

MEMORANDUM of UNDERSTANDING

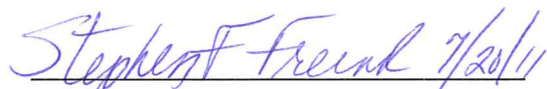
This Memorandum of Understanding, hereinafter referred to as "MOU", executed between Henkels & McCoy, Inc., hereinafter referred to as "Employer", and IBEW Local 702, hereinafter referred to as "Union", shall serve as an addendum to the current Outside Agreement, hereinafter referred to as "Agreement", between Employer and Union.

It is agreed and understood that:

- 1) At the explicit request of Union, Employer shall deduct five per cent (5%) 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.
- 2) Employer shall make all appropriate wage deductions for income tax, Social Security, etc., before the deduction set forth immediately above is made.
- 3) On the monthly transmittal form, Employer shall set forth, in separate columns, the following information concerning each employee:
 - a) Name of employee
 - b) Social Security number
 - c) Number of hours worked
 - d) Gross pay
 - e) Amount of savings (deductions)

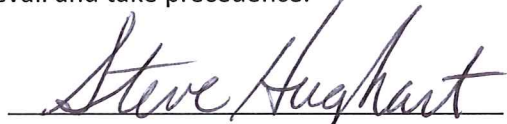
The total amount of the monthly deductions shall be listed, together with the check number and date of payment.

- 4) The monthly transmittal must be received no later than the fifteenth (15th) 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.
- 5) The aforesaid deductions and monthly transmittal shall be sent to IBEW Local 702, 106 N. Monroe Street, West Frankfort, IL 62896.
- 6) A duplicate copy of the monthly transmittal form shall be emailed to Union at anewton@ibew702.org.
- 7) Union agrees to hold Employer harmless from any claims or causes of action arising from the aforesaid deductions.
- 8) In the event of any conflict between the provisions of this MOU and the provisions of the aforesaid Agreement, the provisions of this MOU shall prevail and take precedence.



Stephen F. Freind
Vice President
Director of Labor Relations
Henkels & McCoy, Inc.

Date



Steve Hughart
Business Manager
IBEW Local 702

Date

7-26-11