

STATE OF ILLINOIS, DEPARTMENT OF LABOR

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IN THE MATTER OF:

ILLINOIS CHAPTER, NATIONAL  
ELECTRICAL CONTRACTORS  
ASSOCIATION, 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.,

STATE FILE: 2027-H-CC08-2368

OBJECTORS,

v.

JANE R. FLANAGAN, DIRECTOR of the  
ILLINOIS DEPARTMENT OF LABOR, THE  
ILLINOIS DEPARTMENT OF LABOR,

RESPONDENTS.

**PETITION TO INTERVENE**

Petitioners Tim Sprout, a member and Business Manager of the International Brotherhood of Electrical Workers, Local Union No. 34, AFL-CIO, and the International Brotherhood of Electrical Workers, Local Union No. 34, AFL-CIO ("Local 34"), by and through their undersigned attorneys, submits their Petition to Intervene in the above-captioned matter, and in support state as follows:

1. Tim Sprout is a member of Local 34. He is also the elected Business Manager.
2. Local 34 is a labor organization with its principal office in Bartonville, Illinois serving as exclusive representative of individuals performing work as Electricians and as Electronic Systems Techs on prevailing wage projects throughout various counties, including the

counties of Henderson, Warren, Knox, Stark, Marshall, Woodford, Hancock, McDonough, Fulton, Peoria, Tazewell, Adams, Brown, Schuyler, and Mason.

3. Local 34 is signatory to the South-Central Illinois Telecommunication Agreement (“SCIT Agreement”) which establishes wage rates and fringe benefit contributions for Telecommunications workers in Local 34’s jurisdiction.

4. Pursuant to Section 3 of the Illinois Prevailing Wage Act (the “Act”), 820 ILCS 130/3, the general prevailing rate of hourly wages for work of a similar character on public works in the locality shall be paid to all laborers, workers and mechanics engaged in the construction or demolition of public works.

5. On or about August 14, 2026, the Illinois Chapter, National Electrical Contractors Association (“NECA”) alongside several electrical contractor companies filed objections (“Objection”) with the Illinois Department of Labor (“Department”) to request the Department to ascertain and publish different prevailing rates for apprentices for the Electrician and Telecommunications classifications covered under the Inside Labor and SCIT Agreements, pursuant to Sections 4 and 9 of the Act. The objections are State File No. 2027-H-CC08-2368.

6. Section 120.320(a)(1) of Title 56 of the Illinois Administrative Code states that a party may intervene in a Section 9 hearing in the following circumstances: “(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.”

7. Pursuant to Section 9 of the Act, “any interested objectors may ... introduce such evidence as is material to the issue.”

8. By way of background, for years the Illinois Department of Labor took the position that apprentices on public works must be paid full journeyman fringes. It posted the requirement on a FAQ on its website and found violations for not paying full fringes.

9. Local 34 has supported that requirement and has in the past been involved in at least one complaint against a contractor for failure to pay apprentices full fringes.

10. The recent amendments to the state Prevailing Wage law merely codify that lawful position for clarity.

11. Also by way of background, for years the Department of Labor has, pursuant to the Act, published prevailing wage schedules for counties and portions thereof setting wage and benefit amounts for various classifications, such as electrician, pipefitter, and sheet metal worker. Those schedules list journeyman wage and benefit amounts. The schedules do not include any separate apprentice classifications at different wage and/or benefit amounts.

12. In its Objections, NECA claims that prevailing wage schedules should include apprentice classification with fringe benefit rates as set forth in the CBA.

13. It appears that NECA, by its Objection, seeks to avoid or negate the specific, express, and lawful requirement in the state Prevailing Wage law that apprentices be paid full journeyman annualized fringe benefits by requiring the Department to publish schedules with separate apprentice classifications with less than 100% fringe amounts.

14. If the NECA Objection is successful, contractors could pay Local 34's apprentices less than full fringes on prevailing wage jobs, thereby reducing apprentice compensation.

15. Local 34 moves to intervene to protect its interests and members' interests.

16. While Local 34 is not specifically named in the Objection, Local 34 is party to the SCIT Agreement and NECA's objection could affect rates under that CBA.

17. Local 34 will be adversely affected by a final order in NECA's favor in this proceeding in that such an order would undercut wages and benefits due to employees which Local 34 represents, and damage the livelihoods of those employees, and thereby undermine Local 34's status as their representative and its goal of obtaining for members higher compensation whether by law or bargaining. NECA's Objection also seeks to use the labor agreements to impose a lesser rate which the law may supersede.

18. Furthermore, because NECA's Objection specifically seeks to alter the prevailing wage based on the SCIT CBA, Local 34 is a necessary party to this proceeding. NECA relies on the SCIT collective bargaining agreement which Local 34 is party to.

19. Finally, as set forth above, there is a common question of law and fact that must be resolved prior to ruling on NECA's Objection. Local 34 intends to defend the requirement which NECA attacks – that apprentices receive full fringes. Further, there are common questions of fact, including the SCIT collective bargaining agreement which Local 34 is party to.

20. Local 34's motion is timely, by the September 2 deadline for motions.

21. Permitting Local 34 to intervene will not cause undue delay or prejudice and will result in a full and fair resolution of the issues.

WHEREFORE, Local 34 respectfully requests the Administrative Law Judge enter an Order granting this Petition to Intervene and for such other relief deemed appropriate and just.

Respectfully submitted,

Tim Sprout, a member and Business Manager of the  
International Brotherhood of Electrical Workers,  
Local Union No. 34, AFL-CIO, and the  
International Brotherhood of Electrical Workers,  
Local Union No. 34, AFL-CIO

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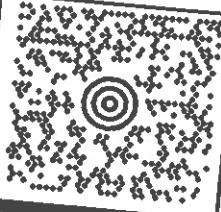
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