

# A G R E E M E N T

**THIS AGREEMENT** entered into as of the 1st day of August, 2017, by and between **T. HAM SIGN COMPANY**, hereafter referred to as the "Company", and **LOCAL UNION NO. 702 International Brotherhood of Electrical Workers AFL-CIO**, hereinafter referred to as the "Union" and/or "Local No. 702".

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to establish, maintain and regulate the standards of hours of labor, rates of pay and other terms and conditions of employment under which certain numbers of the employees of the Company shall work for the Company; and

**WHEREAS**, the parties hereto desire to establish, maintain and regulate the mutual relations between the Company on the one hand and such employees and the Union on the other hand, with the view of accruing and promoting harmonious cooperation between them so as to avoid industrial conflicts.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

# **ARTICLE I**

## **RECOGNITION**

**Section 1.01.** The Company recognized Local Union No. 702, International Brotherhood of Electrical Workers, AFL-CIO, as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all its employees covered by this Agreement.

**Section 1.02.** As a condition of employment, all employees covered in the bargaining unit described in this Article shall, on the 31st day following the beginning of their employment, or the effective date of this Agreement, whichever is the later, become and remain members of the Union during the life of this Agreement, and the Union will notify the Company promptly in writing of the failure of any such employee to become or remain a member of the Union.

**Section 1.03.** Except as specifically abridged, delegated or modified by this Agreement, all the rights, powers and authority of the Company had prior to the signing of this Agreement, including the management of the plant, the right to make rules and regulations, direct the work force, including the right to hire, promote, transfer, suspend, discipline or discharge for proper cause, and the right to relieve employees from duty because of lack of work, are retained by the Company and remain exclusively and without limitation within the rights of management which are not subject to grievance procedure and/or arbitration; provided, however, that the retention of such rights shall not be used to discriminate against any union member because of his lawful union activities.

**Section 1.04.** This Agreement shall be binding upon the successors and assigns of the parties hereto for the term of this contract.

## **ARTICLE II**

### **HOURS - OVERTIME**

**Section 2.01.** Eight (8) hours, between 7:00 a.m. and 3:30 p.m., unless otherwise mutually agreed by the Company and the Union, which not more than one-half (1/2) hour for a lunch period, shall constitute a day's work. Forty (40) hours within five (5) days--Monday through Friday, inclusive--shall constitute a work week and shall be considered regular time and shall be paid for at the wages set out in this Agreement.

**Section 2.02.** All hours worked in excess of eight (8) hours in a work day, or forty (40) hours in any work week, will be paid at time and one-half the employee's regular rate of pay, provided that all hours worked on an employee's Sunday will be paid at two times the employee's regular rate of pay.

**Section 2.03.** Workmen must be on the job ready to begin work at the hour designated by the Company, and except for the lunch period shall remain at work at the job site until quitting time.

**Section 2.04.** When an employee is not needed for the next day's work, he shall be notified by the Company of such fact prior to 7:00 p.m. the preceding day or two (2) hours prior to the start of the shift on the reporting day. If an employee is not so notified and reports for work, he shall receive two (2) hours pay for so reporting. Show up time shall not be paid in the situation in which it is decided that work is not to be performed due to an act of God or any other circumstances beyond the control of the Company.

**Section 2.05.** Workmen called out in an emergency to perform work shall receive a minimum of four (4) hours pay at the wage rates set forth in this Agreement.

## **ARTICLE III**

### **RIGHTS AND RESPONSIBILITIES OF PARTIES**

**Section 3.01.** No member of Local Union No. 702, while he remains a member of such local and subject to employment by employers operating under this Agreement, shall himself become a contractor for the performance of any electrical work.

**Section 3.02.** The Union agrees that if during the life of this Agreement, it grants to any other employer in the neon and electrical sign 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.

**Section 3.03.** Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the neon and electrical sign industry. Therefore, an employer in the neon and electrical sign industry is a person, firm or corporation having these qualifications, and maintaining a permanent place of business, tools and equipment commensurate with said business, and suitable financial status to meet payroll requirements, and must carry workers' compensation insurance for all employees covered by this Agreement with a solvent company, authorized to do business in this state.

**Section 3.04.** The Union understands the employer is responsible to perform the work required by the customer. The employer shall therefore have no restrictions except those specifically provided for in this 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 assigning and scheduling work; in determining prices of products, volume of production, to drop a product line, to sell or lease the business or any part thereof; in determining the processes or operations or to discontinue their performance by employees of the Company; in requiring all employees to observe the employer's rules and regulations; in suspending, discharging or warning employees for proper cause as it determines to be necessary for the orderly, efficient and profitable operation of the business.

**Section 3.05.** The Company shall simultaneously with the initial execution of this Agreement post a surety bond, for a period of three years, in the sum of Twenty Thousand and no/100 (\$20,000.00) Dollars. This bond is to insure payment of all wages and contributions to various fringe benefit funds as set forth in Articles IV, V, VII, VIII, IX and X of this Agreement.

After the initial three year bond, it is further agreed that if the Company fails to pay wages timely or fails to make timely contributions as required by the various fringe benefit funds enumerated in Articles IV, V, VII, VIII, IX and X of this Agreement, it shall immediately post a surety bond in the amount set forth above. This bond shall be held for three consecutive years.

If the Company has no violation of payment of wages or fringe benefits during a three (3) year period, it shall not be required to furnish a surety bond unless another delinquency occurs.

## **ARTICLE IV**

### **HOLIDAYS**

**Section 4.01.** Seniority employees covered by this Agreement shall receive the following holidays: New Years Day, Christmas Day, Fourth of July, Thanksgiving Day, Day after Thanksgiving, Memorial Day, Labor Day and Veterans Day. A holiday which falls on Saturday shall be celebrated on the preceding Friday. A holiday which falls on Sunday shall be celebrated on the following Monday.

Every seniority employee shall also receive one floating holiday in each calendar year; provided that any seniority employee who has accumulated at least 20 years of service as of September 1, 1993, shall receive two floating holidays in each calendar year rather than one. A "seniority employee" is defined as any employee who, as of January 1 of that calendar year, is not a probationary employee. The floating holiday must be taken within the twelve months of the respective calendar year and may not be carried over to a subsequent year. Each employee must not be carried over to a subsequent year. Each employee must supply at least 14 days advance notice to the Company of the employee's selection of a particular day for the floating holiday. However, the employee's selection must be approved by the Company. The Company shall reply within three working days either granting or denying the request. Pay for the floating holiday shall be at the employee's regular rate.

**Section 4.02.** The Company will pay eight (8) hours pay for the above holidays. To be eligible for holiday pay, employees must work the scheduled day before and the scheduled working day after the holiday, unless mutually agreed otherwise and approved by the Company. Any employee who is laid off five days or less before the holiday and returns from layoff within five days after the holiday shall receive holiday pay. When the company finds it necessary to have its employees work on the above-mentioned holidays, the employees shall be paid at a rate two times that of his regular rate of pay, plus holiday pay.

**Section 4.03.** No work shall be performed on Labor Day except in cases of emergency; and then only after special permission is given by the Union.

## **ARTICLE V**

### **VACATION**

**Section 5.01.** Each employee who is not a probationary employee as of the first of January of each calendar year shall be entitled to received a two-week paid vacation during that calendar year. An employee with less than twelve months service, but more than three months service, shall be entitled to vacation on a pro-rata basis.

Vacation may not be carried over to subsequent years without the written, prior approval of the Company.

**Section 5.02.** Employees who quit or who are on leave of absence or on layoff for a period greater than four weeks shall not be entitled to vacation pay unless they have qualified for vacation pay under the foregoing sections of this article and, provided further, in the case of those employees who quit, they shall not be entitled to accrued vacation pay unless they have given two weeks notice of their intention to quit. Vacation rights shall not be allowed to accumulate and be taken in any subsequent calendar year. Seniority employees whose employment is terminated because of a reduction in work force, exclusive of temporary layoffs, shall be given pro-rated vacation pay from January 1 of that current year until the day of their termination. A "temporary" layoff is one that lasts less than 365 days. If any employee shall die while in the employ of the Company and is entitled to receive a vacation, the vacation pay shall be paid to his widow or legal representatives, and upon such payment, the Company shall be relieved of further liability.

**Section 5.03.** (a) The employee shall supply fourteen (14) working days notice to the Company for the purpose of establishing vacation schedules and the Company shall reply within five (5) working days either granting or denying the request. Seniority will be given preference in scheduling employees' vacations. March 1 shall be the cut-off date for requests of vacation preference by seniority. When there are more requests than efficient operations will allow in order for the work or job to proceed in an orderly fashion, vacations will be scheduled and refused based on requesting employees' plant seniority standing. After vacation has been approved, it can only be changed by mutual agreement of the Company and employee.

## **ARTICLE VI**

### **SENIORITY**

#### **Section 6.01.**

- (a) Seniority shall be defined as the employee's length of continuous service with the employer and shall be used to determine the relative rights of employees as expressly set forth in this Agreement.
- (b) Probationary Employees. All employees from their date of hire or rehire shall be regarded as probationary employees for the first ninety (90) calendar days of employment and will not have any seniority rights under this Agreement during such period. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by the Company without recourse by the Union or the employee to the grievance and arbitration provisions of this Agreement. Notwithstanding anything to the contrary in this Agreement, no employee shall have any seniority rights hereunder unless and until the employee has worked sixty-two (62) working days and been employed at least ninety (90) calendar days. Upon successful completion of the probationary period, the employee's seniority shall date from the original date of hire or rehire. Employees working four (4) ten (10) hour day work weeks shall only be required to work fifty (50) work days in the ninety (90) calendar day period.

A previously terminated employee, other than as provided in (a) above, who is rehired by the Company must complete the full probationary period and shall not be entitled to any credit for prior service for the Company for seniority purposes except as required by law.

- (c) In the event of a reduction in the work force, layoffs shall be made on the basis of seniority and job qualification and competence. In situations of equal qualification and competence the last person hired under this collective bargaining agreement will be the first to be laid off.

If a disagreement arises as to the employer's decision regarding qualification, a committee composed of the Steward and Assistant Steward and of two (2) employer representatives will be convened to determine competence and qualification. In the event of a tie, a mutually agreed upon person will be selected to break the tie. If a mutually agreed upon person cannot be agreed upon, the matter will be submitted to the Illinois Conciliation and Mediation Services for resolution, if so desired by either party.

- (d) An employee shall lose seniority and employment will cease for any of the following reasons.
  - (1.) The employee is discharged and is not reinstated pursuant to the grievance procedure.
  - (2.) The employee who is laid off fails to report back for work within eight (8) working days from the date a telegram or registered letter is sent to the employee's last address shown on the employer's records.
  - (3.) The employee is absent due to layoff for a period of more than twelve (12) months.
  - (4.) The employee is absent due to a disability for a period of more than twelve (12) months. This time limit may be extended by mutual agreement for occupational injuries or illnesses, and when verified by a doctor's certificate.



(5.) The employee voluntarily quits, which shall be deemed to include:

- i. The employee fails to report to work on the working day following an authorized leave of absence unless employee telephones his immediate supervisor, a Company superintendent, or manager and the Union Steward so as to extend his leave.
- ii. The employee is absent for more than three (3) consecutive working days without properly notifying the employer.
- iii. The employee resigns the employment of the Company.

**Section 6.02.** A policy in accordance with the Family and Medical Leave Act of 1993 will be adopted. Seniority will be accrued during family leave consistent with the current seniority accrual provisions.

## **ARTICLE VII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 7.01.** Differences and disputes of every kind which may arise between an employee and the employer under and during the term of this Agreement shall constitute a grievance and be disposed of in the following manner:

- (a) Any employee having a grievance shall, within three (3) working days after the occurrence of the event resulting the in grievance, discuss the matter with his immediate supervisor. Provided, that this period shall not being for employees assigned to out-of-town work (outside a twenty-five mile radius of the plant) until such particular assignment ceases.
- (b) If the grievance is not settled in Step (a) within three working days then it shall be reduced to writing by the aggrieved employee and forwarded to the plant manager or designated representative who shall meet with the Union Steward and the employee within forty-eight (48) hours thereafter.

- (c) If the grievance is not settled in Step (b) the Company shall prepare a written response within twenty-four (24) hours after the Step (b) meeting and, within five (5) working days thereafter, it shall be referred to the business agent of the Union and a Company representative for resolution.
- (d) Should a grievance be resolved in Step (c), then within twenty (20) days after the step (c) meeting, the grievance shall be submitted jointly or unilaterally by either party to this Agreement to the Illinois Conciliation and Mediation Service for resolution. The parties shall submit a written request to the Illinois Conciliation and Mediation Service to supply a list of five (5) arbitrators.

The party requesting arbitration shall contact the other party concerning selection of an arbitrator within seven (7) business days after both receive the list. If an arbitrator is not agreed to, both the Employer and the Union shall have the right to strike names from the list. Each party shall alternately strike a name from the list, with the party requesting arbitration striking the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

Each party shall bear the expenses and fees of the representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, the transcript for the arbitrator, the court reporter and the hearing room, if any. Unless otherwise agreed, the hearing shall be closed to the public and press. Each party shall be responsible for the cost of purchasing its own transcript.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement when hearing a grievance dispute. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her.

The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or applicable rules and regulations of government agencies, having the force and effect of law.

The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof to a date certain. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions, the arbitrator shall have the authority to make an award and order an appropriate remedy, if applicable. A decision rendered consistent with the terms of this Agreement shall be final and binding.

- (e) All grievances which are not presented in timely fashion as herein before stated, excluding Saturdays, Sundays and holidays, shall be deemed not to have existed.

**ARTICLE VIII**  
**FRINGE BENEFITS**

**Section 8.01** – National Electrical Benefit Fund

**(a) Contribution** - 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 National Employees Benefit Board, 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 recorded 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.

**(b) 72 Hour Notice** – Individual employers who fail to remit as provided above shall be additionally subject to have this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

**(c) Failure to Comply** - 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.

**Section 8.02.** (a) Company shall provide group health benefits and they shall be maintained, the same as, or equivalent to those currently existing upon the date of this Agreement.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

**Section 9.01.** The employer and Union recognize the desirability of providing continued support in the Sign Industry and the necessity of having available at all times a supply of competent and experienced employees. To provide such continued employment and skills, the employer agrees that when new or additional employees are needed he shall notify the Union and give consideration to those applicants referred by the Union. The employer shall notify the Union of any new employees hired who are covered by this Agreement.

**Section 9.02.** The employer has the right to determine the competency and qualifications of its employees and the right to discharge them for proper cause, subject to the grievance procedure under the terms of this Agreement. The employer shall notify the Union of any employee terminated for any reason.

**Section 9.03.** Union representatives shall be allowed access to any shop or job at any reasonable time where employees covered by this Agreement are working, provided that prior notice has been given to the employer.

**Section 9.04.** In the event an employee is laid off or discharged, he shall be paid all wages due him.

**Section 9.05.** The Union reserves the right to appoint a steward at each shop where workmen are employed under the terms of this Agreement. No steward shall be discharged or discriminated against for the faithful performance of his duties as steward.

**Section 9.06.** The Company agrees to furnish all present employees with the first set of all hand tools listed in this section. It will be the responsibility of the employee to pay for the future replacement of the tools on this list. The Company agrees to provide a safe place to lock and store these tools and to furnish all the other tools not mentioned on this list which are necessary to do sign work.

	One Small Screwdriver
One Pair Side Cutter Pliers (Lineman's)	One No. 2 Phillips Screwdriver
One Pair Diagonal Cutters	One Pair Channel Lock Pliers
One Large Screwdriver	One Pair Needle Nose Pliers

**Section 9.07.** It is agreed that the employees shall receive a fifteen (15) minute coffee break in the morning and a ten (10) minute coffee break in the afternoon.

**Section 9.08.** The employer shall carry workers' compensation insurance for all employees covered by this Agreement with a company authorized to do business in the State of Illinois; the employer shall carry Illinois Unemployment Insurance for all employees covered by this Agreement; and the employer shall carry such other protective insurance as may be required by the laws of the State of Illinois.

**Section 9.09.** Workmen shall be paid weekly and, except when contrary to wage and hour regulations, shall be paid not later than 3:30 p.m. each Friday, except for reasons beyond the Company's control.

**Section 9.10.** Time off with pay during regular working hours when required to take a Company required and/or work related physical examination will be allowed.

**Section 9.11.** In the event an employee become sick or is injured on a job he shall be allowed time required to receive initial medical attention. If a sick or injured employee is unable to travel to a doctor or hospital unaided, the employer shall see to it that one of his representatives shall accompany him and should it be an employee working under the provisions of this Agreement, he too shall be allowed time to accompany sick or injured.

**Section 9.12.** It is the Company's exclusive responsibility to insure the safety of its employees and their compliance with safety rules and standards.

**Section 9.13.** Employees who enter the armed forces of the United States shall be granted a leave of absence for the period of such service, and upon honorable discharge therefrom shall be re-employed by the employer as proved by applicable federal or state laws.

**Section 9.14.** In accordance with state law, employees shall be allowed time off during their regular scheduled hours of work for the purpose of voting.

**Section 9.15.** In case of death in the immediate family (spouse, child, father, mother, brother, sister, mother-in-law, and father-in-law), an employee shall be allowed to be absent from work provided the employee attends the funeral, without loss of pay for the time from the date of death until the day after burial as long as it does not exceed three (3) working days. An employee shall be allowed the day of the funeral for grandparents and brothers- and sisters-in law with pay.

**Section 9.16.** The Union recognizes that it is necessary for the Company to have certain reasonable rules and regulations for satisfactory plant operations and for the purpose of maintaining discipline. Therefore, it is agreed that all employees hereunder will abide by all reasonable rules and regulations of the Company not inconsistent with this Agreement. These rules and regulations shall remain in effect for the term of the Agreement.

**Section 9.17.** This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

In the event the Employer's Business is, in whole or in part, sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, or the Employer's business is sold, in whole or in part, of an asset based sale or transfer, such business and operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other transfer device to a third party to evade this Agreement. The employer shall give notice of the existence of this Agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business and operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union, at the time the seller, transferor or lessor executes a contract or transaction, not including financial details.

In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the employer (including partners thereof) shall be liable to the Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed in writing to assume the obligations of this Agreement.

**ARTICLE X**  
**WAGE AND RATES**

**Section 10.01.** The Company shall pay the following minimum wage rates for all counties in Local No. 702 jurisdiction except those mentioned in Section 10.02.

	<u>8/1/2017</u>	<u>8/1/2018</u>	<u>8/1/2019</u>
Sign Erector -	\$23.03	\$23.61	\$24.20
Sign Fabricator -	\$19.77	\$20.27	\$20.77

If qualified, a sign fabricator may temporarily perform the work of a sign erector, but when doing so, they must be paid the wages of a sign erector when performing such work.

**Section 10.02.** The beginning rate for the above classification and progression to the top listed rate of pay shall be as follows:

Sign Erector –	First Year	50%	Sign Fabricator –	First Year	60%
	Second Year	60%		Second Year	70%
	Third Year	70%		Third Year	75%
	Fourth Year	80%		Fourth Year	80%

The employer may choose to begin a newly hired employee at any level of the above schedules commensurate with qualifications possessed by the hiree.

**Section 10.03.** On any job of six (6) employees or more one (1) shall be designated foreman by the employer.



**Section 10.04.** The foreman rate of pay shall be fifty cents (\$0.50) per hour above the senior sign erector rate of pay.

**Section 10.05.** When an employee or employees are sent out-of-town and must stay overnight, the company must pay for meals and lodging. However, the meal and lodging payments shall not exceed reasonable amounts.

**Section 10.06.** On any job outside the shop, those employees not at the top rate of pay within their classification shall be directed by a senior sign erector.

**Section 10.07.** The maximum allowable ratio of employees on any job not at the top rate of pay shall be one (1) to one (1) with those employees who are at the top rate.

## **ARTICLE XI**

### **DURATION OF AGREEMENT**

**Section 11.01.** This Agreement shall take effect August 1, 2017 and shall remain in effect for through July 31, 2020. It shall continue in effect from year to year thereafter from January 1 of each year, unless changed or terminated in the way later provided herein.

**Section 11.02.** Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the renewal date of August 1, 2017. Whenever notice is given for changes, the nature of the changes or additions desired shall be specified in the notice.

**Section 11.03.** This Agreement shall be subject to change at any time by mutual consent of the parties hereto. Any such change 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.

**Section 11.04.** There shall be no stoppage of work either by strike, honoring of illegal picket lines, or lockout by the employer during the duration of this Agreement. The Union shall in the event of the occurrence or threat of any unauthorized, illegal or wildcat strike, stoppage of work, slowdown, or walkout promptly denounce publicly such action or threatened action and shall make prompt and honest effort to prevent or end such action.

**Section 11.05.** This Agreement shall constitute the only agreement between the parties and all prior agreements entered into, either written or verbal, are hereby declared to be null and void.

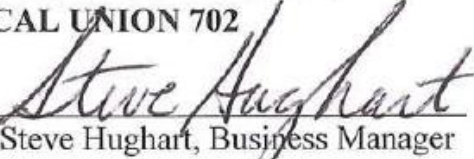
**Section 11.06.** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed, this Agreement this 28<sup>TH</sup> day of JUNE 2017.

**T. HAM SIGN COMPANY**

BY:   
Todd Ham, Owner

**INTERNATIONAL BROTHERHOOD  
ELECTRICAL WORKERS AFL-CIO  
LOCAL UNION 702**

BY:   
Steve Hughart, Business Manager

  
Tate Wright, Business Representative

