Agreement No. 6-702-E
INDIANA
EFFECTIVE DATES
12/29/19- 12/31/22

AGREEMENT BETWEEN AMERICAN LINE BUILDERS CHAPTER NECA AND LOCAL UNION NO. 702, IBEW, COVERING TREE TRIMMING ON ELECTRIC UTILITY PROPERTIES IN THE INDIANA JURISDICTION OF THE LOCAL UNION

FIRST CLAUSE

Agreement by and between the American Line Builders Chapter, NECA, and Local Union No. 702, IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the American Line Builders Chapter, NECA, and the term "Union" shall mean Local Union No. 702, IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement. The Chapter, 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 Chapter, the Employer, 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

MODIFIED CIR
EFFECTIVE DATES -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01 This Agreement shall take effect December 29, 2019 and shall remain in effect until December 31, 2022 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1st through December 31st of each year, unless changed or terminated in the way later provided herein.

NOTICE OF CHANGES DESIRED

Section 1.02 (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification of at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) In the event that either party, or an Employer withdrawing representation from the Chapter or not represented by the Chapter, has given a timely notice of proposed changes and an agreement has not been reached by the expiration date or by any subsequent anniversary date to renew, modify, or extend this Agreement, or to submit the unresolved issues to the Council on Industrial Relations for the Electrical Contracting Industry (CIR),either party or such an Employer, may serve the other a ten (10) day written notice terminating this Agreement. The terms and conditions of this Agreement shall remain in full force and effect until the expiration of the ten (10) day period.

(e) By mutual agreement only, the Chapter, or an Employer withdrawing representation form the Chapter or not represented by the Chapter, may jointly, with the Union, submit the unresolved issues to the Council on Industrial Relations for adjudication. Such unresolved issues shall be submitted no later than the next regular meeting of the Council following the expiration date of this Agreement or any subsequent anniversary date. The Council's decisions shall be final and binding

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

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

AMENDMENTS

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

STATUS DURING DISPUTES

Section 1.04 During the term of this Agreement, 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 Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

DISPUTES AND GRIEVANCES

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 48 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 then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

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

MANAGEMENT RIGHTS

Section 2.01 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.

FAVORED NATIONS CLAUSE

Section 2.02 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 Employers under this Agreement and the Union shall immediately notify the Employer of any such concessions.

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 failure to maintain continuous good standing in the Union in accordance with its rules.

ANNULMENT - 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 his 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.

SUPPORT OTHER LOCAL UNIONS

Section 2.05 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.

INSURANCE

Section 2.06 For all employees covered by this Agreement, the Employer shall carry workmen's compensation insurance with a company authorized to do business in this state, social security and such other protective insurance as may be required by the laws of this state and shall furnish satisfactory proof of such to the Union if required. He shall make payments to the Indiana Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

CODE OF EXCELLENCE

Section 2.07 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 NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

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 interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and NECA. 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 chapter to meet the requirements of those laws and regulations.

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, by- laws, 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 for which he qualifies.

CLASSIFICATION A - TREE TRIMMER

GROUP I All applicants for employment who have two or more year's 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 for a period of at least one year in the last two 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 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 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 for at least six months in the last two years in the geographical area covered by the collective bargaining agreement.

GROUP III All applicants for employment who have two or more years' experience in the trade.

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

CLASSIFICATION B - GROUNDMAN

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 normal construction labor market area for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have experience in the trade, are residents of the normal labor market

area 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 III All applicants for employment who have worked at the trade for more than one year.

GROUP IV All other applicants for employment.

TEMPORARY EMPLOYEES

Section 3.06 If the registration list in a given classification is exhausted and the Union is unable to refer applicants for employment to the Employer within twenty-four 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". Temporary employees shall become permanent employees if not replaced within ten (10) days. The Employer shall notify the business manager promptly of the names and social security numbers of such "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: 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 to Tell City in Perry County, then west following the Ohio River to Rockport in Spencer County, then southwest following the Ohio River to Newburg in Vanderburg County and then west following the Ohio River back to Evansville in Vanderburg County.

The above geographical area is agreed upon by the parties to include the areas 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 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.

Section 3.11 An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List."

Section 3.12 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 3.13 Employers 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 places 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 this GROUP and his place within the GROUP.

Section 3.14 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 over-age reference can be made.

Section 3.15 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Chapter, and a Public Member appointed by both these members.

Section 3.16 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 Section 3.04 through 3.14 of Article III 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 3.17 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 Employers who are parties to 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.

ARTICLE IV

HOURS OF WORK AND DAILY TRAVEL TIME

Section 4.01 Eight hours shall constitute a regular day's work between the hours of 8:00 AM and 4:30 PM with one-half hour intermission for lunch to start between 11:00 AM and 12:30 PM; and forty hours shall constitute a regular work week from Monday through Friday. 7:00 AM or 7:30 AM start time is permitted and a quitting time of 3:30 PM or 4:00 PM. Crews will report at headquarters and be ready to leave for site of work at 8:00 AM and the Employer agrees to pay employees for time elapsed between 8:00 AM and the time at which they are returned to headquarters, not including the lunch period.

FOUR TEN HOUR WORK WEEK

Ten (10) consecutive hours shall constitute a regular day's work between the hours of 7:00 AM and 5:30 PM with one-half hour intermission for lunch at twelve noon and forty hours shall constitute a work week Monday through Thursday. Friday may be utilized as a make-up day. Crews will report at headquarters and be ready to leave for site of work at 7:00 AM and the Employer agrees to pay employees for time elapsed between 7:00 AM and the

time at which they are returned to headquarters, not including the lunch period.

PAID MEALS

Section 4.02 Employees required to work six consecutive hours shall be furnished a meal, and an additional meal shall be furnished at the end of each four consecutive hours of work thereafter. Pay at applicable rates shall continue through such meal periods. If employees are released at the time they are entitled to a meal, they shall not be paid through that meal period.

OVERTIME AND STORM WORK

Section 4.03 (a) 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, Veteran's Day, Thanksgiving Day, Labor Day and Christmas Day. When a national holidays falls on Sunday, then Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday.

(b) When men are working on damage caused by an act of God to public utility lines or equipment, work shall be paid for at the applicable rate for the first sixteen consecutive hours and at double time for all work over sixteen consecutive hours unless broken by an eight hour rest period. After each eight hour rest period, men returning to work shall be paid at the applicable rate.

CALL OUT AND PREARRANGED WORK

Section 4.04 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 work week. 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. 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.

GLOBAL POSITIONING SYSTEM

Section 4.05 The Employer shall have the authority, without further consultation with the Union, to adopt, install, use, or otherwise take advantage of any technology (such as, but not limited to, GPS and vehicle monitoring units) that shall allow it

to monitor the performance of its employees and the operation of its equipment. The Union acknowledges such authority and agrees that the information provided by such technology may be used to justify discipline for covered employees, subject to the grievance procedure outline in Article 1, Section 1.05, 1.06, 1.07.

ARTICLE V

HEADQUARTERS AND ALLOWANCES

Section 5.01 The Employer shall set up headquarters where a restaurant, gas station and toilet facilities are available.

Section 5.02 Employees or crews moved during a work week shall be transported to the new location by the Employer during hours without loss of pay and shall be allowed $5.00 per headquarters move to adjust for any inconvenience caused by the move. When employees or crews are moved at the end of a work week (Saturday or Sunday), only the provision for payment of $5.00 is applicable.

TOOLS AND EQUIPMENT

Section 5.03 Employer agrees to furnish all tools and equipment required to perform the work covered by this Agreement safely and efficiently.

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 Employees reporting for work before starting time in the morning shall be paid two (2) hours' report time and when told by foreman to report at 1:00 PM shall be paid two (2) 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.

SAFETY

Section 5.06 It is the Employer's responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

PAYDAY

Section 5.07 Wages will be paid weekly, normally not later than quitting time of Friday by direct deposit to their account, for all work performed up to quitting time Saturday of the previous week. Temporary employees shall have their check mailed to a designated address and if not received by the morning of the regular payday, normally Friday, the Foreman shall notify the General Foreman by 12:00 noon. Checks and check stubs will be mailed to a designated address postmarked by Wednesday following the week worked. It is the employee's responsibility to notify the Employer of improper pay by no later than 8:00 a.m. of the Monday following the normal payday. Any employee not receiving their pay, after notification, by 4:30 p.m. of the following Tuesday, shall receive pay at his prevailing overtime rate, not to exceed eight (8) hours' pay (commencing at 4:30 p.m.) in any twenty-four (24) hour period for waiting time, until pay is received. Weekly timesheets must be mail promptly at the completion of the work week.

Employees who do not have direct deposit as of the effective date of this Agreement shall have ninety (90) days to secure a bona fide bank account for the Employer to have funds deposited. New employees will be required to establish direct deposit within thirty (30) days of employment.

Employers not offering direct deposit shall pay employees by check under the same circumstances as above.

LAYOFFS

Section 5.08 The Employer agrees that when it becomes necessary to lay-off or transfer employees because of lack of work, seniority shall prevail, providing the senior employee with like classification has the qualifications and ability to do the job.

WORKING FOREMAN

Section 5.09 When four or less men are required for a job, one journeyman shall be designated as foreman and draw foreman's pay but he shall be permitted to work with tools.

VOTING TIME

Section 5.10 Any employee registered and eligible, who desires to vote in any Federal or State election and makes arrangements with his Employer the day before an election, will be excused from work 3 hours prior to the closing of the polls in his area. This will not be applicable when reporting time is paid and the employee has been released for the day at least 3 hours prior to the closing of the polls.

ARTICLE VI

Section 6.01 Classifications of employees and wage rates:

CLASSIFICATIONS	12/29/19	1/3/21	1/2/22
Tree Trimmer Foreman	22.68	23.13	23.59
Tree Trimmer	20.77	21.19	21.61
Trimmer Trainee:			
0 - 6 months exp.	15.58	15.89	16.21
6 - 12 months exp.	16.62	16.95	17.29
12 - 18 months exp.	17.65	18.01	18.37
18 - 24 months exp.	18.69	19.07	19.45
Groundman*	15.58	15.89	16.21
Flagger	12.46	12.71	12.97

*Groundman may be required to drive trucks.

All classifications are required to obtain and maintain a valid Indiana Spray License.

VACATION LEAVE

Section 6.02 An employee will be allowed up to 10 days vacation leave, in any contract year, with the approval of the Employer.

ARTICLE VII

NATIONAL ELECTRICAL BENEFIT FUND

Section 7.01 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 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.

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 his labor agreement.

If the Employer's required contribution rate for NEBF increases during the term of this Agreement then such increase will be taken from the posted wage rates and the Employer will then pay the increased contributions to NEBF effective the date the increase commences.

UNION DUES DEDUCTION

Section 7.02 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.

HEALTH AND WELFARE FUND

Section 7.03 The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, Six Dollars($6.00) for each hour worked by all employees covered by this Agreement. 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.

If during the term of this Agreement the cost of the Line Construction Benefit Fund is increased over the herein established contribution, the wage rates contained herein shall be reduced by

the amount of increase effective the date such increase commences, and the Employer shall then contribute to the Line Construction Benefit Fund such increase as described above.

**1/5/2020 the LINECO contribution will increases to $6.50 per each hour worked.

***Effective January 3, 2021 through January 1, 2022, the Employer shall pay up to fifty cents ($.50) of any increase to LINECO. If any of the above increase is not necessary, for each twenty-five cents ($.25) not needed, the NEAP contribution shall be increased by 1%.

***Effective January 2, 2022 through December 31, 2022, the Employer shall pay up to fifty ($.50) of any increase to LINECO. If any of the above increase is not necessary, for each twenty-five cents ($.25) not needed, the NEAP contribution shall be increased by 1%.

POST RETIREMENT MEDICAL

Section 7.04 The employer agrees to pay into a Post Retirement Medical Welfare Fund, known as the Southern Illinois Electrical Retiree Welfare Fund, Local 702, IBEW, 76¢ of the total wage package 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 men 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.

If the contribution rate for P.R.M. (76 cents) increases during the term of this agreement, such increase will be taken from the wage package.

Section 7.05 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 Unions. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 20th 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.

ARTICLE VIII

NATIONAL ELECTRICAL ANNUITY PLAN

Section 8.01 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 fourteen percent (14%) of the gross monthly labor payroll, 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 (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agreed 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 (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 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.

INDUSTRY FUND

Section 8.03 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

1. Twenty-five percent (25%) of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during any one calendar year, but not exceeding 150,000 man-hours.

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

(Productive electrical payroll is defined as the total wages [including overtime] paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund 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. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE IX

NATIONAL LABOR MANAGEMENT COOPERATION FUND

Section 9.01 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 organizational effectiveness;

(3) to assist workers 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 9.02 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 9.03 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. The American Line Builders Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.04 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 15% of the delinquent payment, but not less than the sum of twenty ($20), 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 payment. 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.

LOCAL LABOR-MANAGEMENT COOPERATION COMMITTEE (LLMCC)

Section 9.05 The parties agree to participate in a 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 communications 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 organizational effectiveness;

(3) to assist workers 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 industry;

(6) 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;

(7) to engage in public education and other programs to expand the economic development of the electrical construction industry;

(8) to enhance the involvement of workers in making decisions that affect their working lives; and,

(9) to engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 9.06 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 LMCC, as provided in said Agreement and Declaration of Trust.

Section 9.07 Each employer shall contribute zero cents (0¢) per hour worked. 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. The Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 9.08 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 15% of the delinquent payment, but not less than the sum of twenty dollars ($20), 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 X

OPERATOR'S LICENSE

Section 10.01 All employees within ninety (90) days from their date of employment shall obtain and maintain a valid commercial driver's license.

Failure to immediately notify the Employer of suspension or revocation of their operator's license will result in immediate dismissal. The Employer shall furnish the truck for taking the CDL test.

Documentation of physical and medical cards shall be provided to the Employer.

CPR AND FIRST AID

Section 10.02 Each employee, within 90 days of employment, must obtain, and thereafter maintain, a valid first aid and CPR card. The Employer will furnish the instruction and necessary materials for the course. The course will be conducted on the employee's time. Those not in compliance will be suspended, with a maximum suspension of 90 days, until they can produce a valid first aid

and CPR card. Any employee who does not obtain a valid first aid and CPR card within the 90-day suspension period will be terminated.

SEPARABILITY CLAUSE

Section 10.03 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.

SIGNED FOR LOCAL UNION NO. 702, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Steve Hughart

Steve Hughart, Bus. Mgr.

12-26-2019

SIGNED FOR AMERICAN LINE BUILDERS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

Jeff Baker, Chairman

Robert G. La Lumiere, Sec. Mgr.

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

March 3, 2020

Lonnie R. Stephenson, Int'l President
This approval does not make the International a party to this agreement

Over A Century Strong

MEMORANDUM of UNDERSTANDING
BETWEEN
IBEW, LOCAL UNION 702
AND
AMERICAN LINE BUILDERS, CHAPTER NECA
6-702-E - INDIANA

This memorandum shall show that the 2021 increase to the Line Construction Benefit Fund (LINECO) has been determined by the Lineco Board of Trustees to be $0.25 an hour.

The $0.25 brings the total hourly rate to $6.75 effective January 1, 2021.

The additional $0.25 not needed for Lineco shall be applied to Article VIII, Section 8.01 increasing the NEAP contribution from (14%) to read (15%) effective January 1, 2021.

American Line Builders, NECA

Robert G. La Lumiere
Secretary/Manager

IBEW, LOCAL UNION 702

Steve Hughart 12-26-2019

Steve Hughart
Business Manager