Iroquois Counties

It is understood that the above Hourly Economic Package Increases shall include the NEBF Contributions as defined in Article IV, Section 6.01 hereof.

Union agrees to inform the Eastern Illinois Chapter of NECA Manager, of the allocation of the yearly wage increase in writing by May 15th of each contract year.

FRINGES:

<u>Section 3.05 (b)</u>	<u>ZONE I</u>	<u>ZONE II</u>	<u>ZONE III</u>
National Pension (NEBF)	3%	3%	3%
Health & Welfare	\$18.98	\$ 18.98	\$ 18.98
Decatur Pension	\$ 7.60	\$ 7.60	\$ 7.60
Local Pension	\$13.90	\$ 13.90	\$ 13.90
Sub Fund	\$ 5.50	\$ 5.50	\$ 5.50

TRAVEL TIME:

Section 3.06 The Employer shall pay for traveling time and furnish transportation from shop to job; job to job; and job to shop within the jurisdiction of the Union. On work outside of the jurisdiction of the Union the Employer shall furnish transportation, board and all other necessary expenses

JOBSITE CONDITIONS:

Section 3.07 (a) Maintain employees' heated quarters for change house and eating purposes; quarters will be heated to 68 degrees Fahrenheit or above during winter months. Ice water will be furnished.

(b) During winter months, the Employer agrees to have sanitary facilities with strip heaters or blower heaters.

RATIO OF FOREMEN TO JOURNEYMEN:

Section 3.08 In order for the Employers to have sufficient supervision on all types of projects, the following will prevail:

(a) On any job requiring three (3) or more journeymen, one (1) shall be designated as foreman by the Employer.

(b) One (1) foreman may supervise up to ten (10) employees.

(c) When two (2) or more foremen are required, the Employer shall appoint a General Foreman. Such General Foreman may have a crew of up to six (6) employees.

(d) All Foremen may work with the tools until they have seven (7) employees in their crew. After seven men are in a crew (up to 10 employees), that foreman may be allowed to deliver tools and materials and assist in the work when necessary.

(e) General Foremen shall not work with the tools

(f) No General Foreman shall have more than four (4) foreman under their charge.

(g) On jobs having a foreman, employees are not to take directions or orders or accept the layout of any work from anyone except the foreman to whom they are responsible.

(h) In no case shall a General Foreman or foreman assigned to one job perform work with the tools on another job.

(i) When four (4) General Foreman are assigned to one project, there shall be one (1) Area General Foreman. No Area General Foreman shall have more than four (4) General Foremen under their charge.

SHOW-UP PAY:

Section 3.09 (a) The Employer understands their obligation to provide work when there are no adverse weather conditions, no lack of materials and when work is otherwise available from the customer except on designated holidays as stated in Section 3.02 (c). When employees are ordered to report to a job by the Employer and do not start work due to weather conditions, lack of materials or other causes beyond their control, they shall receive two (2)

hours wages for so reporting unless notified not to so report by the Employer two (2) hours before starting time. When employees start work and are sent home for reasons beyond their control, they shall receive four (4) hours wages. If employees continue work in the fifth (5th) hour of the normal working hours and are sent home within two (2) hours, they shall receive six (6) hours wages. If employees continue work after six (6) hours and are sent home, they shall receive eight (8) hours wages

(b) Any employee reporting for work and being terminated, except for cause, shall receive not less than two (2) hours wages in order to gather their tools and other personal belongings and shall be paid all wages due to them immediately. In the event they are not paid off, waiting time at their regular hourly rate shall be paid but not to exceed eight (8) hours time in any twenty-four (24) hour period, until they are paid all wages due. The two (2) hours referred to above may be used as traveling time to sign the referral book; the provisions of this section apply to layoffs only, and shall not apply to those who have worked forty (40) hours or less.

SHIFT WORK:

Section 3.10 When so elected by the contractor, multiple shifts of eight (8) hours for at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 a.m. and 4:30 p.m. Workers on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight (8) consecutive hours worked between the hours of 4:30 p.m. and 1:00 a.m. Workers on the "swing shift" shall be paid at the regular hourly rate plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 a.m. and 9:00 a.m. Workers on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 a.m. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this Agreement.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any 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 rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

Section 3.11 The Employers recognize that the work covered by this Agreement and to be performed by the employees in the bargaining unit provided for in Section 2.05 (a) hereof, shall include the following:

(a) All pipe threading and nipple cutting shall be done on the job except when manufactured (factory) nipples in lengths of six (6) inches or less are furnished

(b) All cutting, drilling and channeling of masonry, wood, concrete or metal necessary to completing electrical work, including the bending, drilling and shaping of all copper, angle iron, hangers and brackets.

(c) The performance of all bakeout of all electrical equipment, motors and the filtering of all insulating or transil oil.

(d) Connecting and maintenance of terrazzo floor surfacing machines and wood floor surfacing machines. Proper ground connections must be attached to all such surfacing machines.

Section 3.12 The Employers recognize that the work covered by this Agreement and to be performed by the employees in the bargaining unit provided for in Section 2.05 (a) hereof, shall include the following:

(a) The Employer recognizes the I.B.E.W. as having jurisdiction over the installation, operation, maintenance and repair of all electrical wiring and electrical equipment used in the construction, alteration, and repair of buildings, structures, bridges, street and highway work, tunnels, subways, shafts, dams, river and harbor work, airports, mines, all electrical raceways for electrical wires and cables, and such other work as by custom has been performed by members of the I.B.E.W. when determined to be within the Inside branch in accordance with Section 2.05 (b) above.

The construction, installation, maintenance, renovation and repair of all photovoltaic systems including construction and mounting of solar panel arrays and modules by ground, roof, pole or building integrated mounting used to support solar panels and modules of electrical generating equipment, including all components, inverters, batteries for grid storage, system chargers, combiner boxes, racking systems installation supporting the solar array or modules, cabling, tracking and shading systems monitoring and metering and the racking and stacking of solar/PV panels and modules, energy storage systems and micro grids.

All erection, installation, maintenance, connection and monitoring of generators, wind turbines, all power generating green technology, fuel cells, battery storage systems, electric vehicle charging infrastructure, and hydro generation.

Operation of all tools and equipment used with building information modeling systems or other similar type systems used on the jobsite needed to plan, layout, and install electrical raceways, lighting, and other electrical systems and devices covered under the terms of this

agreement. Tools and equipment used with building information modeling systems shall include trimbles, drones, laser layout tools, and other similar devices. It is understood that a contractor's employee who is not covered under this CBA may be occasionally required on a jobsite to provide training to collectively bargained employees on tools and equipment used with building information modeling systems such as trimbles, drones, laser layout tools, and other similar devices in order to familiarize the collectively bargained employees with proper operation of such tools.

The construction, installation, maintenance, renovation, repair or removal of traffic signals or systems, whether overhead, underground, or on bridges. This work shall include, but not be limited to, all systems and components to control, monitor and communicate with pedestrian or vehicular traffic and automated self-driving vehicle systems

All chasing, channeling, opening and closing of places for electrical work to be installed. The handling, rigging, and moving of all electrical materials, motors, switchgear, apparatus, etc. at the job site (excluding the delivery from off the site to the ground level delivery area at the site and the movement of heavy machinery/equipment).

Installation of all brackets, supports, and other mechanical components necessary for the installation of any electrical device, raceway, or other similar components.

Such work as welding, burning, brazing, bending, drilling and shaping of all copper, aluminum, channel iron, angle iron, I-beams and brackets to be used in connection with the installation and erection of electrical wiring, electrical bus bar and duct, raceways, equipment, devices, racking systems or other similar components.

High and medium voltage cable splicing and terminations, breaker testing, commission and decommission of electrical control systems. In the interest of safety for those working under this agreement, covered work shall also include hole watch and fire watch.

(b) All electrical work as defined in Section (a) and all equipment, tools, supports, materials and temporary light and power work used to accomplish such electrical work shall be performed by workers covered by this Agreement.

(c) On any job where there is a vehicle such as a pickup, panel truck, etc., and these vehicles are used for transportation of men and/or materials on the job site, and the vehicles remain on the job site in the performance of electrical work, these vehicles shall be operated by workers covered by this Agreement.

Section 3.13 Fabrication of all raceways, wire ways and other electrical materials except standard catalog items shall be fabricated and assembled by IBEW members with wages and benefits specifically provided for in the current Inside Collective Bargaining Agreement and all materials shall be fabricated within the geographical jurisdiction of IBEW 176. Standard catalog items do not include items made to the special specifications of the Employer or customer.

COPE DEDUCTION:

Section 3.14 The Employer agrees to deduct and transmit to the I.B.E.W. Local #176 Political Action Fund **one tenth of one percent (0.1%) of total gross wages earned** of each employee who voluntarily authorizes such contributions on the forms provided for that purpose. These transmittals shall occur on or before the fifteenth (15th) day of the month following the month for which they are due and shall be accompanied by a list of the names and Social Security numbers of those employees for whom such deductions have been made, and the amount deducted for each such employee.

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 the sole and 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 selection 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 they qualify.

JOURNEYMAN WIREMAN/JOURNEYMAN TECHNICIAN

GROUP I

All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W., or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, and, who have been employed in the trade for a period of at least one year in the last four 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 registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as their Group I local

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

GROUP II

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

GROUP III

All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six months in the last three 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.

Section 4.06 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 4.07 The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

Section 4.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

All of Will and Grundy Counties, Mendota, Menden, Earl, Adams, Troy Grove, Ophir, Northville, Freedom, Serena, Mission, Dimmick, Waltham, Wallace, Dayton, Rutland, Miller, Manlius, Peru, LaSalle, Utica, Ottawa, South Ottawa, Eden, Vermillion, Deer Park and Farm Ridge Townships in LaSalle County; all of Bureau County; Granville, Senachwine and Hennepin Townships in Putnam County, Elmira, Osceola, Goshen, Toulon and Penn Townships in Stark County; Annawan, Cambridge, Burns, Kewanee, Weller, Galva and Wethersfield Townships in Henry County; all of Kankakee County; Rogers, Mona, Pella and Brenton Townships in Ford County, Milks Grove, Chebanse, Papineau, Ashkum, Martinton, Beaver, Danforth, Beaverville, Iroquois, Douglas, Middleport, Concord, Ridgeland, Onarga, Crescent, Belmont, Sheldon, Milford, Ash Grove and Stockland Townships in Iroquois County,

in the State of Illinois.

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

Section 4.09 "Resident" means a person who has maintained their 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 their permanent home.

Section 4.10 "Examination" - An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety days. An applicant shall be eligible for examination if they have four years' experience in the trade

Section 4.11 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.

RE-REGISTRATION:

Section 4.12 An applicant who has registered on the "Out of Work list", must renew their application every thirty days or their name will be removed from the "List"

Section 4.13 An applicant who is hired and who receives, through no fault of their own, work of forty hours or less shall, upon re-registration, be restored to their appropriate place within their Group.

Section 4.14 (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 their appropriate place within their Group and shall be referred to other employment in accordance with the position of their Group and their place within their Group.

REPEATED DISCHARGE:

Section 4.14 (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 their 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 their appropriate place on the referral list.

Section 4.15 The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in their 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 over age reference can be made.

Section 4.16 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 4.17 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Sections 4.04 through 4.15 of this Agreement. The Appeals committee shall have the power to make a final and binding decision of 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 4.18 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

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

REVERSE LAYOFF:

Section 4.21 When making reductions in the number of employees due to lack of work, Employers shall use the following procedure:

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

(b) Subsection (a) above will not apply as long as the special skills requirement as provided for in Section 4.15 (a) is required.

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

NON-RESIDENT EMPLOYEES:

Section 4.22 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.

AGE-RATIO:

Section 4.23 On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

FOREMAN CALL-OUT BY NAME:

Section 4.24 A Foreman/General Foreman may be called for by name by an Employer, outside the normal referral system. However, such supervisor must remain at a supervisory position and rate of pay for six (6) months or as long as they are still employed, whichever is shorter. It is understood that a Foreman called-out by name must supervise at least one other journeyman. If a job is three (3) months or more, the Foreman-by-Call may work alone the first two weeks and the last two weeks of the three month or more job, however, it must be the same Foreman-by-Call at the beginning and at the end of every job in which that is done.

ARTICLE V **STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE**

Section 5.01 There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards

and industry policies to ensure that each apprentice has satisfactorily completed the etA required hours and course of study. All apprenticeship standards shall be registered with the etA before being submitted to the appropriate registration agency.

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

Section 5.02 All JATC member appointments, reappointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3) year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

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

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

Section 5.03 Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article One of this Agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 5.04 There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunications apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this Agreement.

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

Section 5.05 The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualifications, duties and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the etA. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 5.06 To help ensure diversity of training, provide reasonable continuous employment opportunities and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one Employer to another. The Employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the Employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 5.07 All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

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

Section 5.08 The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the jobsite ratio as per Section 5.12.

Section 5.09 Though the JATC cannot guarantee any number of apprentices; if a qualified Employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 5.10 To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualifications for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage-and-hour (prevailing wage) job sites.

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

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

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

Section 5.11 The Employer shall contribute to the local health & welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this Agreement.

Section 5.12 Each job site shall be allowed a ratio of _____apprentice(s) for every ____
Journeyman Wiremen (man)

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
etc	etc

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

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

Section 5.13 An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in-sight-of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the Employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices who have satisfactorily completed the first four years of related classroom training using the etA curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman. An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 5.14 Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the etA. The JATC shall encourage each graduating apprentice to apply for college credit through the etA. The JATC may also require each apprentice to acquire any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 5.15 The parties to this Agreement shall be bound by the Local Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA and other applicable regulations.

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

Section 5.16 (a) All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: **one dollar and twenty-five cents (\$1.25)** per hour for each hour worked. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

(b) The Union may allocate up to ten cents \$.10 of the total wage package to the Local Apprenticeship Trust Agreement during the terms of this contract. All Employers subject to the terms of this Agreement shall contribute the equivalent of the Union's allocation for each year (Employer Match). The total amount of these new joint contributions shall be placed in a special "Building Fund Account" administered by the JATC. Any approved employee allocations and Employer matches related to this section shall expire on the expiration of this Agreement on May 31, 2027.

Section 5.17 Journeyman Training All members of Local 176, IBEW, should complete eight (8) hours of industry-related classroom training per contract term, sponsored or approved by the Joint Apprenticeship & Training Committee. These classes should be in addition to a course on the National Electric Code which should be completed at least once every three (3) years.

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 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 their Agreement terminated upon seventy-two (72) hours' notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

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

NECA-IBEW LOCAL #176 PENSION TRUST FUND:

Section 6.02 The parties mutually agree to the establishment of the NECA-IBEW Local #176 Pension Trust Fund pursuant to the terms and Agreement and Declaration of Trust in accordance with the provisions of the Taft-Hartley Act. Each Employer shall contribute the sum of **thirteen dollars and ninety cents (\$13.90)** per hour to such pension fund, for each hour worked starting June 1, 2026. Payment shall be made in accord with the provisions of Section 6.07 and in the manner so prescribed. Such payments shall commence for the first payroll period after June 1, 2026, and shall be made monthly thereafter on forms provided, such contributions by participating Employers to the Trust Fund shall be on or before the fifteenth (15th) day of the month following the month for which they are due, listing all employees alphabetically with correct Social Security numbers, to the office of said NECA-IBEW Local #176 Pension Trust Fund. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid the NECA-IBEW Local #176 Pension Trust Fund

NECA-IBEW PENSION TRUST FUND (DECATUR):

Section 6.03 Employer agrees to be bound by the Agreement and Declaration of Trust entered into as of June 1, 1972, establishing the NECA-IBEW Pension Trust Fund (Decatur) and by any amendments to said Trust Agreement.

Employer irrevocably designates as their representative among the trustees of said fund, such trustees as are named in said Agreement and Declaration of Trust as Employer trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as the document may be amended from time to time

Employers working in all Zones shall pay monthly into the NECA-IBEW Pension Trust Fund (Decatur) **seven dollars and sixty cents (\$7.60)** per hour for each hour worked in the preceding month, by all employees covered by said Agreement starting June 1, 2026. Said payments shall be made on the dates, in the manner and form and in accordance with the rules and regulations, as adopted by the Trustees of said fund. Payment shall be made in accord with provisions of Section 6.07.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid to the NECA-IBEW Pension Trust Fund (Decatur).

HEALTH AND WELFARE:

Section 6.04 The parties mutually agree to the establishment of the NECA-IBEW Local #176

Health & Welfare Fund pursuant to the terms and Agreement and Declaration of Trust in accordance with the provisions of the Taft-Hartley Act. Each Employer shall contribute the sum of **eighteen dollars and ninety-eight cents (\$18.98)** per hour to such welfare fund, for each hour worked (of which \$1.60 is allotted to the HRA in all zones) effective June 1, 2026. Payment shall be made in accord with the provisions of Section 6.07 and in the manner so prescribed. Such payments shall commence for the first payroll period after June 1, 2026, and shall be made monthly thereafter on forms provided; such contributions by participating Employers to the Trust Fund shall be on or before the fifteenth (15th) day of the month following the month for which they are due, listing all employees alphabetically, with correct Social Security numbers, to the office of said NECA-IBEW Local #176 Health & Welfare Fund.

Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid the NECA-IBEW Local #176 Health & Welfare Fund.

SAVINGS PLAN:

Section 6.05 All Employers signatory to this Agreement shall deduct the amount of \$1.50 per hour from each Journeyman for the purpose of a savings plan and shall pay this amount monthly to the I.B.E.W. Local 176 Savings Fund for the purpose of providing a savings plan pursuant to the terms and conditions of the Agreement and Declaration of Trust establishing the I.B.E.W. Local 176 Savings Fund. These payments shall be reported monthly in accordance with Section 6.07. Savings deductions for Apprentices shall be as follows:

DEDUCTIONS FOR APPRENTICES

1 st period (up to 1000 hrs.)	45% - jrnymn.	\$0.68
2 nd period (after 1000 hrs.)	50% - jrnymn.	\$0.75
3 rd period (after 2000 hrs.)	55% - jrnymn.	\$0.83
4 th period (after 3500 hrs.)	65% - jrnymn.	\$0.98
5 th period (after 5000 hrs.)	80% - jrnymn.	\$1.20
6 th period (after 6500 hrs.)	90% - jrnymn.	\$1.35

SUPPLEMENTAL UNEMPLOYMENT BENEFIT:

Section 6.06 Establishment of Supplemental Unemployment Benefit Trust effective January 1, 1994. Effective June 1, 2026, **five dollars and fifty cents (\$5.50)** per hour shall be contributed by each contractor for each payroll hour.

FRINGE BENEFIT REMEDIES:

Section 6.07 (a) The parties agree that all contributions and/or deductions referred to in this Article shall be reported on Form MPR-144 or EPRLIVE provided by NEBF Board No. 134, in the manner described by the Board. It is further agreed that the "NECA-IBEW Joint Distribution Account" shall receive and disburse all contributions and/or deductions.

(b) All contributions or deductions provided in this Agreement are due no later than the fifteenth (15th) day of the succeeding month. Any payments received after the fifteenth (15th)

day of the succeeding month shall be subject to an immediate penalty of \$100.00, plus 5% of the total monies due. (All payments must be postmarked by the 14th). Payments received after the twenty-fifth (25th) day of the month, shall be subject to an additional penalty of \$200.00 plus an additional 5% of the total monies due. Employers failing to remit by the last day of the month shall be considered to have breached this Agreement and shall be subject to an audit to be conducted at their expense. If such audit determines that prior contributions or deductions have not been in accordance with the terms of this Agreement, the Employer shall remit such amounts immediately, in addition to the penalties described above. Upon failure to remit monies due within fifteen (15) days after such audit findings, the Employer shall additionally reimburse the Trustees of the various Funds and/or parties to this Agreement for all costs incurred, including, but not limited to, legal, audit and court fees connected with the enforced collection of the monies due. Any monies collected from penalties imposed under this Section shall be equally distributed among the Funds provided for by this Agreement through the Distribution Account.

ADMINISTRATIVE MAINTENANCE FUND (AMF)

Section 6.08 Each Employer signatory to a Letter of Assent binding it to this Agreement shall contribute to NECA an amount equal to 8/10ths of 1% of its respective gross monthly labor payroll for NECA's administration of the **ADMINISTRATIVE MAINTENANCE FUND** (referred to as "AMF")

AMF shall provide services to Management and Management personnel of all signatory Employers in the following manner:

To operate such programs as NECA deems necessary to carry out the purposes of enhancing management's role in labor-management cooperation, including as NECA deems appropriate and to the extent NECA deems necessary, the improvement of communications between workers and Employers in the construction industry, identify and expand work opportunities for Employers in the industry, promote efficiency in operations and economic competitiveness, provide a forum for discussion of matters common to Employers in the industry, provide information concerning all laws governing construction contracts including local, state and federal laws governing wages, hours and working conditions on public works construction, sponsor seminars, conferences and meetings to expand the reach of **AMF**, promote the economic and community development of the electrical industry, public relations, respond to inquiries and communications of all Employers pertaining to this Agreement, as well as act as a liaison between NECA and a Plan Administrator to provide data on a regular basis to Employers involving collective bargaining requirements as to sums due per hour in compliance with the contract

It shall be the goal of **AMF** to improve, enhance and assist all signatory Employers working within the Eastern Illinois Chapter of NECA in their understanding of, and in the interpretation and implementation of, the terms of this Agreement and the purposes outlined above.

The 8/10ths of 1% (.8%) may be adjusted by the parties in future negotiations based upon actual operating expense as certified by an independent certified public accountant selected by NECA

The AMF will be administered solely by the Employers. It may not be used in any manner detrimental to the Local Union or the IBEW. The enforcement for delinquent payments to the fund shall be the sole responsibility of the fund or the Employers, not the Local Union

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:

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.

ARTICLE VIII

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE - LMCC

Section 8.01 The parties agree to participate in a Labor-Management Cooperation Fund under the authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 USC S175(a) and S302(c)9 of the Labor Management Relations Act, 29USC S186(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 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,

9. to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

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

Section 8.03 Each Employer shall contribute the sum of **twelve cents (\$0.12)** per hour. 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 Eastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this fund. Two cents (\$0.02) of the twelve cents (\$0.12) LMCC contribution shall be used to fund the Joint Drug Testing Program between NECA and the IBEW.

Section 8.04 If an Employer fails to make the required contribution 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 (\$20.00), 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.

ARTICLE IX

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 9.01 - 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 3.02 (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 9.02 The Fund shall function in accordance with, and as provided in, its Agreement and Declaration of Trust, and any amendments thereto and any other of its governing documents. Each Employer hereby accepts, agrees to be bound by, and shall be entitled to participate in the NLMCC, as provided in said Agreement and Declaration of Trust.

Section 9.03 Each Employer shall contribute one cent (\$0.01) per hour worked under this Agreement up to a maximum of 150,000 hours per year. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Eastern Illinois Chapter, NECA, or its designee, shall be the collection agent for this fund.

Section 9.04 If an Employer fails to make the required contributions to the Fund, the Trustees shall have the right to take whatever steps are necessary to secure compliance. In the event the Employer is in default, the Employer shall be liable for a sum equal to 15% of the delinquent payment, but not less than the sum of twenty dollars (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of

collecting the payment together with attorney's fees.

ARTICLE X

SAFETY

Section 10.01 There shall be a Joint Safety Committee consisting of three (3) members representing the Employer and three (3) members representing the Union. The duties of this Committee shall be to develop and recommend safe work rules that are equal or greater than the Standards for construction as established by the Occupational Safety and Health Act of 1970, or other applicable Federal or State laws. These safe work rules as recommended by the Committee shall be submitted to the parties to this Agreement to be used as a part of this collective bargaining process. Any proposed changes or revisions in these safe work rules shall first be considered by this Committee for their concurrence and recommendations before being acted upon by the parties to this Agreement.

Section 10.02 It shall also be the function of this Committee to study and update these safe work rules for the benefit of both parties. 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 10.03 Members of the Joint Safety Committee shall be selected by the party they represent. Their term of office shall be 3 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 10.04 On all energized circuits and/or equipment carrying 440 volts or over, as a safety measure, two (2) or more journeyman employees must work together.

PROTECTION EQUIPMENT:

Section 10.05 (a) The Employer shall furnish rubber gloves, protectors, shields, blankets and other protective equipment in accordance with safe operating procedures and the required safety practices. Rubber protective equipment shall be kept in a dry compartment where no other tools are stored when not in use. Rubber protective equipment shall not be allowed to contact oil or grease. Do not use artificial heat to dry rubber protective equipment except by factory approved methods. Rubber blankets shall not be folded for storage. They may be stored either rolled or flat. All rubber protective equipment shall be inspected for defects before each use and shall be periodically tested electrically at the laboratory and if found defective shall be rendered unfit for further electrical use by the party making the laboratory test. Maximum required test periods shall be 90 days for gloves and sleeves and six months for blankets. Hose and hoods shall be inspected visually and discarded when excessive damage is found. All rubber gloves and sleeves shall indicate the last test on the glove or sleeve. When working on or near live conductors and other live apparatus operating at voltages above 300 volts, the use of rubber protective equipment for protection is positively required. Mechanical jumpers shall be of such type that a positive connection will be maintained at all times between points of attachment. The insulated protective covering on mechanical jumpers is not to be considered as adequate protection in lieu of proper rubber

protective equipment. Such insulated protective covering shall be no less than an approved 5,000 volt type. In wet weather or at any other time, the use of rubber protective equipment on lower voltages shall be left to the discretion of the foreman or worker. Rubber gloves and sleeves must be kept in a canvas glove bag when not in use. All rubber gloves shall be of the 20,000 volt class and shall be given an air test before being used. Leather protector gloves shall always be worn over rubber gloves and shall be maintained in good condition. The Employer shall furnish rubber glove liners for employees use in cold weather.

(b) In the event that safety shoes are required and not reimbursable from the customer, the employee shall be reimbursed the amount of \$100.00 towards the purchase of safety shoes; however, such reimbursement shall be allowed no more than once (1) per employee per twelve (12) month period. The employee shall provide the Employer with a copy of receipt of purchase for safety shoes being reimbursed.

(c) Upon given proof of damage to eyeglasses due to welding on the job, the Employer shall reimburse the employee upon receipt of replacement cost.

(d) The Employer shall furnish protective welding clothes and equipment.

(e) Reel tenders shall be provided with adequate protection including rubber protective equipment.

(f) Journeymen shall not be permitted to work on energized lines exceeding 480 volts, unless accompanied by another Journeyman Wireman. The Employer shall provide and the workers shall use adequate protective equipment while working on energized lines and equipment. Compartments shall be available on all trucks to carry only approved safety equipment.

(g) The Employers shall furnish hard hats, helmet liners (head warmers) for hard hats for employees' use in cold weather and sweatbands for summer use. Hard hats shall not be painted, defaced or modified from their original issue conditions. Hard hats with approved dielectric properties shall be worn at all times.

Section 10.06 (a) Workers, before starting work, if not familiar with the voltages and positions of circuits to be worked on, shall get proper information from the foreman. The foreman in charge of the job shall satisfy that the workers fully understand the nature of the work to be done. Employees must wear suitable clothing for their work. Ragged sleeves, loose ties and other parts of clothing that can be caught in machinery shall not be worn. Shoes without good soles shall never be worn. Employees are cautioned against the dangerous practice of wearing finger rings and watch chains while at work. When workers are working at night, adequate lighting shall be provided to permit them to do their work with the least practical degree of danger when it is possible to do so. When jobs are to be done which present unusual hazards not covered by these rules or the rules of the Employer, the foreman and workers shall discuss the problem and arrive at the method which in their judgement will provide the greatest degree of safety. The foreman's decision shall prevail in such cases. When it is necessary for workers to ride spans, the only chairs to be used are those of an accepted safe design made by a reputable manufacturer.

(b) **Live Line Tools** The method of working live lines at voltages in excess of safe rubber protective goods range, is to handle all live parts with live line tools. Hot sticks should be inspected, dried out, and thoroughly refinished with acceptable materials at intervals depending upon the extent of use and exposure. Hot sticks should be stored in a safe, dry compartment.

(c) **Ladders:** Ladders shall not be painted. They shall be protected with a coat of transparent non-conductive material to prevent them from drying out. All old, unfit ladders shall be removed from the job site. Ladders shall be equipped with safety shoes, metal spikes or spurs and hook ladders shall have safety chains on each hook of ladder. The use of metal ladders is absolutely prohibited.

(d) Safety meetings shall be held once a week.

(e) **Working on Energized Primary Circuits.** Only workers in the proper classification and so authorized shall work on energized primary wires or equipment and work shall always be done with the full use of suitable protective devices and observance of the Safety Rules.

When work to be performed on energized primary wires requires workers to reach past other wires to reach the ones to be worked upon, all wires between themselves and the wires to be worked upon shall be covered with approved rubber protective equipment. The protective equipment shall not be removed until the work is completed.

Employees shall wear rubber gloves and sleeves while applying and removing protective equipment and also when using a switch stick for opening, closing, removing or replacing fuses or fuse doors on cutouts.

Rubber protective equipment shall be worn at all times when working on or near energized primary equipment, including the following: Rubber gloves, rubber sleeves and hard hats. In addition, rubber overshoes and rubber hook guards are recommended. A shirt or jumper with full length sleeves rolled down will be worn when working on or near live-line equipment.

All wires, including neutrals and guy wires, in the vicinity of energized primary work must be also covered with protective equipment and if possible be covered first.

When stringing wire where pedestrians and vehicles are endangered, proper watchmen must be provided.

Where it is necessary to string wires near live-lines, dry hand-lines or other suitable means shall be provided and used. Rubber protective equipment and other necessary equipment shall always be used by the workers.

(f) Workers shall not stand on or otherwise be in contact with transformer cases, telephone messenger cables, grounded guy wires or other metal brackets while working on energized conductors unless properly covered with protective equipment.

(g) **Underground Work** Workers shall not work in manholes without another person on the surface to watch traffic and to be available to assist the worker so engaged, in case of an

accident.

No workers shall enter a manhole or vault until they have assured themselves that there are no dangerous gases present. Tests should be made with suitable devices manufactured for this purpose. No workers shall smoke or bring open flame or torches near open manholes until they are sure that there is no trace of gas present. When gas or fumes from welding or pouring molds or coating pipe is present, an adequate exhaust fan shall be provided.

(h) Grounding: Protective grounds shall be applied to de-energized lines for protection against static, lightning, crosses with foreign current as well as for accidental energizing from normal sources of power.

After a clearance has been secured on a circuit or piece of apparatus, the worker in charge shall see that the line is fused out before placing proper grounding cables for the protection of their crew. The grounding cables or sets shall be of such type that a positive connection will, under all conditions, be maintained between the ground and all phase wires. In a case of emergency, or where grounds are required for an indefinite period, a positive connection may be made with wire, bare or insulated with approved connectors or clamps. These grounding cables should be placed on either side of the point of work and at other points where it is deemed advisable. Such grounding devices should be always placed by the use of live-line tools. The grounds shall be connected at the ground connection first and secondly on the phase or apparatus to be grounded.

The workers in charge of crews working on transmission circuits or apparatus must not depend upon station switches for protection but must always provide proper protective grounds.

When using grounds to normally live parts, the grounds must always be removed from the normally live part before breaking the ground connections. Such grounding devices should always be removed by the use of live-line tools.

The foreman or worker in charge, upon completion of this work, after assuring that all persons under their supervision are clear, shall direct the removal of all protective ground placed by the employee and report to the person from whom they received the clearance.

Section 10.07 Safety Measures - Temporary Work - All installation of temporary feeders will comply with OSHA and NEC standards.

EMPLOYER'S RESPONSIBILITY:

Section 10.08 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 10.09 The Safety Booklet approved by the Joint Safety Committee shall be part of the contract and made available as an official addendum to this Agreement.

Section 10.10 Each OSHA recordable injury or illness shall be reported to the IBEW 176 – Eastern Illinois NECA Safety Committee at safety@ibewlocal176.org using the OSHA

Incident Report, or equivalent, in full within 30 calendar days from employer submittal. All IBEW 176 Members, EIL NECA employees, and members of the Safety Committee are prohibited from sharing any contractor and employee information contained on OSHA 301 Incident Report submitted pursuant to this section.

ARTICLE XI DRUG TESTING

Section 11.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE XII CODE OF EXCELLENCE

Section 12.01 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 XIII PRIOR AGREEMENTS AND SEPARABILITY

Section 13.01 This Agreement shall constitute the only Agreement between the parties covering this type of work and all prior Agreements entered into - either written or verbal - are hereby declared to be null and void.

SEPARABILITY CLAUSE:

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and agents as of the day and year first above written.

Signed for Employers:
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION (EASTERN ILLINOIS
CHAPTER)

Signed for Local Union No. 176:
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
AFL-CIO INT'L. PRESIDENT

President

6-22-26

Date

President

6/16/26

Date

Executive Director

6-22-26

Date

Business Manager

6/8/26

Date

SUBJECT TO THE APPROVAL OF THE
INTERNATIONAL PRESIDENT, IBEW

LETTER OF UNDERSTANDING
between

Eastern IL Chapter, NECA
and
IBEW Local 176

The undersigned, parties to the Inside and Service and Maintenance between Eastern IL Chapter, NECA and IBEW Local 176, do hereby agree to the following terms regarding the increase in wages and benefits effective June 1, 2026:

	Zone I Will & Grundy	Zone II Kankakee & LaSalle	Zone III (All others)
Journeyman Wireman	\$61.00	\$60.60	\$59.45
Foreman (9%)	\$66.49	\$66.05	\$64.80
Gen. Foreman (16%)	\$70.76	\$70.30	\$68.96
Area G F.	\$73.81	\$73.33	\$71.93
Health & Welfare	\$18.98	\$18.98	\$18.98
Decatur Pension	\$ 7.60	\$ 7.60	\$ 7.60
Local 176 Pension	\$13.90	\$13.90	\$13.90
SUB Fund	\$ 5.50	\$ 5.50	\$ 5.50

APPRENTICE WIREMAN

1 st (up to 1000 hrs) 45%	\$27.45	\$27.27	\$26.75
2 nd (after 1000 hrs) 50%	\$30.50	\$30.30	\$29.73
3 rd (after 2000 hrs) 55%	\$33.55	\$33.33	\$32.70
4 th (after 3500 hrs) 65%	\$39.65	\$39.39	\$38.64
5 th (after 5000 hrs) 80%	\$48.80	\$48.48	\$47.56
6 th (after 6500 hrs) 90%	\$54.90	\$54.54	\$53.51

Signed this 1st day of June, 2026.

WITNESSED:

IBEW LOCAL 176



PRESIDENT



BUSINESS MANAGER

EASTERN IL CHAPTER, NECA



PRESIDENT



EXECUTIVE DIRECTOR

EXHIBIT B

NECA-IBEW LOCAL 176
INSIDE AGREEMENT
RATES EFFECTIVE 6/1/2026- 5/31/2027

Base Wage Package

	ZONE 1 (Will & Grundy Counties)	ZONE 2 (Kankakee & LaSalle Counties)	ZONE 3-Counties of Bureau/Putnam/Stark/ Henry/Ford/Iroquois
Base Journeyman Rate	\$61.00	\$60.60	\$59.45
NEBF Pension (3% of gross)	\$1.83	\$1.82	\$1.78
Health & Welfare (per hour)	\$18.98	\$18.98	\$18.98
NECA-IBEW Pension-Decatur Fund (per hour)	\$7.60	\$7.60	\$7.60
Local 176 Pension (per hour)	\$13.90	\$13.90	\$13.90
S U B Plan (per hour)	\$5.50	\$5.50	\$5.50
Total Wage & Fringe Benefits	\$108.81	\$108.40	\$107.21

Additional Contract Items

	Contribution Rate
Apprenticeship Fund	\$1.45 per hr (includes \$0.20 employee/employer match)
AMF - Administrative Maintenance Fund	.8% of gross (.008)
LMCC (\$ 12/hr Local + \$ 01/hr Nat'l)	\$.13 per hr.
NECA Service Charge (NECA members only)	.5% of gross (.005)

DEDUCT ITEMS (Deducted directly from hourly rate)

Savings - \$1.50 per hour (% for apprentices listed below)

Working Dues - 3.5% of gross

PAC Fund - \$0.1% of gross wages (voluntary for those authorized employees)

HOURLY RATES

Area General Foreman (21%)	\$73.81	\$73.33	\$71.93
General Foreman (16%)	\$70.76	\$70.30	\$68.96
Foreman (9%)	\$66.49	\$66.05	\$64.80
Journeyman	\$61.00	\$60.60	\$59.45

	Savings Deduct		
<u>Apprentice Rates</u>			
1st period-45% JW	\$0.68	\$27.45	\$27.27
2nd period-50% JW	\$0.75	\$30.50	\$30.30
3rd period-55% JW	\$0.83	\$33.55	\$33.33
4th period-65% JW	\$0.98	\$39.65	\$39.39
5th period-80% JW	\$1.20	\$48.80	\$48.48
6th period-90% JW	\$1.35	\$54.90	\$54.54

* No Local Pension/SUB/Working Dues until initiated

Overtime- Monday - Saturday - 1+1/2x
Sunday/Holidays - 2x

Bonding - Must participate in LMCC Bonding program, or
acquire a bond for \$20,000 for each employee.

Eastern Illinois Chapter, NECA
1308 Houbolt Road
Joliet, IL 60431
(815) 729-2288 / Fax (815) 729-2280
www.necaeil.com

IBEW Local 176
1100 N E Frontage Road
Joliet, IL 60431
(815) 729-1240 / Fax (815) 729-2176
www.ibewlocal176.org

STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601

RECEIVED

AUG 17 2026

IDOL - CHICAGO OFFICE

IN THE MATTER OF:

NORTHEASTERN ILLINOIS CHAPTER
OF THE NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION (NEIL-
NECA), MCWILLIAMS ELECTRIC CO.,
INC., and HOMESTEAD ELECTRICAL
CONSTRUCTION, LLC

State File No. _____

Petitioners,

- and -

JANE R. FLANAGAN, Director of the
Illinois Department of Labor, and the
ILLINOIS DEPARTMENT OF LABOR,

Respondents.

**WRITTEN OBJECTIONS AND REQUEST FOR HEARING
UNDER SECTIONS 4 AND 9 OF THE ILLINOIS PREVAILING WAGE ACT**

Now comes Northeastern Illinois Chapter of the National Electrical Contractors Association (the "Association"), McWilliams Electric Co., Inc., and Homestead Electrical Construction, LLC (collectively "Petitioners"), by and through their attorneys, Laner Muchin, Ltd., and submit these written objections to the prevailing wage schedules published by the Illinois Department of Labor ("Department" or "IDOL") on or about July 15, 2026. Petitioners request a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act ("Act"), 820 ILCS 130/4 and 130/9, to require certification and publication of the apprentice rates established by the various Inside and Video-Data-Voice Agreements negotiated by and between the Association and Local Unions No. 701, 117, 150, and 461 of the International Brotherhood of Electrical Workers (the "Union") and the Association, or, in the alternative, to establish separate apprentice classifications in each county covered by the same collective bargaining agreements for the Electrician and Communication Technician Trade Titles.

COUNT I - OBJECTION
IDOL FAILED TO CERTIFY AND PUBLISH THE APPRENTICE RATES REQUIRED BY
SECTIONS 4 AND 9 OF THE ACT

1. The Petitioner Association is a multi-employer bargaining association representing contractor members who perform construction work on public works projects throughout the geographic jurisdiction covered by its collective bargaining agreements with IBEW Local Union Nos. 701, 117, 150, and 461 (the “IBEW Agreements”).

2. Petitioner McWilliams Electric Co., Inc. (“McWilliams”) is an Illinois corporation and a member of the Association.

3. McWilliams is signatory to the various labor agreements by and between the Association and the Union, including: the Inside/Commercial Agreement by and between the DuPage County Division, Northeastern Illinois Chapter, NECA And Local Union 701, IBEW (“Local 701 Inside Agreement”); the Voice-Data-Video Agreement by and between the DuPage County Division, Northeastern Illinois Chapter, NECA and Local Union 701, IBEW (“Local 701 VDV Agreement”); the Inside Labor Agreement, Elgin Division, Northeastern Illinois Chapter, NECA and IBEW Local Union 117 (“Local 117 Inside Agreement”); the International Brotherhood of Electrical Workers Local 150 Inside Agreement (“Local 150 Inside Agreement”); the Inside Agreement made and entered into by and between the Aurora Division, Northeastern Illinois Chapter National Electrical Contractors Association, Inc. and Local Union No. 461, IBEW (“Local 461 Inside Agreement”); and the Voice-Data-Video Agreement made and entered into by and between the Aurora Division, Northeastern Illinois Chapter National Electrical Contractors Association, Inc. and Local Union No. 461, IBEW (“Local 461 VDV Agreement”). McWilliams is further bound to the terms of these labor agreements by virtue of its membership in the Association. True and accurate copies of the Local 701 Inside Agreement, Local 701 VDV Agreement, Local 117 Inside Agreement, Local 150 Inside Agreement, Local 461 Inside Agreement, and Local 461 VDV Agreement are attached as Group Exhibit A.

4. McWilliams is engaged in construction work and employs workers under the established classification of Electrician and Communication Technician on prevailing wage jobsites in Illinois. These workers are covered by the terms of the IBEW Agreements attached as Group Exhibit A, and McWilliams is contractually obligated to pay its employees who are performing work covered by those agreements the wages and fringe benefits described in each respective agreement.

5. The IBEW Agreements attached as Group Exhibit A cover work performed by workers in the electrical and telecommunications industry in DuPage, Kane, Kendall, Lake, McHenry, Cook, and DeKalb Counties (“Affected Counties”). These workers are identified by the Trade Titles “Electrician” and/or “Communication Technician” in the prevailing wage and benefit rates posted by the Department in the Affected Counties.

6. The IBEW Agreements attached as Group Exhibit A identify not only journeyman Electrician and Communication Technician wage and benefit rates, but also include progressive apprentice Electrician and Communication Technician wage and fringe benefit rates.

7. On or about July 15, 2026, the Department published annual prevailing wage schedules for the Affected Counties covered by the IBEW Agreements attached as Group Exhibit A. Those schedules include rates directly ascertainable from the IBEW Agreements attached as Group Exhibit A and the corresponding 2026 wage and fringe benefit rate sheets (“Rate Sheets”) for the Trade Title Electrician and Communication Technician. A true and accurate copy of the Rate Sheets for the IBEW Agreements is attached as Group Exhibit B.

8. By publishing the CBA-derived Electrician and Communication Technician wage and fringe benefit rates on or about July 15, 2026, IDOL necessarily determined that contractor members of the Association, which includes McWilliams, employ at least 30% of workers in the Electrician and Communication Technician Trade Title in the Affected Counties, and therefore, in accordance with Sections 4 and 9 of the Act, the IBEW Agreements attached as Group Exhibit A contain the

prevailing rate of wages and benefits for Trade Title Electrician and Communication Technician in the Affected Counties (“Prevailing CBAs”).

9. Despite that determination, IDOL failed to certify and publish all of the rates established by the same Prevailing CBAs. In particular, while IDOL published journeyman rates, IDOL failed to certify or publish the graduated apprentice Electrician and apprentice Communication Technician wage rates and fringe benefit contributions expressly provided for in the IBEW Agreements attached as Group Exhibit A and the Rate Sheets.

10. Apprentice Electricians and apprentice Communication Technicians covered by the IBEW Agreements attached as Group Exhibit A participate in a Department of Labor-approved apprenticeship and training programs. Those programs incorporate, and are administered consistent with, the graduated apprentice wage rates and fringe benefit contributions established by the IBEW Agreements attached as Group Exhibit A and the Rate Sheets.

11. The rates established pursuant to the IBEW Agreements attached as Group Exhibit A and Rate Sheets include the following progressive apprentice wage benchmarks and related fringe contributions effective June 1, 2026:

Local 701

IBEW Local 701 Rate Sheet - 2026

The following are the new wage rates for the Telecommunications Agreement between Local 701, IBEW, and DuPage County, effective September 1, 2025 through August 31, 2026.

	JT	90%	80%	70%	65%	60%	55%	50%	45%
Wage Rate	40.87	36.81	32.72	28.63	26.59	24.54	22.50	20.45	18.41
Vacation	7.82%	3.30	2.88	2.56	2.24	2.08	1.92	1.76	1.60
Gross Wages	44.19	39.69	35.28	30.87	28.67	26.46	24.26	22.05	19.85

SUPERVISORY RATES
Foreman - \$2.80 per hour over JT rate (\$43.75)
Technician - \$1.50 per hour over JT rate (\$40.87)
Apprentice - \$1.00 per hour over JT rate (\$39.87)

DEDUCTIONS
Working Dues - 3.00% of gross wages
Political Action Committee (P.A.C.) - \$0.05
(Five cents) per hour worked

TECHNICIAN RATES

Pay Rate	Year	Hours	Elapsed Time
45%	1st	0	0
50%	2nd	800	December 1st
55%	3rd	1600	1 year
60%	4th	2400	1.5 years
65%	5th	3200	2 years
70%	6th	4000	2.5 years
75%	7th	4800	3 years
80%	8th	5600	3.5 years

APPRENTICE WAGE RATES

Pay Rate	Year	Hours	Elapsed Time
45%	1st	0	0
50%	2nd	800	December 1st
55%	3rd	1600	1 year
60%	4th	2400	1.5 years
65%	5th	3200	2 years
70%	6th	4000	2.5 years
75%	7th	4800	3 years
80%	8th	5600	3.5 years

The following are the new wage rates for the Telecommunications Agreement between Local 701, IBEW, and DuPage County, effective September 1, 2025 through August 31, 2026.

	JT	90%	80%	70%	65%	60%	55%	50%	45%
Wage Rate	40.87	36.81	32.72	28.63	26.59	24.54	22.50	20.45	18.41
Vacation	7.82%	3.30	2.88	2.56	2.24	2.08	1.92	1.76	1.60
Health	37.66%	13.40	13.46	12.32	10.79	10.01	9.24	8.47	7.70
Pension	40.34%	16.50	14.85	13.20	11.55	10.73	9.90	9.08	8.25
Amnesty	17.51%	7.26	6.45	5.75	5.01	4.66	4.10	3.94	3.22
Apprenticeship	2.03%	0.83	0.75	0.66	0.58	0.54	0.50	0.46	0.37
N.E.E.F.	3.00%	1.23	1.10	0.98	0.86	0.80	0.74	0.68	0.61
IMCC	22/yr	0.22	0.22	0.22	0.22	0.22	0.22	0.22	0.22
AWF	0.42%	0.16	0.15	0.13	0.11	0.10	0.09	0.08	0.07
SubFund	0.00/yr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
NUNCC	21/yr	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Total Package	1.08	85.63	77.68	68.54	59.99	55.75	51.47	47.21	42.92

Local 117

Local Union 117, JATC
 sent 06.01.26 - 05.31.27.pdf
 (for members only)
 National Electrical Contractors Association, Inc. • International Brotherhood of Electrical Workers

Effective 6/1/2026 - 5/30/2027

INSIDE APPRENTICE RATES

Period	% of Journeyman Scale	Hours
1	40%	Thru 1000 Satisfactory progress
2	45%	Thru 1001-2000 Satisfactory progress
3	53%	Thru 2001-3000 + 1st year of school complete
4	65%	Thru 3001-4000 + 2nd year of school complete
5	75%	Thru 4001-5000 + 3rd year of school complete
6	85%	Thru 5001-6000 + 4th year of school complete
	100%	6001 + 5th year of school complete

AMF of 0.4% of gross wages is applicable as is the 0.6% NECA Service Charge for NECA members.

Deductions:
 Personal Fund 10% of gross wages
 Working Days 4.25% of gross wages

	40%	45%	53%
Hourly Wage	\$ 24.19	\$ 27.00	\$ 34.22
SEW	\$ 4.35	\$ 4.35	\$ 4.35
Pension 10.19%	\$ 0.04	\$ 0.17	\$ 0.44
NEBF 3.00%	\$ 0.75	\$ 0.84	\$ 1.03
NEIB 1.00	\$ 1.00	\$ 1.00	\$ 1.00
LATC 1.00%	\$ 0.75	\$ 0.84	\$ 1.03
LMCC 50.21	\$ 0.21	\$ 0.21	\$ 0.21
AMF 0.40%	\$ 0.10	\$ 0.11	\$ 0.14
*NECA 0.60%	\$ 0.15	\$ 0.17	\$ 0.21
Total Package	\$ 31.24	\$ 35.89	\$ 44.03

	65%	75%	85%
Hourly Wage	\$ 40.44	\$ 48.67	\$ 57.89
SEW	\$ 4.35	\$ 4.35	\$ 4.35
Pension 10.19%	\$ 1.70	\$ 1.96	\$ 2.22
NEBF 3.00%	\$ 1.21	\$ 1.40	\$ 1.59
NEIB 1.00	\$ 1.00	\$ 1.00	\$ 1.00
LATC 1.00%	\$ 1.21	\$ 1.40	\$ 1.59
LMCC 50.21	\$ 0.21	\$ 0.21	\$ 0.21
AMF 0.40%	\$ 0.16	\$ 0.19	\$ 0.21
*NECA 0.60%	\$ 0.14	\$ 0.18	\$ 0.21
Total Package	\$ 52.52	\$ 62.18	\$ 71.16

Local 150

Local 150, JATC
 sent 06.01.26 - 05.31.27.pdf
 (for members only)
 National Electrical Contractors Association, Inc. • International Brotherhood of Electrical Workers

Effective 6/1/2026 - 5/30/2027

INSIDE APPRENTICE RATES

Period	% of Journeyman Scale	Hours
1	40%	Thru 1000 Satisfactory progress
2	45%	Thru 1001-2000 Satisfactory progress
3	53%	Thru 2001-3000 + 1st year of school complete
4	65%	Thru 3001-4000 + 2nd year of school complete
5	75%	Thru 4001-5000 + 3rd year of school complete
6	85%	Thru 5001-6000 + 4th year of school complete
	100%	6001 + 5th year of school complete

AMF of 0.4% of gross wages is applicable as is the 0.6% NECA Service Charge for NECA members.

Deductions:
 Personal Fund 10% of gross wages
 Working Days 4.25% of gross wages

	40%	45%	53%
Hourly Wage	\$ 24.19	\$ 27.00	\$ 34.22
SEW	\$ 4.35	\$ 4.35	\$ 4.35
Pension 10.19%	\$ 0.04	\$ 0.17	\$ 0.44
NEBF 3.00%	\$ 0.75	\$ 0.84	\$ 1.03
NEIB 1.00	\$ 1.00	\$ 1.00	\$ 1.00
LATC 1.00%	\$ 0.75	\$ 0.84	\$ 1.03
LMCC 50.21	\$ 0.21	\$ 0.21	\$ 0.21
AMF 0.40%	\$ 0.10	\$ 0.11	\$ 0.14
*NECA 0.60%	\$ 0.15	\$ 0.17	\$ 0.21
Total Package	\$ 31.24	\$ 35.89	\$ 44.03

	65%	75%	85%
Hourly Wage	\$ 40.44	\$ 48.67	\$ 57.89
SEW	\$ 4.35	\$ 4.35	\$ 4.35
Pension 10.19%	\$ 1.70	\$ 1.96	\$ 2.22
NEBF 3.00%	\$ 1.21	\$ 1.40	\$ 1.59
NEIB 1.00	\$ 1.00	\$ 1.00	\$ 1.00
LATC 1.00%	\$ 1.21	\$ 1.40	\$ 1.59
LMCC 50.21	\$ 0.21	\$ 0.21	\$ 0.21
AMF 0.40%	\$ 0.16	\$ 0.19	\$ 0.21
*NECA 0.60%	\$ 0.14	\$ 0.18	\$ 0.21
Total Package	\$ 52.52	\$ 62.18	\$ 71.16

Local 461

Local 461, JATC
 sent 06.01.26 - 05.31.27.pdf
 (for members only)
 National Electrical Contractors Association, Inc. • International Brotherhood of Electrical Workers

Effective 6/1/2026 - 5/30/2027

INSIDE APPRENTICE RATES

Period	% of Journeyman Scale	Hours
1	40%	Thru 1000 Satisfactory progress
2	45%	Thru 1001-2000 Satisfactory progress
3	53%	Thru 2001-3000 + 1st year of school complete
4	65%	Thru 3001-4000 + 2nd year of school complete
5	75%	Thru 4001-5000 + 3rd year of school complete
6	85%	Thru 5001-6000 + 4th year of school complete
	100%	6001 + 5th year of school complete

AMF of 0.4% of gross wages is applicable as is the 0.6% NECA Service Charge for NECA members.

Deductions:
 Personal Fund 10% of gross wages
 Working Days 4.25% of gross wages

	40%	45%	53%
Hourly Wage	\$ 24.19	\$ 27.00	\$ 34.22
SEW	\$ 4.35	\$ 4.35	\$ 4.35
Pension 10.19%	\$ 0.04	\$ 0.17	\$ 0.44
NEBF 3.00%	\$ 0.75	\$ 0.84	\$ 1.03
NEIB 1.00	\$ 1.00	\$ 1.00	\$ 1.00
LATC 1.00%	\$ 0.75	\$ 0.84	\$ 1.03
LMCC 50.21	\$ 0.21	\$ 0.21	\$ 0.21
AMF 0.40%	\$ 0.10	\$ 0.11	\$ 0.14
*NECA 0.60%	\$ 0.15	\$ 0.17	\$ 0.21
Total Package	\$ 31.24	\$ 35.89	\$ 44.03

	65%	75%	85%
Hourly Wage	\$ 40.44	\$ 48.67	\$ 57.89
SEW	\$ 4.35	\$ 4.35	\$ 4.35
Pension 10.19%	\$ 1.70	\$ 1.96	\$ 2.22
NEBF 3.00%	\$ 1.21	\$ 1.40	\$ 1.59
NEIB 1.00	\$ 1.00	\$ 1.00	\$ 1.00
LATC 1.00%	\$ 1.21	\$ 1.40	\$ 1.59
LMCC 50.21	\$ 0.21	\$ 0.21	\$ 0.21
AMF 0.40%	\$ 0.16	\$ 0.19	\$ 0.21
*NECA 0.60%	\$ 0.14	\$ 0.18	\$ 0.21
Total Package	\$ 52.52	\$ 62.18	\$ 71.16

12. The Department's failure to certify and publish the apprentice wage and relevant fringe benefit rates contained in the Prevailing CBAs results in the publication of an incomplete and inaccurate prevailing wage determination for Electrician and Communication Technician in the Affected Counties. The Department cannot accept the IBEW Agreements attached as Group Exhibit A for purposes of setting the journeyman Electrician and journeyman Communication Technician rates while disregarding the apprentice Electrician and apprentice Communication Technician rates expressly contained in the same Prevailing CBAs.

13. The Petitioners therefore object to IDOL's July 15, 2026, prevailing wage schedules to the extent they omit the apprentice Electrician and apprentice Communication Technician rates established by the Prevailing CBAs.

14. The Department should amend the applicable prevailing wage schedules to include the relevant CBA's apprentice Electrician and apprentice Communication Technician wage and fringe benefit rates in the Affected Counties.

COUNT II - OBJECTION

IDOL FAILED TO CERTIFY AND PUBLISH THE APPRENTICE RATES REQUIRED BY SECTIONS 4 AND 9 OF THE ACT

15. Petitioner Homestead Electrical Construction, LLC ("Homestead") is an Illinois corporation and a member of the Association.

16. Homestead is signatory to the Voice, Data, Video Agreement, Elgin Division, Northeastern Illinois Chapter, NECA and IBEW Local Union 117 ("Local 117 VDV Agreement") and the International Brotherhood of Electrical Workers Local 150 Voice-Data-Video Agreement ("Local 150 VDV Agreement"), and is further bound to the terms of these Agreements by virtue of its membership in the Association. True and accurate copies of the Local 117 VDV Agreement and Local 150 VDV Agreements are attached as Group Exhibit C.

17. Homestead is engaged in construction work and employs workers under the established classification of Electrician and Communication Technician on prevailing wage jobsites in Illinois. These workers are covered by the terms of the IBEW Agreements attached as Group Exhibit C, and Homestead is contractually obligated to pay its employees who are performing work covered by those Agreements the wages and fringe benefits described in each respective Agreement.

18. The IBEW Agreements attached as Group Exhibit C cover work performed by workers in the electrical and telecommunications industry in McHenry, Cook, and Lake Counties. These workers are identified by the Trade Title Communication Technician in the prevailing wage and benefit rates posted by the Department in the relevant Affected Counties.

19. The IBEW Agreements attached as Group Exhibit C identify not only journeyman Communication Technician wage and benefit rates, but also include progressive apprentice Communication Technician wage and fringe benefit rates.

20. On or about July 15, 2026, the Department published annual prevailing wage schedules for the Affected Counties covered by the IBEW Agreements attached as Group Exhibit C. Those schedules include rates directly ascertainable from the IBEW Agreements attached as Group Exhibit C and the corresponding Rate Sheets for the Trade Communication Technician.

21. By publishing the CBA-derived Communication Technician wage and fringe benefit rates on or about July 15, 2026, IDOL necessarily determined that contractor members of the Association, which include Homestead, employ at least 30% of workers in the Communication Technician Trade Title in the Affected Counties, and therefore, in accordance with Sections 4 and 9 of the Act, the IBEW Agreements attached as Group Exhibit C contain the prevailing rate of wages and benefits for Trade Title Communication Technician in the Affected Counties (“Prevailing CBAs”).

22. Despite that determination, IDOL failed to certify and publish all of the rates established by the same Prevailing CBAs. In particular, while IDOL published journeyman rates,

IDOL failed to certify or publish the graduated apprentice Communication Technician wage rates and fringe benefit contributions expressly provided for in the IBEW Agreements attached as Group Exhibit C and the Rate Sheets.

23. Apprentice Communication Technicians covered by the IBEW Agreements attached as Group Exhibit C participate in a Department of Labor-approved apprenticeship and training program. That program incorporates, and is administered consistent with, the graduated apprentice wage rates and fringe benefit contributions established by the IBEW Agreements attached as Group Exhibit C and the Rate Sheets

24. The rates established pursuant to the IBEW Agreements attached as Group Exhibit C and the Rate Sheets include the following progressive apprentice wage benchmarks and related fringe contributions effective June 1, 2026:

Local 117

		IBEW LOCAL 117, JATC			
P300-04 401-2000 P312 3AP 0001 Type					
Reviewed By Joe					
Approved By: [Signature] Date: [Blank] Approved By: [Signature] Date: [Blank]					
IBEW Apprentice		Effective		11/3/2025 - 11/29/2026	
Period	% of Journeyman Total Scale	Hourly			
1	45%	This 1800 Satisfactory Program			
2	50%	This 1801-2000 Satisfactory Program			
3	55%	This 2001-3000 - 1st year of school complete			
4	60%	This 3001-4000 - Satisfactory Program			
5	70%	This 4001-5000 - 2nd year of school complete			
6	80%	This 5001-6000 Satisfactory Program			
	100%	100% + 1st year of school complete			
		45%	50%	55%	
Hourly Wage		\$21.92	\$24.36	\$26.79	
IBEW		\$4.29	\$4.29	\$4.29	
Pension	37.672%	\$8.26	\$9.18	\$10.69	
NEIF	3.00%	\$0.66	\$0.72	\$0.88	
JATC		\$0.49	\$0.50	\$0.49	
JATC	2.25%	\$0.49	\$0.55	\$0.60	
LMCCs	\$0.21	\$0.21	\$0.21	\$0.21	
AMF	0.40%	\$0.09	\$0.10	\$0.11	
*NECA	0.60%	\$0.13	\$0.15	\$0.16	
TOTAL PACKAGE		\$36.55	\$44.87	\$49.55	
		60%	70%	80%	90% - Year 117
Hourly Wage		\$28.23	\$34.10	\$40.97	\$47.84
IBEW		\$4.29	\$4.29	\$4.29	\$4.46
Pension	37.672%	\$10.61	\$12.85	\$15.68	\$18.52
NEIF	3.00%	\$0.86	\$1.03	\$1.27	\$1.42
JATC		\$0.50	\$0.50	\$0.50	\$0.50
JATC	2.25%	\$0.66	\$0.77	\$0.88	\$0.99
LMCCs	\$0.21	\$0.21	\$0.21	\$0.21	\$0.21
AMF	0.40%	\$0.12	\$0.14	\$0.16	\$0.18
*NECA	0.60%	\$0.18	\$0.20	\$0.23	\$0.26
TOTAL PACKAGE		\$42.80	\$52.40	\$64.89	\$78.18

Local 150

Lake County Joint Apprenticeship and Training Committee Communication Technician Apprentice Wage and Benefit Schedule Effective 12/1/2025-11/30/2026 Journeyman Technician Hourly Rate: 48.00				
CT APPRENTICES				
Period	Minimum Hourly Rate	Percent of JTR	Amount	Rate
1	17.40	36%		
2	18.00	37.5%		
3	18.60	39%		
4	19.20	40%		
5	19.80	41.5%		
6	20.40	43%		
7	21.00	44.5%		
8	21.60	46%		
9	22.20	47%		
10	22.80	48%		
11	23.40	49%		
12	24.00	50%		
13	24.60	51%		
14	25.20	52.5%		
15	25.80	54%		
16	26.40	55.5%		
17	27.00	57%		
18	27.60	58.5%		
19	28.20	60%		
20	28.80	61.5%		
21	29.40	63%		
22	30.00	64.5%		
23	30.60	66%		
24	31.20	67.5%		
25	31.80	69%		
26	32.40	70.5%		
27	33.00	72%		
28	33.60	73.5%		
29	34.20	75%		
30	34.80	76.5%		
31	35.40	78%		
32	36.00	79.5%		
33	36.60	81%		
34	37.20	82.5%		
35	37.80	84%		
36	38.40	85.5%		
37	39.00	87%		
38	39.60	88.5%		
39	40.20	90%		
40	40.80	91.5%		
41	41.40	93%		
42	42.00	94.5%		
43	42.60	96%		
44	43.20	97.5%		
45	43.80	99%		
46	44.40	100%		
47	45.00			
48	45.60			
49	46.20			
50	46.80			
51	47.40			
52	48.00			
53	48.60			
54	49.20			
55	49.80			
56	50.40			
57	51.00			
58	51.60			
59	52.20			
60	52.80			
61	53.40			
62	54.00			
63	54.60			
64	55.20			
65	55.80			
66	56.40			
67	57.00			
68	57.60			
69	58.20			
70	58.80			
71	59.40			
72	60.00			
73	60.60			
74	61.20			
75	61.80			
76	62.40			
77	63.00			
78	63.60			
79	64.20			
80	64.80			
81	65.40			
82	66.00			
83	66.60			
84	67.20			
85	67.80			
86	68.40			
87	69.00			
88	69.60			
89	70.20			
90	70.80			
91	71.40			
92	72.00			
93	72.60			
94	73.20			
95	73.80			
96	74.40			
97	75.00			
98	75.60			
99	76.20			
100	76.80			
101	77.40			
102	78.00			
103	78.60			
104	79.20			
105	79.80			
106	80.40			
107	81.00			
108	81.60			
109	82.20			
110	82.80			
111	83.40			
112	84.00			
113	84.60			
114	85.20			
115	85.80			
116	86.40			
117	87.00			
118	87.60			
119	88.20			
120	88.80			
121	89.40			
122	90.00			
123	90.60			
124	91.20			
125	91.80			
126	92.40			
127	93.00			
128	93.60			
129	94.20			
130	94.80			
131	95.40			
132	96.00			
133	96.60			
134	97.20			
135	97.80			
136	98.40			
137	99.00			
138	99.60			
139	100.20			
140	100.80			
141	101.40			
142	102.00			
143	102.60			
144	103.20			
145	103.80			
146	104.40			
147	105.00			
148	105.60			
149	106.20			
150	106.80			
151	107.40			
152	108.00			
153	108.60			
154	109.20			
155	109.80			
156	110.40			
157	111.00			
158	111.60			
159	112.20			
160	112.80			
161	113.40			
162	114.00			
163	114.60			
164	115.20			
165	115.80			
166	116.40			
167	117.00			
168	117.60			
169	118.20			
170	118.80			
171	119.40			
172	120.00			
173	120.60			
174	121.20			
175	121.80			
176	122.40			
177	123.00			
178	123.60			
179	124.20			
180	124.80			
181	125.40			
182	126.00			
183	126.60			
184	127.20			
185	127.80			
186	128.40			
187	129.00			
188	129.60			
189	130.20			
190	130.80			
191	131.40			
192	132.00			
193	132.60			
194	133.20			
195	133.80			
196	134.40			
197	135.00			
198	135.60			
199	136.20			
200	136.80			
201	137.40			
202	138.00			
203	138.60			
204	139.20			
205	139.80			
206	140.40			
207	141.00			
208	141.60			
209	142.20			
210	142.80			
211	143.40			
212	144.00			
213	144.60			
214	145.20			
215	145.80			
216	146.40			
217	147.00			
218	147.60			
219	148.20			
220	148.80			
221	149.40			
222	150.00			
223	150.60			
224	151.20			
225	151.80			
226	152.40			
227	153.00			
228	153.60			
229	154.20			
230	154.80			
231	155.40			
232	156.00			
233	156.60			
234	157.20			
235	157.80			
236	158.40			
237	159.00			
238	159.60			
239	160.20			
240	160.80			
241	161.40			
242	162.00			
243	162.60			
244	163.20			
245	163.80			
246	164.40			
247	165.00			
248	165.60			
249	166.20			
250	166.80			
251	167.40			
252	168.00			
253	168.60			
254	169.20			
255	169.80			
256	170.40			
257	171.00			
258	171.60			
259	172.20			
260	172.80			
261	173.40			
262	174.00			
263	174.60			
264	175.20			
265	175.80			
266	176.40			
267	177.00			
268	177.60			
269	178.20			
270	178.80			
271	179.40			
272	180.00			
273	180.60			
274	181.20			
275	181.80			
276	182.40			
277	183.00			
278	183.60			
279	184.20			
280	184.80			
281	185.40			
282	186.00			
283	186.60			
284	187.20			
285	187.80			
286	188.40			
287	189.00			
288	189.60			
289	190.20			
290	190.80			
291	191.40			
292	192.00			
293	192.60			
294	193.20			
295	193.80			
296	194.40			
297	195.00			
298	195.60			
299	196.20			
300	196.80			
301	197.40			
302	198.00			
303	198.60			
304	199.20			
305	199.80			
306	200.40			
307	201.00			
308	201.60			
309	202.20			
310	202.80			
311	203.40			
312	204.00			
313	204.60			
314	205.20			
315	205.80			
316	206.40			
317	207.00			
318	207.60			
319	208.20			
320	208.80			
321	209.40			
322	210.00			
323	210.60			
324	211.20			
325	211.80			
326	212.40			
327	213.00			
328	213.60			
329	214.20			

Technician Trade Title, the Association, McWilliams, and Homestead request that IDOL establish separate prevailing wage classifications for “Electrician Apprentice” and “Communication Technician Apprentice” in each Affected County.

29. The appropriate apprentice classifications should track the IBEW Agreements attached as Group Exhibit A, Group Exhibit C, and the Rate Sheet benchmarks, including those detailed in Paragraph 11 and 24 above.

30. The IBEW Agreements attached as Group Exhibit A and C provide specific wage and fringe benefit benchmarks for each apprentice progression level. Those benchmarks should be used to establish the prevailing wage rates for the Apprentice Electrician and Apprentice Communication Technician Trade Titles.

31. The creation of separate apprentice classifications is consistent with the Department’s practice of recognizing distinct classification titles and progression levels where such distinctions are established by a Prevailing CBA.

32. Because the Association and its member contractors, including McWilliams and Homestead, satisfy the thirty percent (30%) standard under Section 4, the IBEW Agreements attached as Group Exhibit A and C’s apprentice rates should be deemed prevailing for the Apprentice Electrician and Apprentice Communication Technician Trade Title in the Affected Counties.

PRAYER FOR RELIEF & REQUEST FOR HEARING

33. The Association, McWilliams, and Homestead request that the Department order and convene a hearing pursuant to Sections 4 and 9 of the Illinois Prevailing Wage Act.

34. At hearing, the Petitioners will present evidence establishing that the IBEW Agreements attached as Group Exhibit A and Group Exhibit C are the Prevailing CBA for the Electrician and Communication Technician Trade Titles in the Affected Counties, that the Association and its member employers satisfy Section 4’s thirty percent (30%) standard, and that the IBEW Agreements attached

as Group Exhibit A and Group Exhibit C contain binding apprentice wage and fringe benefit rates that should be certified and published by IDOL.

WHEREFORE, for the reasons set forth above, Petitioners respectfully request that the Department:

- A. Accept these written objections as timely filed under Sections 4 and 9 of the Illinois Prevailing Wage Act;
- B. Grant the Petitioners' request for hearing;
- C. Determine that the IBEW Agreements attached as Group Exhibit A and Group Exhibit C are the applicable prevailing collective bargaining agreement for the Electrician and Communication Technician Trade Titles in the applicable Affected Counties;
- D. Determine that the apprentice Electrician and apprentice Communication Technician wage rates and fringe benefit contributions established by the IBEW Agreements attached as Group Exhibit A and Group Exhibit C are prevailing rates under Section 4 of the Act;
- E. Amend the July 15, 2026 prevailing wage schedules to include the apprentice Electrician and apprentice Communication Technician wage and fringe benefit rates established by the IBEW Agreements attached as Group Exhibit A, Group Exhibit C, and the Rate Sheets in the Affected Counties; and/or
- F. Alternatively, establish and publish separate "Electrician Apprentice" and "Communication Technician Apprentice" Trade Titles using the graduated wage and fringe benefit structure set forth in the IBEW Agreements attached as Group Exhibit A, Group Exhibit C, and the Rate Sheets; and
- G. Grant such other and further relief as the Department deems just and proper.

Dated: August 14, 2026

Respectfully submitted,

Northeastern Illinois Chapter of the National Electrical
Contractors Association (the "Association"),
McWilliams Electric Co., Inc., and Homestead
Electrical Construction, LLC

By:

A handwritten signature in black ink that reads "Christina K. Wernick". The signature is written in a cursive style with a vertical line to the left of the text.

One of Their Attorneys
Christina K. Wernick
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that she caused the foregoing Written Objections and Request for Hearing Under Sections 4 and 9 of the Illinois Prevailing Wage Act to be hand delivered on this 17th day of August 2026, and which were previously delivered via U.S. and electronic mail on August 14th, upon the following:

Jane R. Flanagan
Director of Labor
Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
Chicago, Illinois 60601
Jane.Flanagan@illinois.gov

Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
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cc:
IDOL Hearings Department
Illinois Department of Labor
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IDOL Prevailing Wage Act
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—


Christina K. Wernick

**STATE OF ILLINOIS - DEPARTMENT OF LABOR
115 S. LASALLE STREET, 37th Floor
CHICAGO, ILLINOIS 60601**

IN THE MATTER OF:	)	
	)	
ILLINOIS CHAPTER, NATIONAL	)	
ELECTRICAL CONTRACTORS	)	
ASSOCIATION, INC., WEBER ELECTRIC,	)	State File No. 2027-H-CC08-2368
INC., WILCOX ELECTRIC & SERVICE, INC.,	)	
F.W. ELECTRIC, INC., GLESCO ELECTRIC,	)	
INC., REMCO ELECTRICAL CORP., CAMP	)	
ELECTRIC AND ENGINEERING SERVICES,	)	
P.C., PALS ELECTRIC, INC. and PYRAMID	)	
ELECTRICAL CONTRACTORS, INC.,	)	
	)	
Objectors,	)	
	)	
v.	)	
	)	
JANE FLANAGAN, Director of the	)	
Illinois Department of Labor, and the	)	
ILLINOIS DEPARTMENT OF LABOR	)	
	)	
Respondents.	)	

CERTIFICATE OF SERVICE

I certify that on September 22, 2026, I served the foregoing *Petitioning Intervenors EIL-NECA and NEIL-NECA's Response to IBEW Local 197's Motion in Opposition to Petition* in State File No. 2027-H-CC08-2368 via email addressed to each party or party's agent at the respective email address shown below:

Via Email:

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Illinois Department of Labor
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ADMINISTRATIVE LAW JUDGE O'MEARA:

Honorable John O'Meara
Administrative Law Judge
Illinois Department of Labor
115 S. LaSalle Street, 37th Floor
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DOL.Hearings@Illinois.gov

INTERVENORS

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Downstate IL Laborers Dist. Council
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/s/ Christina K. Wernick
One of EIL-NECA and NEIL-NECA's Attorneys

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