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March 27, 2023

***Via FedEx – Overnight Delivery,
Electronic Mail to jane.flanagan@illinois.gov
And Facsimile to (217) 782-0596***

Jane R. Flanagan, Director
Illinois Department of Labor
524 S. 2nd Street, Suite 400
Springfield, IL 62701

**RE: Skilled Computer Resources Corp., d/b/a Comm Squad’s 820 ILCS § 130/9
Objections to the Illinois Department of Labor’s March 1, 2023 Prevailing
Wage Schedule—and Demand for Section 9 Hearing**

Dear Director Flanagan:

Our firm represents Skilled Computer Resources Corp., d/b/a Comm Squad (an Illinois Corporation), (hereinafter “Petitioner”). This letter constitutes the Petitioner’s written notice of their objections to the Illinois Department of Labor’s March 1, 2023 Prevailing Wage Schedule and determinations made thereto with respect to the classification of Electrical Systems Technician.

More specifically, Petitioner disputes the Department’s current Prevailing Wage Schedule of Electrical Systems Technician classification on the grounds that the Schedule sets forth an erroneous broad and overriding exclusion for life safety and fire alarm system work in the Electrical Systems Technician classification. This notice is submitted and filed pursuant to 820 ILCS §§ 130/4 and 130/9.

By way of background, Petitioner is a member of National Electrical Contractor Association & South-Central Illinois Telecommunications Council (“Association”). The Association represents various contractors that perform electrical and telecommunication traffic safety work on public works projects in and throughout Central and Southern Illinois. The Petitioner regularly transacts business and performs telecommunications work on public works projects throughout Central and Southern Illinois. The Association is party to a collective bargaining agreement (hereinafter referred to as the “CBA”) with a coalition of IBEW Local Unions (Local Nos. 34, 146, 193, 197, 309, 538, 601, 649, and 702, hereinafter referred to as the “Local Unions”). The CBA contains the Local Unions’ wage rate sheets that specifies the wages and benefits to be paid to individuals in the Installer Technician classification. It is this CBA and the wage rate sheets that, *inter alia*,

helps to establish the prevailing wage determination for the work performed by electrical technicians in the Central-Southern Illinois region.

Of particular importance to this objection, the “SCOPE” section of the CBA that clearly and unequivocally states that the Electrical Systems Technicians rate shall apply to the installation of fire alarm systems with two narrow and limited exceptions, which are: (1) The project involves new or major Building Trades construction, or (2) the conductors for the fire alarm or nurse call are installed in conduit. See, Attachment.

The Department recognized the classification of Electrical Systems Technician in the Central and Southern Illinois counties in the March 1, 2023 Prevailing Wage Schedule and determinations because the majority of workers performing this work have historically been covered by collective bargaining agreements with the Local Unions and Association identified above. In particular, a majority of these workers have been directly employed by members of the Association, including, but not limited to, the Petitioner. However, the Department’s Schedule fails to recognize that the applicable CBA specifically includes installation of fire alarm systems in the telecommunications Electrical Systems Technician classification with the two narrow and limited exceptions noted above. Despite the clear and unambiguous language in the CBA and applicable area standards in the Central and Southern Illinois counties, the Department erroneously excluded all fire alarm installation work from the telecommunications Electrical Systems Technician classification.

As there is no question that the applicable CBA recognizes that most fire alarm installation work falls squarely under the telecommunications Electrical Systems Technician classification, there can also be no dispute that the Department’s Prevailing Wage Schedule should be revised to remove the erroneous and overly broad exclusion of all fire alarm installation work. This is particularly so because the Department has historically looked to applicable CBAs when establishing Prevailing Wage Schedules, and because the Illinois Prevailing Wage Act favors deferral to applicable CBAs with respect to establishing prevailing wage rates and job titles.

Indeed, pursuant to 820 ILCS § 130/4, “[t]he prevailing rate of wages paid to individuals covered under this Act shall not be less than the rate that prevails for work of a similar character on public works in the locality in which the work is performed *under collective bargaining agreements or understandings between employers or employer associations and bona fide labor organizations relating to each craft or type of worker or mechanic needed to execute the contract or perform such work, and collective bargaining agreements or understandings successor thereto*, provided that said employers or members of said employer associations employ at least 30% of the laborers, workers, or mechanics in the same trade or occupation in the locality where the work is being performed.” (italics added.)

The Petitioner asserts that they, and the other employers of the Association they each belong to, are covered by the prevailing area-wide CBA for telecommunications Electrical System Technicians, and that the Petitioners employ workers under the CBA that perform work throughout Central and Southern Illinois. However, the Department’s March 1, 2023 Prevailing Wage

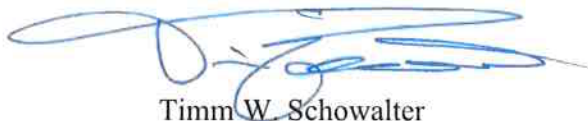
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Schedule for each of the Central and Southern Illinois counties ignores the clear language of the CBA and area standards and excludes all fire alarm installation work from the Electrical Systems Technician classification.

Because the Department's current Prevailing Wage Schedule improperly excludes all fire alarm installation work from Electrical Systems Technician classification – and because the Schedule fails to recognize the proper wage and fringe benefits that should be paid to an Electrical Systems Technician for fire alarm installation work, the Department's Schedule should be revised to comply with the CBA in all material respects.

Thank you for your attention to this matter. Please contact me to discuss any further questions you may have, and to schedule a date for the Section 9 Administrative Hearing.

Very truly yours,



Timm W. Schowalter

TWS/ab

Attachment

cc: IDOL Hearings Department (via E-mail: DOL.Hearings@illinois.gov)
Mr. Mitch Cosgrove (via E-Mail: Mitch.Cosgrove@Illinois.gov)



**SOUTH-CENTRAL ILLINOIS
TELECOMMUNICATIONS
AGREEMENT**

BY AND BETWEEN

**CENTRAL ILLINOIS CHAPTER
&
ILLINOIS CHAPTER**

of the

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

and

SOUTH-CENTRAL ILLINOIS TELECOMMUNICATIONS COUNCIL,

of the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

FOR THE PERIOD OF

SEPTEMBER 1, 2021 to AUGUST 31, 2025

**South-Central Illinois Telecommunications Agreement By and Between
The Central Illinois Chapter, NECA and the Illinois Chapter, NECA
and
The South-Central Illinois Telecommunication Council (SCITC)
International Brotherhood of Electrical Workers**

Agreement by and between the Central Illinois Chapter and the Illinois Chapter of the National Electrical Contractors Association and Local Union Numbers #34, #146, #193, #197, #309, #538, #601, #649, and #702, IBEW.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement and all approved addenda thereto.

Conditions relevant to a specific geographic area shall be negotiated and made part of this Agreement as Addenda. Addendum language shall take precedence, provided such Addendum has been approved, the same as this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the aforementioned signatory NECA Chapters and the term "Union" shall mean the signatory IBEW Unions as listed above.

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

BASIC PRINCIPLES

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

SCOPE

The work covered by this Agreement shall include the installation, initial field programming*, testing, service, repair, and maintenance, of the following systems which utilize the transmission and/or transference of voice, data, sound, vision or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, internet protocols intrinsic to the scope of work described in Section A below, [such as voice over internet protocol (VoIP)] inventory control systems, microwave transmission, multi-media, multiplex, radio page, school intercom and sound, burglar alarms and low voltage master clock systems. These systems include devices or components utilizing voltages up to 96 volts. Employees working under the terms of this agreement may install components or devices integral to the covered systems that plug in to standard electrical outlets.

* IBEW members should perform the initial programming of any system whenever members qualified/certified to do so are available.

A. THIS AGREEMENT SPECIFICALLY INCLUDES:

1. Sound and Voice Transmission/Transference Systems

- a. Background-foreground music
- b. Intercom and telephone interconnect systems
- c. Telephone systems
- d. Radio page systems
- e. School intercom and sound systems
- f. Low-voltage master clock systems
- g. Multi-media/multiplex systems
- h. Sound and musical entertainment systems
- i. RF Systems
- j. Antennas and Wave Guide
- k. Nurse Call Systems (Exceptions, Scope Section B, #5.)
- l. Fire Alarm Systems (Exceptions, Scope Section B, #5.)

2. Television and Video Systems

- a. Television monitoring and surveillance systems
- b. Video security systems
- c. Video entertainment systems
- d. Video educational systems
- e. Microwave transmission systems
- f. CATV and CCTV
- g. Satellite Systems (Excluding Towers)

3. Security Systems

- a. Perimeter security systems
- b. Vibration sensor systems
- c. Card access systems
- d. Access control systems
- e. Sonar/Infrared monitoring equipment
- f. Burglar Alarm Systems

4. Communications Systems That Transmit or Receive Information And/or Control Systems That Are Intrinsic to the above Listed Systems (In the Scope)

- a. SCADA (Supervisory Control and Data Acquisition)
- b. PCM (Pulse Code Modulation)
- c. Inventory Control Systems
- d. Digital Data Systems
- e. Broadband and Baseband and Carriers
- f. Point of Sale Systems
- g. VSAT Data Systems
- h. Data Communication Systems
- i. RF and Remote Control Systems
- j. Fiber Optic Data Systems
- k. Voice and Data Infrastructure and Backbone
- l. Installation of all Innerduct

B. THIS AGREEMENT SPECIFICALLY EXCLUDES THE FOLLOWING WORK:

1. Raceway systems are not covered under the terms of this Agreement with the following exceptions: Ladder-Rack, conduit stubs, wiremold, chases and/or nipples not to exceed fifteen (15) feet in length when used for the purposes of the above listed scope, may be installed on open wiring systems.
2. Energy management systems.
3. Life Safety Systems (all buildings having floors located more than 75 feet above the lowest floor level having building access) shall be excluded from this Agreement unless the parties in any area signatory to the Addendum mutually agree that the Sound and Communications portion only of a Life Safety Systems may be performed under this Agreement.
4. SCADA (Supervisory Control and Data Acquisitions) where not intrinsic to the above listed systems (in the scope).
5. Fire Alarm Systems and Nurse Call Systems, when installed in raceways (including wire and cable pulling), shall be performed at the equivalent current inside wage and fringe rate in those areas where the work is historically performed by Journeyman Wiremen when either of the following two (2) conditions apply:
 - a. The project involves new or major remodel Building Trades construction.
 - b. The conductors for the fire alarm or nurse call are installed in conduit.

In those areas where fire alarm systems have historically not been performed by Inside Journeymen Wiremen, such work may be performed under this Agreement.

ARTICLE I EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

Section 1.01 – Effective Date - This Agreement shall take effect September 1, 2021, and shall remain in effect until August 31, 2025, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September first (1st) through August thirty-first (31st) each year, unless changed or terminated in the way later provided herein.

Section 1.02 - Changes -

- a. Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration 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