

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HENKELS & McCOY, INC.

And

LOCAL UNION NO. 702,  
IBEW

Covering Utility, Commercial and Electrical  
Underground Outside Power Work including High  
Voltage Pipe Type Cable Work in the Illinois and  
Missouri Jurisdiction of the Local Union and Outside  
and Utility work on the properties of Vectren  
Corporation (SIGECO), State of Indiana.

Effective

07/02/18 through 12/31/21

Effective Dates

**07/02/2018 – 12/31/2021**

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**HENKELS & McCOY, INC.,**  
**And L.U. 702, IBEW 07/02/18 - 12/31/21**  
AGREEMENT BETWEEN HENKELS & McCOY, INC., AND  
LOCAL UNION NO. 702, IBEW, COVERING UTILITY, COMMERCIAL AND  
ELECTRICAL UNDERGROUND OUTSIDE POWER WORK INCLUDING  
HIGH VOLTAGE PIPE TYPE CABLE WORK IN THE ILLINOIS AND  
MISSOURI JURISDICTION OF THE LOCAL UNION AND OUTSIDE AND  
UTILITY WORK ON THE PROPERTIES OF VECTREN CORPORATION (SOUTHERN  
INDIANA GAS AND ELECTRIC COMPANY), STATE OF INDIANA

**FIRST CLAUSE**

Agreement by and between **HENKELS & McCOY, INC.**, and Local Union No. 702, IBEW. As used hereinafter in this Agreement, the term "Employer" shall mean **HENKELS & McCOY, INC.**, and the term "Union" shall mean Local Union No. 702, IBEW.

**PURPOSE**

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Contractors, the Union and the Public. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I**

EFFECTIVE DATES -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01: This Agreement shall take effect **July 2, 2018**, and shall remain in effect until **December 31, 2021**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from July through June of each year, unless changed or terminated in the way later provided herein.

NOTICE OF CHANGES

Section 1.02: (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety days prior to the anniversary date.

(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 negotiation 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 may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the American Arbitration Association. Selection of the Arbitrator from the list provided by the American Arbitration

Association shall be carried out in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties to this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

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

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

#### AMENDMENTS

Section 1.03: This Agreement shall be subject to amendment or supplement at any time by mutual consent of the parties hereto. Any such amendment or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and approved by the International Office of the Union, the same as this Agreement.

#### STATUS DURING DISPUTES

Section 1.04: There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

#### LABOR-MANAGEMENT COMMITTEE

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

#### GRIEVANCES -- DISPUTES

Section 1.06: All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within forty-eight 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.

## ARBITRATION

Section 1.08: Should the Labor-Management Committee fail to agree or to adjust any matter, such shall be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the American Arbitration Association. Selection of the arbitrator from the list provided by the American Arbitration Association shall be carried out in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties to this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

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

## ARTICLE II FAVORED NATIONS CLAUSE

Section 2.01: The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the electrical contracting industry, on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

## 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 his work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number as well as the person who will act as foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

## UNION SECURITY

Section 2.03: All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later. The Union shall notify the Employer of any individual who fails to comply with the provisions of this Section and such written notice shall constitute a request to the Employer to discharge said individual workman within forty-eight hours for a failure to remain in continuous good standing in the Union in accordance with its rules. The Union agrees to hold Employer harmless from any cause of action arising from such a discharge.

## VIOLATION AND SUBCONTRACTING

Section 2.04: The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

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

## INSURANCE

Section 2.05: For all employees covered by this Agreement, the Employer shall carry worker's compensation insurance with a company authorized to do business in Indiana, Missouri or Illinois, social security and such other protective insurance as may be required by the laws of Indiana, Missouri or Illinois and shall furnish satisfactory proof of such to the Union if requested. He shall also make payments to the Indiana, Missouri or Illinois Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

## OTHER LOCAL UNION SUPPORT

Section 2.06: The Union shall have the right to support any other Local Union having justifiable trouble with the Employer, subject to the terms of this Agreement.

## NON-RESIDENT EMPLOYEES

Section 2.07: An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, 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 Employer, is subject to review, modification, or rescission by arbitration as previously set forth.

## SUBSTANCE ABUSE

Section 2.08: 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 interest of privacy and confidentiality. To provide a drug-free workforce, for the Electrical Construction Industry, each IBEW local union and Employer shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and Employer. 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 Employer to meet the requirements of those laws and regulations. Employees shall adhere to the Drug and Alcohol Programs of the Employer, adherence to which is a continuing condition of employment. If a customer of Employer utilizes a drug and alcohol program with more stringent standards, adherence to the more stringent standards becomes a continuing condition of employment. **This section shall also apply to customer or owner mandates that require drug testing outside of the DOT requirements.**

## CODE OF EXCELLENCE

Section 2.09: 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 Employer shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and Employer.

## ARTICLE III

### REFERRAL PROCEDURE

Section 3.01: In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 3.02: The Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 3.03: The Employer shall have the right to reject any applicant for employment.

Section 3.04: The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such



selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure.

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

#### CLASSIFICATION A - JOURNEYMAN LINEMAN/JOURNEYMAN TECHNICIAN

**GROUP I** All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union unless and until the applicant designates another local union as his or her Group I local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group I local union, the business manager of the new Group I status local union shall by electronic means notify the business manager of the applicant's former Group I status local union.

**GROUP II** All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee.

**GROUP III** All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last two and one-half (2-1/2) years in the geographical area covered by the collective bargaining agreement.

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

## CLASSIFICATION B - HEAVY EQUIPMENT OPERATOR

- GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.
- GROUP II All applicants for employment who have experience in the trade and have passed an examination pertaining to the classification given by a duly constituted Outside Construction Local Union of the IBEW.
- GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.
- GROUP IV All applicants for employment who have worked at the trade for more than one (1) year.

## CLASSIFICATION C - GROUNDMAN - TRUCK DRIVER

- GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.
- GROUP II All applicants for employment who have worked in the trade for more than one (1) or more year.
- GROUP III All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.
- GROUP IV All other applicants for employment.

## TEMPORARY EMPLOYEES

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

Section 3.07: The Employer shall notify the Business Manager promptly of the names and Social Security numbers of such "temporary employees" and shall replace such "temporary employees" as soon as registered applicants for employment are available under the Referral Procedure.

## DEFINITIONS

Section 3.08: "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

### ILLINOIS:

Beginning at the Mississippi River at the north side of Renault Township running northeasterly to the northwest of Randolph County (All of Randolph County, with the exception of Red Bud Township) and then east to the southwest corner of Marissa Township, then north to the northwest corner of Marissa Township, then east to the southwest corner of Johannsburg Township, then north to the southwest corner of Venedy Township, then east to the southwest corner of Covington Township, then north to the southwest corner of Wade Township, then east to the southwest corner of Huey Township, then north to Irish Town, then west to the southwest corner of Irish Town, then north to the southwest corner of South Fillmore Township, then east to the west boundary of Shafter Township, then south to the northwest corner of Bear Grove, then east to the Southwest corner of Sharon, then north to the southwest corner of Ramsey, then east to the southwest corner of Moccasin, then north to the northwest corner of Holland, then east to Prairie, then north to Sullivan, then east on the north side of Windsor, Whitley, Mattoon, Lafayette, Charleston, Ashmore, Kansas, Grand View, Symmes and Elbridge to the east state line, then south following the Wabash and Ohio rivers to Cairo and northwest on the Mississippi to the northwest corner of Renault Township.

### INDIANA:

Beginning at Evansville in Vanderburg County, follow the Ohio River to Mt. Vernon in Posey County, follow the Ohio River to where the Wabash River empties into the Ohio River, then north following the Wabash River to New Harmony in Posey County, go northeast to King Station in Gibson County, then east to Oakland City, then northeast to Winslow in Pike County, then east to Jasper in Dubois County, then east to Celestine in Dubois County, then southeast to Bristow in Perry County, then south to Cannelton, then northwest following the Ohio River in Tell City in Perry County, then west following the Ohio River to Rockport in Spencer County, then southwest following the Ohio River to Newburgh in Vanderburg County and then west following the Ohio River back to Evansville in Vanderburg County.

## MISSOURI:

Madison, Bollinger, Cape Girardeau, Wayne, Stoddard, Scott, Mississippi, New Madrid, Pemiscot, Dunklin, and Butler Counties.

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

Section 3.09: "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 3.10: An "Examination" shall include experience rating tests if such examination shall have been given prior to the date of this procedure, but from and after the date of this procedure, shall include only written and/or practical examinations given by a duly constituted Outside Construction Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has three and one-half (3-1/2) years' experience in the trade.

Section 3.11: The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

## RE-REGISTRATION

Section 3.12: An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the list.

Section 3.13: An applicant who is hired and who receives, through no fault of his own, work of forty hours or less shall, upon re-registration, be restored to his appropriate place within his Group.

Section 3.14: A. Employer shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group.

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 (3) business days, review the qualifications of the applicant and the reasons for

the discharges. The neutral member of the Appeals Committee may, in his or her sole discretion: (1) require the applicant to obtain further training from the JATC before again being eligible for referral; (2) disqualify the applicant for referral for a period of four weeks or longer depending on the seriousness of the conduct and/or repetitive nature of the conduct; (3) refer the applicant to an employee assistance program, if available, for evaluation and recommended action; or (4) restore the applicant to his/her appropriate place on the referral list.

Section 3.15: 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 his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.
- B. The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 3.16: 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 3.17: 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 3.04 through 3.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 3.18: 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 3.19: 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 Employer who are parties to this Agreement.

Section 3.20: Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Outside Area Training Agreement.

#### **ARTICLE IV**

##### **HOURS OF WORK AND DAILY TRAVEL TIME**

Section 4.01: (a) Eight hours shall constitute a regular days' work between the hours of 8:00 a.m. and 5:00 p.m. with an hours' intermission for lunch, except as modified below, and forty

hours shall constitute a regular work week from Monday through Friday. Crews will report at headquarters and be ready to leave for site of work at 8:00 a.m. and the Employer agrees to pay employees for time elapsed between 8:00 a.m. and the time at which they are returned to headquarters, not including the lunch period. The employees will work until 12:00 noon and the Employer will then provide transportation for employees to the nearest town where meals can be purchased. The daily eight (8) hour work schedule may be modified with the approval of both the Employer and the Union. Crews may not start their regular work before 7:00 A.M. and the regular day's work shall end no later than 5:00 P.M.

#### FOUR TEN-HOUR WORK WEEK

(b) The four (4) ten (10) hour day work schedule may be worked Monday through Thursday (Tuesday through Friday in the event a holiday is celebrated on Monday) or a Tuesday through Friday (Monday through Thursday in the event a holiday is celebrated on Friday) with prior approval of the Employer and the Union. If the parties agree to work the four ten-hour workweek, the following shall apply:

- (1) Ten (10) consecutive hours shall constitute a days work between the hours of 7:00 A.M. and 5:30 P.M. One-half (1/2) hour shall be set aside for an unpaid lunch period five (5) hours after the normal starting time.
- (2) Friday may be used as a make-up day when the scheduled workweek was interrupted and time lost of seven (7) hours or more was incurred. All crew members shall report when a majority of the crew agrees the Friday shall be utilized as the make-up day. Friday or the following Monday for those working Tuesday through Friday maybe used as a make-up day.
- (3) In the event that Friday or the following Monday qualifies as a make-up day, the parties hereby agree that said Friday or Monday will be scheduled as the make-up day and the Employer agrees to schedule work to fulfill at least the lost time incurred. Pay for this make-up work will be paid at the straight time rate of pay.
- (4) If inclement weather should cause work on the make-up day to be curtailed, the employee shall receive not less than three (3) hours reporting time.

Section 4.02: The trucks will leave town at 12:45 p.m. to deliver men to the work site. It is agreed that the Employer will not be required to pay any additional time for hauling men to and from lunch. In the event that employees are not able to return and be ready to resume their duties by 1:00 p.m., they shall work the necessary time after 5:00 p.m. required to complete four hours actual working time (including their return to headquarters) at the straight time rate of pay. In case of inclement weather, the employees will be paid for actual working time only.

Section 4.03: If the majority of the crew members involved so desire, they can, by mutual consent of the Employer and the Local Union, elect to carry lunch and limit their lunch period to thirty minutes and in such event, the crews shall be returned to headquarters by 4:30 p.m.

## SHIFT WORK

Section 4.04: When so elected by the contractor, multiple shifts of at least five days duration may be worked. When two or three shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus ten percent (10%) for seven and one-half (7 ½) hours' work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus fifteen percent (15%) for seven (7) hours' work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half times the "shift" hourly rate. There shall be no pyramiding of overtime rates and double the straight time rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

## MEALS FURNISHED

Section 4.05: Employees required to work six (6) consecutive hours shall be furnished a meal in a safe and consumable condition with an additional meal after each succeeding five (5) hour period, beginning at the end of the previous meal. Pay at applicable rates shall continue through such meal periods. Time spent eating meals will count when considering consecutive hours. Any meal not provided by the Employer shall be reimbursed at \$19.00 for each meal, no receipt required. Time or pay in lieu of missed meals will not be permitted. **At the request of the customer on scheduled overtime, on projects that would allow crews to work more than two hours past the quitting time on scheduled overtime, the \$19.00 meal allowance shall not apply. This language does not apply to emergency or storm work.**

## OVERTIME AND HOLIDAYS

Section 4.06: Time and one-half will be paid for all time worked in excess of the regular working day and Saturdays; double time will be paid for all work done on Sundays and the following legal holidays: New Year's Day, Memorial Day, Fourth of July, Veterans Day, Thanksgiving Day, Labor Day, Christmas Day or days celebrated as such, and when a National holiday falls on Sunday, Monday shall be observed as the holiday. When a National holiday falls on a Saturday, then Friday will be observed as the holiday.

## STORM DAMAGE

Section 4.07: (a) When men are working on damage caused by an act of God to public utility lines or equipment, workmen shall be paid the applicable rates (5-8 and 4-10 scheduled workday shall apply) for the first thirteen (13) consecutive hours and at double time for all work over thirteen (13) consecutive hours unless broken by an eight (8) hour rest period. After each eight (8) hour rest period, men returning to work shall be paid at the applicable rates. For the

purpose of administering the overtime period and rest period, the first eight (8) hours or ten (10) hours worked of the normal workday shall be considered as part of the thirteen (13) consecutive hours, unless broken by a continuous eight (8) hour period.

(b) Storm work performed when it is raining, at the request of the customer, during the normal work day, Monday through Friday, between the hours of 8:00 AM and 4:30 PM, or Monday through Thursday or Tuesday through Friday 7:00 AM and 5:30 PM, shall be paid at the time and one-half (1½) rate.

**(c) Any meal not provided by the employer shall be reimbursed at \$19.00 for each meal; no receipt required.**

#### GROUNDMAN-EQUIPMENT OPERATOR

Section 4.08: Groundman-Equipment Operator shall work the same hours as the crews, except they shall work twenty minutes additional each day for which twenty minutes they shall be paid time and one-half for looking after and caring for the truck. This provision shall not apply when no work is performed.

#### CALL OUT

Section 4.09: A minimum of four hours pay at applicable rate shall be paid to employees who report to work at any time other than during the regular workday of a regular workweek. Monday through Friday shall be considered as a regular work week, except the work week may be extended to a six or seven day week when arranged for in advance, in which case the applicable overtime rate of pay will apply. This shall not apply to prearranged work, which continues into a regular workday. Prearranged work shall be any work where the crew is notified prior to the dismissal of the crew at the end of a workday, except on transformer work in a substation or switchyard. Employees will be allowed up to sixty (60) minutes to report to their headquarters for all calls. Time shall end when employees are returned to their headquarters and released.

#### ARTICLE V HEADQUARTERS AND ALLOWANCES

Section 5.01: (a) The Employer shall set up a headquarters where a restaurant or a convenience store with a suitable area for seating, gas station and toilet facilities are available, on a hard surfaced road, that is not more than twenty (20) miles from an incorporated town where suitable living quarters can be obtained by the workmen. The above will not apply when the Employer is paying all expenses on emergency work. This shall not apply while working out of a permanent established office and warehouse.

(b) On substation work, the headquarters shall be the substation site. A suitable place to eat and change clothes shall be provided by the Employer. It shall be heated in the winter and large enough to accommodate employees and their tools.



(c) In the event the Employer is unable to secure a headquarter location as defined above in Section (a) the Union and Employer agrees to discuss an alternative headquarters on a job-by-job basis. In no case will the mutually agreed upon headquarter fall below the minimum standard of Section (b).

Section 5.02: Employees or crews moved during a workweek shall be transported to the new location by the Employer during working hours without loss of pay. Employees will be transported back to original headquarters on company time.

## TOOLS FURNISHED

Section 5.03: Employer shall provide a safe place for temporary storage of employees' tools. In case of theft, only the tools listed on the tool list will be replaced if a proof of loss has been reported to law enforcement authorities. In case of fire, theft or natural disaster the Employer will replace only personal tools listed by the employee and approved by the Employer representative. A complete list of tools will be furnished by the employee and approved Employer representative. The Employer will furnish a tool list form and the employee will be given a copy of their tool list. The employee will be required to update his list of personal tool list for company records for the tools to be eligible for replacement. If requested by the Employer, all Linemen will secure their personal tools and remove such from Employer vehicles and equipment daily.

(a) The Employer, and its duly assigned employees used to manage its operations, shall be responsible for enforcing the provisions of this Section.

(b) Minimum list of tools to be furnished by Linemen shall be as follows (quantity equaling one):

Belt, Body	Screw Driver, Blade, 8 inch
Hammer, 2 lbs	Wrench, Adjustable, 12 inch
Gaffs, Climbing	Strap, Safety
Pliers, Side Cutter 9 inch	
Pliers, Adjustable, 10 inch	
Ruler, 6"	
Knife, Skinning	

(c) Both Employer and employee owned tools, collectively known as "all" tools, will be of high quality, and suitable for the work being performed. The Employer shall furnish tools not listed in this Agreement. Employees will be expected to properly care for tools and/or equipment provided by and issued to employees. Employee and Employer owned tools shall be secured daily.

## ENCLOSED TRUCKS

Section 5.04: When transporting men to and from the job site, the Employer agrees to furnish enclosed trucks with suitable protection from inclement weather and to provide heat when weather conditions require.

## REPORT TIME

Section 5.05: On pre-arranged work, Employees reporting for work before starting time in the morning, when instructed by foreman, shall be paid three hours report time and when told by foreman to report at 1:00 p.m. shall be paid three hours time if unable to work because of inclement weather. Employees so reporting shall do any work assigned under shelter including riding in enclosed trucks and remain available, until released by the foreman.

## JOINT SAFETY COMMITTEE

Section 5.06: A Joint Safety Committee consisting of three representing the Union and three representing the Employer shall be established to review the Safety Rules from time to time. The Committee shall submit its recommendations to the parties signatory to this Agreement. Appendix A, Safety Supplement to this Agreement, shall be recognized by Employer and is made part of this Agreement as though written herein. It shall meet regularly at such times as it may decide, but not less than twice each year. It shall select its own Chairman and Secretary and draw up its own rules of procedure subject to the approval of the parties signatory to this Agreement.

## SAFETY

Section 5.07: It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

## PAYDAY AND WAITING TIME

Section 5.08: The workmen will be paid by **Direct Deposit** on or before quitting time Friday or **Thursday** for all work performed the previous week. Check stubs, when paying by check, or deduction slips, when paying in cash, will show a breakdown of hours and deductions. Any employees not receiving pay by 4:30 p.m. shall receive pay at the prevailing overtime rate until such pay is received. The Employer at his option may close his payroll on Wednesday or Thursday and still pay the men on the Friday of the following week. **Those workers laid off or discharged by the Employer shall have accrued wages paid or direct deposited to them by 4:30pm the next business day. Waiting time as stated above shall be paid until such pay is received.**

## LAYOFFS

Section 5.09: The Employer agrees that when it becomes necessary to release employees because of lack of work that length of service shall be considered.

## WORKING FOREMAN

Section 5.10: When five or less men are required for a job, one journeyman shall be designated as foreman and draw foreman's pay, but he shall be required to work with tools.

## SPECIAL EQUIPMENT

Section 5.11: In the use of special conductor tensioning rigs, the groundman-equipment operator, Class I rate, will be paid to the operator of the motorized pulling device.

## HAULING POLES OR MATERIAL

Section 5.12: A working foreman or a lineman shall accompany the groundman equipment-operator hauling transmission line poles (69 KV and above), tower and substation steel. No equipment operator will be required to distribute material without a lineman.

No man shall be required to haul poles on a public highway without a lineman being present. When an escort vehicle is required, the lineman or working foreman may be used to drive the escort vehicle.

When fifth-wheel equipment is used for hauling transmission line poles (69 KV and above), towers or substation steel, the groundman equipment operator shall receive Class I Operator rate of pay.

## PAINTING

Section 5.13: The painting of all poles, towers, substations and all related electrical equipment will be done by linemen.

## AGE RATIO CLAUSE

Section 5.14: On jobs requiring five or more journeymen, at least every fifth journeyman, if available, shall be fifty years of age or older.

## UTILITY CREWS

Section 5.15: The Employer may utilize crews as follows:

A. Underground Crews

Underground crew makeup shall be as follows:

A foreman and a journeyman lineman or an apprentice, which shall be a third step apprentice, or higher, for any work over 440 volts. If no apprentice is available, the utilization of a groundman shall be permitted for work under 440 volts.

B. Overhead Crews

Overhead crew make up shall be as follows:

Overhead crews shall consist of a foreman, a journeyman lineman, and a journeyman lineman or hot apprentice. No crew member will be penalized if he refuses the work assignment due to safety concerns.

Three man crews will not perform work that violates the safety procedures.

- C. All qualified power groundman and operators who are members of Local #702 prior to 8/30/99 will not be replaced by lineman or apprentice lineman on crews if they are available on the out-of-work list. Should groundman truckdrivers and operators become unemployed, they will be put to work on existing crews if positions are available.

Section 5.16 Apprentices in their first 12 months of training may perform work in company with a journeyman on energized secondary circuits of not more than 440 volts. Apprentices in their third 6 months of training or over may perform work assisting journeyman on all classes of work.

## ARTICLE VI

### Section 6.01 CLASSIFICATION OF EMPLOYEES AND WAGE RATES

<u>ILLINOIS</u>	<u>07/02/2018</u>	<u>12/31/18</u>	<u>12/30/19</u>	<u>01/04/21</u>
Journeyman Lineman	52.55	53.47	55.34	57.28
Line Crew Foreman	56.12	57.10	59.10	61.17
General Line Foreman	59.78	60.83	62.96	65.16

#### Apprentice Lineman:

Apprenticeship wages shall be divided into seven

(7) 1000 hour periods:

1 <sup>st</sup> period (60% of J.L.)	31.53	32.08	33.20	34.37
2 <sup>nd</sup> period (65% of J.L.)	34.16	34.76	35.97	37.23
3 <sup>rd</sup> period (70% of J.L.)	36.79	37.43	38.74	40.10
4 <sup>th</sup> period (75% of J.L.)	39.41	40.10	41.51	42.96
5 <sup>th</sup> period (80% of J.L.)	42.04	42.78	44.27	45.82
6 <sup>th</sup> period (85% of J.L.)	44.67	45.45	47.04	48.69
7 <sup>th</sup> period (90% of J.L.)	47.30	48.12	49.81	51.55

#### Heavy-Equipment Oper, Class I

(all crawler type equipment

D-4 and larger)	41.86	42.59	44.08	45.62
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#### Groundman-Equipment Oper, Class

II (all other equipment)	37.34	37.99	39.32	40.70
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Groundman, Class A	30.70	31.24	32.33	33.46
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Groundman, first six months	29.21	29.72	30.76	31.84
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<u>MISSOURI</u>	<u>07/02/18</u>	<u>12/31/18</u>	<u>12/30/19</u>	<u>01/04/21</u>
Journeyman Lineman	50.99	51.88	53.70	55.58
Line Crew Foreman	54.47	55.42	57.36	59.37
Gen. Line Foreman	57.98	58.99	61.05	63.19

**Apprentice Lineman:**

Apprenticeship wages shall be divided into seven

(7) 1000 hour periods:

1 <sup>st</sup> period (60% of J.L.)	30.59	31.13	32.22	33.35
2 <sup>nd</sup> period (65% of J.L.)	33.14	33.72	34.91	36.13
3 <sup>rd</sup> period (70% of J.L.)	35.69	36.32	37.59	38.91
4 <sup>th</sup> period (75% of J.L.)	38.24	38.91	40.28	41.68
5 <sup>th</sup> period (80% of J.L.)	40.79	41.50	42.96	44.46
6 <sup>th</sup> period (85% of J.L.)	43.34	44.10	45.65	47.24
7 <sup>th</sup> period (90% of J.L.)	45.89	46.69	48.33	50.02

**Heavy-Equipment Oper, Class I**

(all crawler type equipment

D-4 and larger) 41.86 42.59 44.08 45.62

**Groundman-Equipment Oper, Class**

II (all other equipment) 36.71 37.35 38.66 40.01

Groundman, Class A 28.97 29.48 30.51 31.58

Groundman, first six months 27.74 28.23 29.22 30.24

<u>INDIANA</u>	<u>07/02/18</u>	<u>12/31/18</u>	<u>12/30/19</u>	<u>01/04/21</u>
Journeyman Lineman	50.44	51.32	53.12	54.98
Line Crew Foreman	52.73	53.65	55.53	57.47
Gen. Line Foreman	56.14	57.12	59.12	61.19

**Apprentice Lineman:**

Apprenticeship wages shall be divided into seven

(7) 1000 hour periods:

1 <sup>st</sup> period (60% of J.L.)	30.26	30.79	31.87	32.99
2 <sup>nd</sup> period (65% of J.L.)	32.78	33.36	34.53	35.73
3 <sup>rd</sup> period (70% of J.L.)	35.31	35.92	37.18	38.48
4 <sup>th</sup> period (75% of J.L.)	37.83	38.49	39.84	41.23
5 <sup>th</sup> period (80% of J.L.)	40.35	41.06	42.49	43.98
6 <sup>th</sup> period (85% of J.L.)	42.87	43.62	45.15	46.73
7 <sup>th</sup> period (90% of J.L.)	45.39	46.19	47.80	49.48

**Heavy-Equipment Oper, Class I**

(all crawler type equipment  
D-4 and larger)

	40.49	41.19	42.64	44.13
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**Groundman-Equipment Oper,**

**Class II**

(all other equipment)

	35.49	36.11	37.38	38.68
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Groundman, Class A	27.97	28.46	29.46	30.49
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Groundman, first six mo.	26.77	27.24	28.19	29.18
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Employer shall have the right to pay non-standard wages and provide non-standard benefits in excess of those contained in this Agreement. Such non-standard wages and benefits are completely voluntary and Employer shall have the right, at any time, to revert to the wages and/or benefits contained in this Agreement. Union waives its right to bargain for such non-standard wages and/or benefits.

Section 6.02: Digging machines shall be operated by Journeyman Lineman, Groundman Equipment Operator, Class I, or an Apprentice Lineman on a training basis.

**ARTICLE VII**  
HIGH VOLTAGE PIPE TYPE CABLE INSTALLATIONS

Section 7.01: All Oil-O-Static installations shall be performed under the terms and conditions set out in the IBEW International Agreement for "Continuous Pipe Type Underground Oil Filled Transmission Conduit Installation Agreement" approved by International President Charles H. Pillard on March 13, 1970.

**ARTICLE VIII**  
PENSION BENEFIT FUND

Section 8.01: 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 of its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

UNION DUES DEDUCTION

Section 8.02: The Employer agrees to deduct and forward to the Financial Secretary of the Local Union -- upon receipt of a voluntary written authorization -- the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local

Union upon request by the Employer. Union agrees to hold Employer harmless from any action growing out of any such deduction and assumes full responsibility for the disposition of funds so deducted once they have been sent to the Union or its designee.

#### LOCAL UNION 702 POST RETIREMENT FUND

Section 8.03 The Employer agrees to pay into a Post Retirement Medical Welfare Fund, known as the Line Construction Benefit Fund, \$1.25 effective July 2, 2018 for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide for retirement premium coverage for employees who have worked in our jurisdiction.

The payment shall be made by check or draft and shall constitute a debt due and owing to the Southern Illinois Electrical Retiree Welfare Fund Local No. 702, IBEW on the last day of each calendar month, which may be recovered by suit initiated by the Southern Illinois Electrical Retiree Welfare Fund Local No. 702, IBEW 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.

#### HEALTH AND WELFARE FUND

Section 8.04: The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, Five dollars and Seventy Five Cents (\$5.75) for each hour worked by all employees covered by this Agreement.

Effective January 1, 2019, the Lineco contribution rate shall be Six dollars (\$6.00).

The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

\*\*\* Effective January 1, 2020, the Employer shall pay up to \$.25 to LINECO if necessary. \*\*\*

\*\*\* Effective January 1, 2021, the Employer shall pay up to \$.25 to LINECO if necessary. \*\*\*

The above increases shall only apply if needed.

Section 8.05: The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Local Union. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the twentieth day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two hours notice in writing being served by the Union; provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the Line Construction Benefit Fund.



## ANNUAL BENEFIT FUND

### Section 8.06

Effective July 2, 2018 Employer shall deduct seven percent (7%) of the gross hourly wage of every employee working under the aforesaid Agreement, which deductions will be deposited into the Local Union No. 702 Annual Benefit Fund on a monthly basis.

Employer shall make all appropriate wage deductions for income tax, Social Security, etc., before the deduction set forth immediately above is made.

The monthly transmittal form should be submitted via the Electronic Payroll Reporting System (ePRLive) at <https://neca.eprlive.com>. The Electronic Payroll Reporting System (ePRLive) will require the following information from the Employer:

- Name of Employee
- Social Security Number of Employee
- Total Monthly Hours Worked
- Total Monthly Gross Pay
- Total Monthly savings (Annual Benefit Fund) deductions

The monthly transmittal must be submitted via the Electronic Payroll Reporting System (ePRLive) no later than the fifteenth 15<sup>th</sup> day of the following month.

Should Employer fail to remit regularly, it shall be subject to having the aforesaid Agreement terminated upon seventy-two (72) hours notice, in writing, from Union, providing that Employer fails to show satisfactory proof that delinquent payments have been made to the aforesaid Annual Benefit Fund.

The aforesaid deductions should be included with your monthly fringe benefit payment made payable to ALB Receiving Fund and mailed to 63-C N Dixie Drive, Vandalia, OH. 45377.

Union agrees to hold Employer harmless from any claims or causes of action arising from the aforesaid deductions.

## **ARTICLE IX**

### **NATIONAL ELECTRICAL ANNUITY PLAN (Formerly Known as IBEW-District Ten-NECA Individual Equity Retirement Plan or the District Ten Plan)**

Section 9.01: It is agreed that in accord with the IBEW District Ten NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to twenty-five percent (25%) of the gross wages paid in Article 6, Section 6.01 and all applicable rates in Sections 4.06, 4.07, 4.04, 4.09, 4.08, 5.08 and 5.05, together with a completed

payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

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

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

## **ARTICLE X**

### NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 10.01: 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 302(c)(9) of the Labor Management Relations Act, 29 U.S.C. §186(c)(9). The purposes of this Fund include the following:

- 1) to improve communication between representatives of labor and management;
- 2) to provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organization effectiveness;
- 3) to assist worker 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 10.02: 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 10.03: Each employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the American Line Builders, Chapter NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed American Line Builders, Chapter NECA, or its designee, shall be the collection agent for this Fund.

Section 10.04: 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 fifteen percent (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 attorneys' fees.

## **ARTICLE XI**

### **APPRENTICESHIP TRAINING**

Section 11.01: The Area Training Agreement entered into between the American Line Builders Chapter, NECA, and Districts Four & Six, IBEW as approved by the International President on February 21, 2000, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate of the Apprenticeship and Training Trust is one percent (1%) of the Gross Labor Payroll. Apprentice's wages and the ratio of apprentice to journeymen are specified in the Area Training Agreement.

**ARTICLE XII**  
**SEPARABILITY CLAUSE**

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

**HENKELS & McCOY, INC.**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, LOCAL 702**

  
Pierre Adam  
Regional Vice President

  
Date

  
Steve Hughart  
Business Manager

  
Date



ADDENDUM  
 AGREEMENT BETWEEN  
 HENKELS & McCOY, INC. AND IBEW LOCAL 702

This Addendum shall be used to establish wage rates and crew sizes for Street Light Maintenance work within the jurisdiction of Local Union No. 702, IBEW.

1. WAGES -- (Except Southern Indiana Gas and Electric Company, State of Indiana)

<u>CLASSIFICATIONS</u>	<u>7/2/18</u>	<u>12/31/18</u>	<u>12/30/19</u>
Street Light Maint. Leader	41.67	41.67	41.67
Street Light Maint. Operator	39.02	39.02	39.02
Street Light Maint. Operator:			
0 - 3 mos. exp. 75% of SLMO	29.27	29.27	29.27
3 - 6 mos. exp. 80% of SLMO	31.22	31.22	31.22
6 - 9 mos. exp. 85% of SLMO	33.17	33.17	33.17
9 - 12 mos. exp. 90% of SLMO	35.12	35.12	35.12

2. WAGES -- Southern Indiana Gas and Electric Company, State of Indiana

<u>CLASSIFICATIONS</u>	<u>7/2/18</u>	<u>12/31/18</u>	<u>12/30/19</u>
Street Light Maint. Leader	39.17	39.17	39.17
Street Light Maint. Operator	36.61	36.61	36.61
Street Light Maint. Operator:			
0 - 3 mos. exp. 75% of SLMO	27.46	27.46	27.46
3 - 6 mos. exp. 80% of SLMO	29.29	29.29	29.29
6 - 9 mos. exp. 85% of SLMO	31.12	31.12	31.12
9 - 12 mos. exp. 90% of SLMO	32.95	32.95	32.95

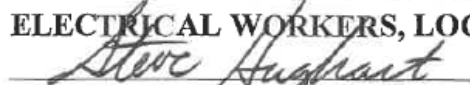
3. CREW SIZE

A 2 man crew will be assigned to do lamp replacement and reflector washing. Each crew will have a leader.

4. ARTICLE X - Apprenticeship Training -- will not apply to this addendum.

All other terms and conditions of employment will be those established by Agreement No. 6-702-A.

**HENKELS & McCOY, INC.**  
  
 Pierre Adam  
 Regional Vice President  
 Date 8.16.18

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 702**  
  
 Steve Hughart  
 Business Manager  
 Date 8-20-18