AGREEMENT

BETWEEN

LOCAL UNION NO. 1701,
I.B.E.W. - AFL-CIO

AND

OWENSBORO DIVISION,
SOUTHERN INDIANA
CHAPTER, N.E.C.A., INC.

FOR THE PERIOD OF **JUNE 1, 2026**
EXTENDING THROUGH **MAY 31, 2029**

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2026 - 2029
INSIDE CONSTRUCTION LABOR AGREEMENT
BETWEEN THE
OWENSBORO (KY) DIVISION
OF THE SOUTHERN INDIANA CHAPTER, NECA INC.
AND
LOCAL UNION 1701, I.B.E.W. AFL-CIO

Agreement by and between the SOUTHERN INDIANA CHAPTER, of the National Electrical Contractors Association (NECA) and Local Union No. 1701, 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 SOUTHERN INDIANA CHAPTER, of the National Electrical Contractors Association (NECA) and the term "Union" shall mean Local Union No. 1701, IBEW.

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

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

ARTICLE I
STANDARD CIR
EFFECTIVE DATE/CHANGES/GRIEVANCES/DISPUTES

TERM OF AGREEMENT:
Section 1.01. This Agreement shall take effect **June 1, 2026,** and shall remain in effect until **May 31, 2029,** unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

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 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) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations for the Electrical Contracting Industry (CIR) may be submitted jointly or unilaterally to the Council 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 decision shall be final and binding.

(e) 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.

(f) Notice of a desire to terminate this agreement shall be handled in the same manner as a proposed change

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 I.B.E.W. for approval, the same as this Agreement.

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

GRIEVANCES/DISPUTES:

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.

Section 1.06. All grievances or questions in dispute shall be adjusted by the duly authorized representative 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.

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 be

ARTICLE II
EMPLOYERS RIGHTS - - UNION RIGHTS

EMPLOYEES NOT CONTRACTING:
Section 2.01. Members of the Union, except for those meeting the requirements of "EMPLOYER" as defined herein, shall not on their own contract for, install, or perform any electrical work. However, this shall not apply to electrical work done by the workman for himself.

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 Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

NON-RESIDENT EMPLOYEES (Portability):
Section 2.03. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, 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 NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

EXCLUSIVE BARGAINING REPRESENTATIVE:
Section 2.04. The employer recognizes Local Union 1701, I.B.E.W. as the exclusive representative of all its inside construction employees performing work within the jurisdiction of the Union for purposes of collective bargaining in respect to the rates of pay, wages, hours of employment and other conditions of employment.

MAINTENANCE OF MEMBERSHIP:
Section 2.05. All employees who are members of Local Union 1701, I.B.E.W. on the effective date of this Agreement shall be required to remain members of Local Union 1701, I.B.E.W., as a condition of employment during the terms of this Agreement. New employees shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

Notwithstanding anything to the contrary therein, this Section shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any part of this Section becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of this Section held valid shall immediately apply.

EMPLOYER QUALIFICATIONS:
Section 2.06. An Employer shall maintain a permanent place of business with a business telephone, with a person in charge of the office at all times, and open to the public during normal business hours. The place of business shall be identified by lettering readable from the nearest street and all company trucks carrying men and/or material shall have the firm's name thereon in letters not less than two (2) inches high.
The Employer owner(s) may work with the tools, provided, they hold the classification of Journeyman Inside Wireman. The working member of the firm must be identified in writing and submitted to the Union. Once the Owner(s) is employing twelve (12) employees he/she shall no longer be allowed to work with their tools.
All funds pertaining to this Agreement, to which payments may legally be made, shall be paid for all hours worked under the terms and conditions of this Agreement.

INSURANCE & PROTECTIVE COVERAGE FOR EMPLOYEE BONDING:
Section 2.07. (a) For all Employees covered by this Agreement the Employer shall carry Workmen's Compensation Insurance with a company authorized to do business in the State of Kentucky, Social Security and such other protective insurance as may be required by the laws of the state, shall make contributions to the Kentucky Employment Commission, and shall furnish satisfactory proof of all payments. The Employer shall certify to the Local Union and Labor- Management Committee he has met these requirements.

(b) All Employers subject to the terms of this agreement shall carry a Surety Bond issued by a company authorized to do business in the Commonwealth of Kentucky in the amount listed in items 1-7 below, payable to Local Union 1701, I.B.E.W., as evidence of financial responsibility and to insure proper payments to the NECA-IBEW Health and Welfare Trust Fund, Joint Apprenticeship and Training Trust Fund, Vacation Fund, National Electrical Benefit Fund, Wages required under this agreement, the Local Union 1701 IBEW COPE Fund, the Labor Management Cooperative Committee, and the Local Pension Savings Plan.

1. Contractors employing one (1) workman and contractors sending one (1) workman into the jurisdiction under the portability agreement shall not be required to furnish a wage and benefit bond.
2. Contractors employing two (2) to five (5) workmen shall furnish a five thousand dollar ($5,000.00) wage and benefit bond.
3. Contractors employing six (6) to ten (10) workmen shall furnish a fifteen thousand dollar ($15,000.00) wage and benefit bond.
4. Contractors employing eleven (11) to twenty (20) workmen shall furnish a twenty five thousand dollar ($25,000.00) wage and benefit bond.
5. Contractors employing twenty-one (21) to thirty (30) workmen shall furnish a thirty five thousand dollar ($35,000.00) wage and benefit bond.
6. Contractors employing thirty-one (31) or more workman shall furnish a fifty thousand dollar ($50,000.00) wage and benefit bond.

(c) The aforesaid bond shall be executed for a period of time to conform to time limitations set forth in this Agreement and shall be renewed as provided in subsequent Agreements.

(d) The bond shall provide that it may not be canceled by either the Employer or the Insurance Carrier without thirty (30) days' written notice in advance to Local Union 1701, I.B.E.W., by certified, registered, or insured mail. Proof of the execution of the bond, in the form

of an affidavit executed by the Insurance Carrier, shall be furnished Local Union 1701, I.B.E.W. The Local Union shall furnish a copy of the affidavit of bond to each fund.

(e) The Employers must furnish the Union within sixty (60) days from the effective date of the Agreement at least semiannually, a letter from their insurance companies certifying that all ladders and other working equipment used by the workmen have been inspected and are in a safe condition.

FURNISHING DEDUCTIONS STUB:
Section 2.08. Each Employer shall furnish a check stub with each payroll check showing all deductions from gross earnings.

UNION DUES DEDUCTION:
Section 2.09. 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.

DUES REMITTANCE:
Section 2.10. The total sum of dues withheld in Section 2.09 shall be typed in on the NEBF report form and a check for the total amount shall be mailed to the Local Union office, 2911 West Parrish Avenue, Owensboro, Kentucky, 42301 by the same date the payment to the NEBF is due.

INSPECTION OF PAYROLL RECORDS:
Section 2.11. Payroll records (limited to the classifications covered in this Working Agreement), including canceled checks and Employee's Social Security records, may be inspected by the Business Representative of the Local Union, N.E.C.A., or the Labor- Management Committee.

UNION RIGHT TO DISCIPLINE ITS MEMBERS:
Section 2.12. The Union reserves the right to discipline its members for violation of its laws, rules and agreements. The Employer does not assume any responsibility when the Union disciplines its members.

UNION PUTTING AWAY TOOLS:
Section 2.13. In the event of any unforeseen work stoppage, men will be instructed by the Local Union to first put away all tools and equipment.

ANNULMENT-SUBCONTRACTING:
Section 2.14. 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 resolutions of disputes.

Section 2.15. All employers, upon completion of a project, shall submit to the Union a Kentucky Department Labor form ES-46 for the purpose of the Union's participation in the State's Prevailing Wage hearing.

MANAGEMENT RIGHTS:
Section 2.16. 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.

ARTICLE III
HOURS - WAGES - WORKING CONDITIONS

WORKDAY AND WORKWEEK:
Section 3.01. Eight hours work between the hours of 6:00 a.m. and 5:30 p.m., with 30 minutes for a lunch period **and a morning and afternoon paid rest period of up to fifteen (15) minutes,** shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. The normal workday may be varied by no more than two hours by mutual agreement between the Union and the Employer. Workmen shall be paid at the rate time and one-half 1 ½) for working through lunch. Workmen shall be paid at the rate time and one- half (1 ½) until the start of a lunch period, taken at first available opportunity or if instructed to do so.

The employer, with 24 hours prior notice to the Union, may institute a work week consisting of four (4) consecutive ten (10) hour days between the hours of 6:00 A.M. and 6:00 P.M., Monday through Thursday, with one-half hour allowed for a lunch period. Friday may be used as a make- up day, and if utilized, a minimum of eight (8) hours work must be scheduled. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one- half times (1.5) the regular rate of pay. Workmen shall be paid at the rate time and one-half (1½) for working through lunch. Workmen shall be paid at the rate time and one-half (1 ½) until the start of a lunch period, taken at first available opportunity or if instructed to do so.

When shifts are worked, the starting time shall be adjusted to meet job requirements.

SHIFT WORK:
Section 3.02: When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall consist of eight (8) consecutive hours worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall be paid at the regular hourly rate of pay for all hours worked.

The second shift (swing shift) shall consist of eight consecutive hours worked between the hours of 4:30 P.M. and 1:00 A.M. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 15% for all hours worked.
The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 A.M. and 9:00 A.M. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 25% for all hours worked.

An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half times the "shift" hourly rate.

The Employer shall be permitted to adjust the starting hours of the shift by up to two (2) hours in order to meet the needs of the customer.

If the parties to the Agreement mutually agree, the shift week may commence with the third shift (graveyard shift) at 12:30 A.M. Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least five (5) consecutive days' duration unless mutually changed by the parties to this agreement.

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.

OVERTIME:
Section 3.03. All work performed outside of the regularly schedule working hours Monday through Friday and the first **8 hours** worked on Saturday will be paid at time and one-half of the regular straight-time rate. All work in excess of the first **8 hours** on Saturday, Sundays and the following holidays shall be paid at double the straight-time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Workmen shall also be paid at time and one-half (1.5) for work performed on Friday preceding a holiday that falls on Saturday or Monday following a holiday that falls on Sunday.
If both a Friday preceding a Holiday, and a Holiday that falls on Saturday are worked, Friday will be paid at the straight time rate and Saturday will be paid at double the straight time rate.

All work performed outside the regular scheduled hours on maintenance work shall be paid for at the rate of time and one-half (1.5) for all overtime except Sundays and the specified holidays.

Maintenance shall be defined as follows:
(a) Maintenance shall be work performed for the repair and upkeep of property, machinery and equipment within the limits of the customer's property.
(b) All work performed by the contractor on existing equipment and machinery in a given property shall be maintenance. This shall include replacement of existing individual items of machinery and equipment with new units. It is understood that this concept would not include replacement of an entire process line in a plant in order to increase production, but rather would apply to such individual items as compressors, pumps, furnaces, towers, etc.
(c) Changes to existing units for reason of feed stock changes or fuel changes shall be maintenance.

(d) Regarding buildings and structures, part of the plant property, these buildings would, of necessity, have to be kept in serviceable condition. However, construction of new additional buildings and structures would be of a new construction nature and the basic Inside Construction Agreement would prevail.

SHOW-UP TERMINATION PAY:
Section 3.04. Any person reporting for work and being laid off **or terminated, or who is contacted by a representative of the employer terminating their employment,** shall receive not less than two hours' wages and an opportunity to gather his tools and personal belongings and shall be paid off in full immediately. In the event the employee(s) is not paid, waiting time at the regular rate shall be charged **for a maximum of eight (8) hours per scheduled workday** until payment is made. **It shall be the sole responsibility of the employer to carry out all terminations of employment.**

MINIMUM SHOW-UP PAY:
Section 3.05. When workmen report on the job and do not start to work due to causes beyond their control, they shall be paid two hours' reporting time. In the event they start to work, and work is called off within two hours or less from the start of the workday, they shall be paid not less than two hours' time. In the event they start to work, and work 2 hours or more, they shall be paid not less than four hours' time.

This shall not apply if the workmen are notified not to report for work at least two hours prior to the beginning of the workday or assigned shift. Employees shall register their phone numbers or a number where they may be notified.

CREW SIZE: FOREMAN/GENERAL FOREMAN WAGES:
Section 3.06. On all commercial projects and maintenance projects requiring five (5) journeymen, one (1) shall be designated a Foreman by the Employer. The Foreman shall receive **three dollars and seventy-five cents ($3.75)** per hour above the Journeyman rate of pay and may work with the tools. A Foreman shall at no time supervise more than twelve (12) employees.

On all Prevailing Wage projects requiring four (4) Journeymen, one (1) shall be designated a Foreman by the Employer. The Foreman shall **receive three dollars and seventy-five cents ($3.75)** per hour above the Journeyman's hourly rate of pay and may work with the tools. A Foreman shall at no time supervise more than twelve (12) employees.

On all other projects requiring five (5) journeymen, one (1) shall be designated a Foreman by the Employer. The Foreman shall **receive three dollars and seventy-five cents ($3.75)** per hour above the Journeyman's hourly rate of pay and may work with the tools. A Foreman shall at no time supervise more than twelve (12) employees. General Foreman shall receive **six dollars ($6.00)** per hour above the Journeyman's hourly rate of pay.

After there are thirty-six (36) men on a job, excluding the Foreman, a General Foreman shall be named by the Employer. Whenever there are more than seventy-two (72) men on a job, excluding the Foreman, a second General Foreman shall be named by the Employer. The progressive schedule shall be as follows: after thirty-six (36) men, excluding the Foreman, one General Foreman, after seventy-two (72) men, excluding the Foreman, a second General Foreman, after one-hundred and eight (108) men, excluding the Foreman, a third General Foreman shall be named, etc. A General Foreman shall not work with the tools.

FOREMAN CALL OUT BY NAME:
Section 3.07. The Employer shall have the right to call Foremen by name provided:

(a) The employee has not quit his previous employer within the **past week.**

(b) The employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman provided the name appears on the highest priority group.

(c) When an employee is called as a Foreman, he must remain as a Foreman for **500** hours or must receive a reduction in force.

(d) The Employer shall notify the Business Manager, in writing, of the job, shift and anticipated job duration of the initial callout.

(e) When an employee is called as a Foreman, he shall perform the duties of a Foreman.

JOB LAYOUT:
Section 3.08. On jobs having a Foreman, workmen are not to take directions or orders, or accept the layout of any job from anyone except the Foreman; however, the Employer or his representative may issue instructions or a layout to any workman, providing such instructions or layout are in writing, signed and dated by the person issuing such instructions.

NO DOUBLE JOB SUPERVISION:
Section 3.09. No Foreman of one job shall at the same time perform work on another job.

LABOR DAY:
Section 3.10. No work shall be performed on Labor Day except in the case of an emergency and then only after permission is granted by the Business Representative of the local Union or his representative.

PRE-NEGOTIATED WAGES PAY DATE:
Section 3.11. Should the parties agree to negotiate a multiple-year Agreement, the wage scale negotiated in advance shall be paid on all jobs on the anniversary date of the Agreement.

CLASSIFICATIONS/WAGES:
Section 3.12 Total Package Increase: First Year - $2.95, Second Year - $3.25, and Third Year - $3.42. The effective date of the first increase will be June 1st, 2026. The package consists of Wages, Health & Welfare, Local Pension, HRA, NEBF, JATC, JATC, and LMCC. Should any changes occur to the package, the Union shall notify each employer of these changes and subsequent changes to the wage rates. If there are no changes, the wage rate for all work is as follows:

• **Journeyman Wireman**	**6/01/26**	**6/01/27**	**6/01/28**
	$40.47	**$42.94**	**$45.55**

- **Journeyman Technician** 100% of Journeyman Wireman Rate
- **Foreman** **$3.75** above the Journeyman Minimum Foreman rates see Section 3.06
- **General Foreman** **$6.00** above the Journeyman Wireman Rate
- **Heliarc Welding** $.25 above the Journeyman Wireman Rate
- **Cable Splicing** $.25 above the Journeyman Wireman Rate
- **Certified Instrument Technician** 10% per hour above the Journeyman rate for all hours worked as a Technician as required by the Employer or Customer.

ADUSTED RATIO FOR PROJECTS UP TO 15,000 MANHOURS:

1. For all commercial projects up to 15,000-man hours of labor, an adjusted ratio of 2 Apprentices for every 1 Journeyman shall be allowed.

2. For all industrial projects up to 15,000-man hours of labor, an adjusted ratio of 1 Apprentices for every 1 Journeyman shall be allowed.

3. The Employe shall notify the Local Union prior to a job starting where an adjusted ratio is being utilized.

APPRENTICE WIREMAN -SIX (6) PERIODS

All apprentices shall be paid the appropriate percent (%) as listed in the following schedule:

PERIOD	PERCENT
1 Period	43% of Journeyman Wireman Rate
2 Period	47% of Journeyman Wireman Rate
3 Period	55% of Journeyman Wireman Rate
4 Period	60% of Journeyman Wireman Rate
5 Period	65% of Journeyman Wireman Rate
6 Period	75% of Journeyman Wireman Rate

At no time shall any employee receive less than the Federal or State Minimum Wage. In addition to the above hourly rates, payments shall be made as follows:

Employer Contributions:

1. NEBF.....3% of Gross Payroll
2. Health & Welfare Fund.....Current Trustee Approved Rate
3. Local Union Pension 23%
4. Local Educational Fund.....2.8%
5. Administrative Maintenance Fund. ..... $.12 Per Hour
6. LMCC.....0.3%
7. HRA.....2%

Employee Responsibility (Deduct):

1) Working Dues.....4.5% of Gross Wages
2) Vacation Fund. .....4% of Gross Wages
3) Local 1701 COPE Fund.....$.05 Per Hour

TRAVEL PAY WHEN REPORT TO SHOP:

Section 3.13. When workmen are ordered to report to the shop, the Employer shall pay for traveling time and furnish transportation from the shop to the job, job to job, and job to the shop. When the employee is required to report to a job and required to change jobs during regular work hours, the Employer shall pay for traveling time and furnish transportation.

NO TRAVEL PAY TO/FROM JOB:

Section 3.14. No traveling time shall be paid before or after working hours to workmen for traveling to or from any job in the jurisdiction of the Union when workmen are ordered to report on the job.

ACCIDENT RECORD KEEPING; MEDICAL AID:
Section 3.15. Accident records shall be kept and maintained by each Employer and shall be made available on request to the labor-Management Committee and/or the respective Business Representatives for the Employer and the Union.
Employees injured on the job shall be permitted medical aid or treatment on Company time and shall receive full pay for the shift on which the employee was working at the time the injury occurred, providing the injury is to the extent the employee is instructed not to return to work by competent medical authority.

SAFETY MEASURES:
Section 3.16. On all energized circuits or equipment carrying 440 volts or over, as a safety measure, two or more Journeyman must work together.

HIGH TIME:
Section 3.17. When workman are required to work on light towers, radio antennas, high bridges, structural steel, or any work of a similar hazardous nature, when no safety scaffold is used under the workman, the wage scale for the first fifty (50) feet above the ground shall be the regular Journeyman rate. On work over the first fifty (50) feet above the ground as stipulated, the rate of pay shall be one and one-half (11/2) times the regular Journeyman scale. Such rate is to be paid only to workman actually performing the work at such heights. Structural steel is defined to mean open, unprotected, unfloored raw steel.

TOOLS FURNISHED BY JOURNEYMAN:
Section 3.18. A Journeyman shall provide himself with the following minimum list of tools:

1 tool box
1 pair side cut pliers
2 pair Channellock pliers
1 pair diagonal cutting pliers
1 10" adjustable end wrench
1 medium screwdriver, approx. 1/4"
1 stubby screwdriver
1 MC Cable Cutter
1 keyhole saw
1 level-not to exceed 12"
1 medium size fuse puller
1 Basic Multimeter
1 12" combination square
1 16ft Tape Measure
1 pair thin nose pliers
1 tap wrench
1 6' folding wood rule and/or 12' tape
1 small screwdriver, approx. 1/8"
1 large screwdriver, approx. 3/8"
1 claw hammer or ball pean hammer
1 wire strippers
1 set Allen wrenches
1 center punch
1 Phillips screwdriver, medium
1 flashlight
1 knife
1 Socket Set up to 3/8" drive and up 3/4" socket

TOOLS FURNISHED BY EMPLOYER:
Section 3.19. The Employer shall furnish all other necessary tools or equipment. Workmen will be held responsible for the loss of tools or equipment issued to them providing the Employer furnishes the necessary lockers, toolboxes, or other safe place for storage.

AGE-RATIO: (50 YEAR AGE REQUIREMENT)
Section 3.20. On all jobs requiring five (5) or more Journeymen, at least every fifth Journeyman, if available, shall be fifty (50) years of age or older.

ELECTRICAL WORK INSTALLATION:
Section 3.21. Workmen shall install all electrical work in a safe and workmanlike manner and in accordance with applicable code and contract specifications.

CORRECTIONS ON IMPROPER WORK:
Section 3.22. A Journeyman shall be required to make correction on improper workmanship for which he is responsible on his own time and during regular working hours, unless errors were made by orders of the Employer or Employer's Representative. Employers shall notify the Union of workmen who fail to adjust improper workmanship and the Union assumes responsibility for the enforcement of this provision.

ACCESS TO SHOP OR JOB:
Section 3.23. The representative of the Union shall be allowed access to any shop or job to conduct Union business pertaining to that shop or job at any reasonable time when workmen are employed under the terms of this Agreement.

STEWARD APPOINTMENT, DISCHARGE OR LAY-OFF:
Section 3.24. The Business Manager of the Union shall have the right to appoint Stewards at all shops and on all jobs. Such Stewards shall work with the tools, except that they shall be allowed sufficient time, without loss of pay, to perform their duties as Steward.
The Employer shall be notified in writing of the name of the person designated as the Union Steward on any job or in any shop.
A Steward shall not cause a stoppage of work. The Steward shall immediately notify the Business Manager when any problem arises which he cannot adjust.
The Employer shall have the right to discharge a Steward for unsatisfactory work or unsatisfactory conduct. The Employer shall give the Business Manager notice prior to discharging a Steward for unsatisfactory work or unsatisfactory conduct.
A Steward may be laid-off or transferred by the Employer when a job or shop is seven (7) men or less. The Employer shall give the Business Manager a twenty-four (24) hour notice of its intent to lay-off or transfer a Steward.

WAGES WITHHOLDING:
Section 3.26. (a) Wages shall be paid weekly not later than quitting time Friday and not more than six (6) days wages may be withheld at any time. Any workman laid off or discharged by the Employer shall be paid all wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged **for a maximum of eight (8) hours per scheduled workday** until payment is made.

DIRECT DEPOSIT:
Section 3.26 (b) The direct electronic deposit of wages to the bank or credit union of the employee's choice may be installed for all employees. Unless the employee can show a bonified reason of hardship to not use direct deposit as determined by the Representative of the IBEW and NECA Chapter. Employees shall receive a pay stub showing all employer required deductions.

TERMINATION NOTICE:
Section 3.28. When an employee is terminated for any reason, he shall be given a termination notice stating the reason and date of termination and whether he is eligible for rehire on the job or in the shop from which he is terminated. It shall be the responsibility of the employee's immediate supervisor to complete the termination notice. Copies of each notice shall be supplied to the Union and employee being terminated. The employee shall proceed as follows:
a) Gather his tools and belongings immediately.
b) Secure his termination slip and pay.
c) Leave the job as soon as possible and cause no disturbance.
d) If for any reason he believes himself discriminated against, he shall file a written grievance with the Business Representative of the Union within forty-eight (48) hours after the end of work on which termination occurred. (Saturday, Sunday and Holidays excluded).

SUITABLE ACCOMODATIONS FOR BREAKS AND LUNCH
Section 3.29. On new construction projects, exceeding 1600 man-hours, and where no other facilities exist, the employer shall furnish suitable/practical accommodations, out of the weather, where employees may eat lunch and may be used for breaks. An area requiring jobsite PPE does not constitute suitable.

RAIN GEAR
Section 3.30. If an employee is required by the employer to work m inclement weather appropriate rain gear shall be provided.

ARTICLE IV
STANDARD INSIDE APPRENTICESHIP & TRAINING LANGUAGE

Section 4.01. There shall be a local Joint Apprenticeship and Training Committee (JATC) consisting of a total of either 6 or 8 members who shall also serve as trustees to the local apprenticeship and training trust. An equal number of members (either 3 or 4) shall be appointed, in writing, by the local chapter of the National Electrical Contractors Association (NECA) and the local union of the International Brotherhood of Electrical Workers (IBEW).

The local apprenticeship standards shall be in conformance with national guideline standards and industry policies to ensure that each apprentice has satisfactorily completed the NJATC required hours and course of study. All apprenticeship standards shall be registered with the NJATC before being submitted to the appropriate registration agency.

The JATC shall be responsible for the training of apprentices, journeymen, installers, technicians, and all others (unindentured, intermediate journeymen, etc.).

Section 4.02. All JATC member appointments, re-appointments and acceptance of appointments shall be in writing. Each member shall be appointed for a (3 year term, unless being appointed for a lesser period of time to complete an unexpired term. The terms shall be staggered, with one (1) term from each side expiring each year. JATC members shall complete their appointed term unless removed for cause by the party they represent or they voluntarily resign. All vacancies shall be filled immediately.

The JATC shall select from its membership, but not both from the same party, a Chairman and a Secretary who shall retain voting privileges. The JATC will maintain one (1) set of minutes for JATC committee meetings and a separate set of minutes for Trust meetings.

The JATC should meet on a monthly basis, and also upon the call of the Chairman.

Section 4.03. Any issue concerning an apprentice or an apprenticeship matter shall be referred to the JATC for its review, evaluation, and resolve; as per standards and policies. If the JATC deadlocks on any issue, the matter shall be referred to the Labor-Management Committee for resolution as outlined in Article I of this agreement; except for trust fund matters, which shall be resolved as stipulated in the local trust instrument.

Section 4.04. There shall be only one (1) JATC and one (1) local apprenticeship and training trust. The JATC may, however, establish joint subcommittees to meet specific needs, such as residential or telecommunication apprenticeship. The JATC may also establish a subcommittee to oversee an apprenticeship program within a specified area of the jurisdiction covered by this agreement.

All subcommittee members shall be appointed, in writing, by the party they represent. A subcommittee member may or may not be a member of the JATC.

Section 4.05. The JATC may select and employ a part-time or a full-time Training Director and other support staff, as it deems necessary. In considering the qualification, duties, and responsibilities of the Training Director, the JATC should review the Training Director's Job Description provided by the NJATC. All employees of the JATC shall serve at the pleasure and discretion of the JATC.

Section 4.06. To help ensure diversity of training, provide reasonable continuous employment opportunities, and comply with apprenticeship rules and regulations, the JATC, as the program sponsor, shall have full authority for issuing all job training assignments and for transferring apprentices from one employer to another. The employer shall cooperate in providing apprentices with needed work experiences. The local union referral office shall be notified, in writing, of all job training assignments. If the employer is unable to provide reasonable continuous employment for apprentices, the JATC is to be so notified.

Section 4.07. All apprentices shall enter the program through the JATC as provided for in the registered apprenticeship standards and selection procedures.

An apprentice may have their indenture canceled by the JATC at any time prior to completion as stipulated in the registered standards. Time worked and accumulated in apprenticeship shall not be considered for local union referral purposes until the apprentice has satisfied all conditions of apprenticeship. Individuals terminated from apprenticeship shall not be assigned to any job in any classification, or participate in any related training, unless they are reinstated in apprenticeship as per the standards, or they qualify through means other than apprenticeship, at some time in the future, but no sooner than two years after their class has completed apprenticeship, and they have gained related knowledge and job skills to warrant such classification.

Section 4.08. The JATC shall select and indenture a sufficient number of apprentices to meet local manpower needs. The JATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per Section 5.12.

Section 4.09. Though the JATC cannot guarantee any number of apprentices; if a qualified employer requests an apprentice, the JATC shall make every effort to honor the request. If unable to fill the request within ten (10) working days, the JATC shall select and indenture the next available person from the active list of qualified applicants. An active list of qualified applicants shall be maintained by the JATC as per the selection procedures.

Section 4.10. To accommodate short-term needs when apprentices are unavailable, the JATC shall assign unindentured workers who meet the basic qualification for apprenticeship. Unindentured workers shall not remain employed if apprentices become available for OJT assignment. Unindentured workers shall be used to meet job site ratios except on wage and hour (prevailing wage) job sites.

Before being employed, the unindentured person must sign a letter of understanding with the JATC and the employer - agreeing that they are not to accumulate more than two thousand (2,000) hours as an unindentured, that they are subject to replacement by indentured apprentices and that they are not to work on wage and hour (prevailing wage) job sites.

Should an unindentured worker be selected for apprenticeship, the JATC will determine, as provided for in the apprenticeship standards, if some credit for hours worked as an unindentured will be applied toward the minimum OJT hours of apprenticeship.

The JATC may elect to offer voluntary related training to unindentured; such as Math Review, English, Safety, Orientation/Awareness, Introduction to OSHA, First-Aid and CPR. Participation shall be voluntary.

Section 4.11. The employer shall contribute to the local health and welfare plans and to the National Electrical Benefit Fund (NEBF) on behalf of all apprentices and unindentured. Contributions to other benefit plans may be addressed in other sections of this agreement.

Section 4.12. Each job site shall be allowed a ratio of _2_ apprentice(s) for every _3_ Journeyman Wiremen(man). (The local parties will determine the job site ratio; however, the ratio shall not be less than two apprentices for every three journeymen or fraction thereof. Should the parties agree to a ratio higher than the minimum 2 to 3, the following table must be modified to reflect the larger number of allowable apprentices.)

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
Etc.	Etc.
See adjusted ratio for projects up to 15,000 Man-Hours in Section 3.12 on Page 12.	

The first person assigned to any job site shall be a Journeyman Wireman.

A job site is considered to be the physical location where employees report for their work assignments. The employer's shop (service center) is considered to be a separate, single job site. All other physical locations where workers report for work are each considered to be a single, separate job site.

Section 4.13. An apprentice is to be under the supervision of a Journeyman Wireman at all times. This does not imply that the apprentice must always be in sight of a Journeyman Wireman. Journeymen are not required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the employer's designated supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. Journeymen are permitted to leave the immediate work area without being accompanied by the apprentice.

Apprentices, who have satisfactorily completed the first four years of related classroom training using the NJATC curriculum and accumulated a minimum of 6,500 hours of OJT with satisfactory performance, shall be permitted to work alone on any job site and receive work assignments in the same manner as a Journeyman Wireman.

An apprentice shall not be the first person assigned to a job site and apprentices shall not supervise the work of others.

Section 4.14. Upon satisfactory completion of apprenticeship, the JATC shall issue all graduating apprentices an appropriate diploma from the NJATC. The JATC shall encourage each graduating apprentice to apply for college credit through the NJATC. The JATC may also require each apprentice to acqmre any electrical license required for journeymen to work in the jurisdiction covered by this Agreement.

Section 4.15. The parties to this Agreement shall be bound by the Local Joint Apprenticeship Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947 as amended, ERISA, and other applicable regulations.

The Trustees authorized under this Trust Agreement are hereby empowered to determine the reasonable value of any facilities, materials, or services furnished by either party. All funds shall be handled and disbursed in accordance with the Trust Agreement.

Section 4.16. All Employers subject to the terms of this Agreement shall contribute the amount of funds specified by the parties' signatory to the local apprenticeship and training trust agreement. The current rate of contribution is: 2.8% This sum shall be due the Trust Fund by the same date as is their payment to the NEBF under the terms of the Restated Employees Benefit Agreement and Trust.

ARTICLE V
REFERRALPROCEDURE

Section 5.01. 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 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 5.02. The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 5.03. The Employer shall have the right to reject any applicant for employment.

Section 5.04. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or nonmembership 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 accord with the following procedure.

Section 5.05. The Union shall maintain a register of applicants for employment established on the basis of the Groups listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

JOURNEYMAN WIREMAN - JOURNEYMAN TECHNICIAN

GROUP I All applicants for employment who have four or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W., have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee, or have at least twelve thousand (12,000) hours experience in the trade, and, who have been employed in the trade for a period of at least one year in the last four 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 four or more years experience in the trade and who have passed a Journeyman Wireman's examination given by a duly constituted Inside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Wireman by any Inside 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 for at least six months in the last three 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.

Section 5.06 .If the registration list is exhausted and the Local 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 5.07. 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.

Section 5.08. "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which normal labor supply is secured:

Daviess	Hopkins	Ohio
Hancock	McLean	Union
Henderson	Muhlenberg	Webster

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 the Agreement applies.

Section 5.09. "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 5.10. 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 Inside Construction Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant shall be eligible for examination if he has four years' experience in the trade.

Section 5.11. 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.

Section 5.12. 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 5.13. 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 5.14 (a). 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 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 his GROUP.

REPEATED DISCHARGE:
Section 5.14 (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 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 5.15. The only exceptions which shall be allowed in this order ofreferral 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 requirement provided, however, that all

names in higher priority Groups, if any, shall first be exhausted before such overage references can be made.

Section 5.16. An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or the Association, as the case may be, and a Public Member appointed by both these members.

Section 5.17. 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 5.04 through 5.15 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 5.18. 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 5.19. 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 Employers who are parties to this Agreement.

Section 5.20. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.

Section 5.21 Reverse Layoff. When making reduction in the number of employees due to lack of work Employers shall use the following procedure:

a.) Temporary employees, if any are employed, shall be laid off first. Then Employees in Group IV shall be laid off next, if any are employed in this group. Next to be laid off are Employees in Group III, if any are employed in this group, then those in Group II, and then Group I.
b.) Paragraph (a) will not apply as long as the special skills requirement as provided for in the Portability Policy is required.
c.) Supervisory employees covered by the terms of this Agreement will be excluded from layoff as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate Group in the paragraph (a) above.

WORKER RECALL:

Section 5.23 An employer shall have the right to recall for employment any former employee that the employer has laid off, provided that:

a.) The former employee is in the highest level Group on the referral list containing applicants available for work, regardless of the individual's position on the list; or, if the former employee is a CW/CE, he or she is available for assignment regardless of the individual's position on the list;
b.) The recall is made within 45 days from the time of layoff;
c.) The former employee has not quit his most recent employer under this agreement within one week prior to the recall request;
d.) And the former employee is not an apprentice.

ARTICLE VI
NATIONAL ELECTRICAL BENEFIT FUND - NEBF:

Section 6.01. 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% percent 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. (NEBF Board 21, Post Office Box 3075, Evansville, Indiana 47730).

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.

ARTICLE VII
HEALTH AND WELFARE

H & W TRUST & FUNDING:

Section 7.01. It is further mutually agreed by the parties hereto that the Employer shall contribute to the NECA-IBEW Welfare Trust Fund the Current Trustee Approved Rate **(currently $8.85)** for each hour worked by each employee covered by this Agreement, as called for in the area wide health and welfare program, mutually agreed upon and made a part of said Agreement. Payment shall be made monthly on forms provided. Such contributions by participating Employers to the Trust Fund shall be paid on or before the fifteenth (15th) day of the month following the month for which they are due, and shall be paid by check, draft, or money order, drawn to the order of said NECA-IBEW Welfare Trust Fund, and shall be mailed together with the Health and Welfare copy of the EPR Live Report listing all employees alphabetically, with correct Social Security numbers, to the office of said NECA-IBEW Welfare Trust Fund, 2120 Hubbard Avenue, Decatur, Illinois 62526. The Union shall notify each Employer of any changes in contribution rates approved by the Trustees and agreed upon by the parties to this Agreement.

If an increase in the Health and Welfare premium occurs and / or either party wish to propose a change to the Health and Welfare provider, the parties mutually agree to open the contract to bargain either occurrence.

HRA:
Section 7.02. It is mutually agreed that the Employer shall contribute to the NECA-IBEW Welfare Trust Fund HRA, beginning September 11, 2017, 2% of gross hourly wages for each eligible Employee as defined in the Trust Agreement.

Contributions shall be made to NECA-IBEW Welfare Trust Fund and shall be paid on or before the 15th day of the month following the month for which hours were worked.

FAILURE TO REMIT FUNDS DUE:
Section 7.03. Individual Employers who fail to remit regularly shall be subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing before being served by the Union, provided the Employers fail to show satisfactory proof that delinquent payments have been paid to the NECA-IBEW Welfare Trust Fund.

ARTICLE VIII
LOCAL PENSION SAVINGS PLAN

Section 8.01. The parties agree to jointly participate in a pension savings plan for employees working under the terms and conditions of the Inside labor Agreement.
The Employer shall contribute an amount equal to twenty-three (23%) percent of the gross wages of each employee into the local Union 1701, I.B.E.W. Pension Savings Plan.
Contributions to the pension savings plan shall be forwarded monthly to the Custodian of the Fund. The Union shall notify each Employer of the name and mailing address of the Custodian. The present Custodian is Old National Trust Company**, NECA-IBEW Local 1701 Pension Benefit Trust Fund P.O. Box 3895 Evansville, IN 47737.** Contributions shall be paid on or before the fifteenth (15th) day of the month following the month for which the hours were worked. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE IX
VACATION PLAN

VACATION WITHHOLDING:
Section 9.01. Upon authorization of the employee, the Employer shall withhold four (4%) percent from the weekly payroll for each employee to be deposited by the Employer toward the employee's vacation fund.

DEPOSITING REMITTANCES WITHHELD:
Section 9.02. This vacation allowance shall be deposited to the account of the employee on a monthly transmittal to an institution selected by the Local Union. The present institution is **Green River Area Federal Credit Union, 3000 HWY 144 Owensboro, KY 42303.**

a) The Employer shall make all legal payroll withholdings for income tax, Social Security, unemployment insurance, etc., from the total wage.
b) The monthly transmittal shall cover every employee subject to this Agreement on the payroll for all payroll weeks ending within the calendar month.
c) On the monthly transmittal form the following information concerning each employee shall be set forth in separate columns:

1) Social Security number
2) Name of employee
3) The number of hours worked
4) The gross pay

d) The monthly transmittal form and accompanying check must be received by the bank no later than the fifteenth (15th) day of the following month.

a. Duplicate copies of the monthly transmittal form shall be sent by the bank to the office of Local Union 1701, I.B.E. W. 2911 West Parrish Avenue, Owensboro, Kentucky 42301.

NON-PAYMENT PENALTY:
Section 9.03. Any Employer signatory to the labor agreement's Letter of Assent and who fails to forward a copy of the appropriate transmittal form as designated and/or failing to deposit monies as prescribed herein, to the respective Trust Funds stated in this Agreement, and upon notification from the union by registered mail of his delinquency, and upon failure of the Employer to provide for the delinquency, may have his employees removed from his shop and/or job by the Business Representative. Further, as a penalty, the Employer shall pay each workman his regular straight time hourly rate for normal working hours during the time the workmen are off the job and until remittance is made.

ARTICLEX
LOCAL UNION 1701 IBEW COPE FUND

IBEWCOPE:
Section 10.01. The Local Union has established a fund for the purpose of providing financial support to political candidates supportive of labor issues. Funds collected shall be retained in the Local Union 1701 IBEW COPE Fund until distributed to selected candidates. The membership of the Local Union shall decide which, and how much, the selected political candidates will receive. Any member desiring a refund of his withholdings shall submit a written request to the Local Union COPE Committee for each month that he does not want to participate.

COPE WITHHOLDING:
Section 10.02. Upon authorization of the employee, the Employer shall withhold five ($.05) cents per hour for each hour worked by each employee covered by this Agreement.

REMITTING COPE DEDUCTIONS WITHHELD:
Section 10.03. The Employer shall type the total deductions on the NEBF report form and mail the report along with a check made payable to the "Local Union 1701 IBEW COPE Fund" for the total amount to the Local Union Office, 2911 West Parrish Avenue, Owensboro, Kentucky, 42301.

ARTICLE XI
NATIONAL ELECTRICAL INDUSTRY FUND (NEIF)

NEIF:
Section 11.01. Each individual Employer shall contribute an amount not to exceed one (1%) percent 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 (25%) percent of all productive electrical payroll in excess of 75,000 man-hours paid for electrical work in any one Chapter area during anyone calendar year, but not exceeding 150,000 man-hours.

2) One hundred (100%) percent of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during anyone 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 care of the Southern Indiana Chapter, N.E.C.A., Post Office Box 3075, Evansville, Indiana 47730, 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 labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

ARTICLE XII
ADMINISTRATIVE MAINTENANCE FUND:

Section 12.01. Effective August 1, 1995 all Employers who have designated the Southern Indiana Chapter, NECA as their representative for this labor agreement shall contribute $.12 per hour for each hour worked by each employee covered by this labor agreement to the Administrative Maintenance Fund. The funds are for the purpose of administration of the collective bargaining agreement, grievance handling and all other management duties and responsibilities in this agreement by the Employer. These funds shall not be used to the detriment of the Local Union or the IBEW. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the labor agreement by the 15th of the month. Collection of delinquent payment to this fund shall be the sole responsibility of the Southern Indiana Chapter, NECA. Funds shall be forwarded monthly to: Administrative Maintenance Fund, P.O. Box 3075, Evansville, IN 47730. It is the understanding of the parties that the fund is to be administered solely by the employers and that the utilization of the fund may not be used in any manner detrimental to the Local Union or the IBEW.

ARTICLE XIII
SUBSTANCE ABUSE

Section 13.01. 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.

EFFECTIVE DATE:
Section 13.02. The parties to this Agreement have jointly implemented a program and entered into an Agreement with a testing firm on June 26, 1998.

ARTICLE XIV
LABOR MANAGEMENT COOPERATION COMMITTEE (LMCC)

Section 14.01. 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 14.02. The Fund shall function in accordance with, and as provided in, it's 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 14.03. Each employer shall contribute .3% of gross labor payroll. 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_Southern Indiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 14.04. 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 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 XV
NATIONAL LABOR- MANAGEMENT COOPERATION COMMITTEE (NLMCC)

Section 15.01. The parties agree to participate in the NECA-IBEW National Labor Management operation 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 15.02. The Fund shall function in accordance with, and as provided in, it's 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 15.03. Each Employer shall contribute one cent (1ct) per hour worked under this Agreement up to a maximum of 150,000 hours per year. 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 Southern Indiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 15.04. 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 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 sha11 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.

Section 15.05. The one cent ($.01) contribution shall be made from the Local LMCC Fund established under Article IV of this Agreement.

ARTICLE XVI
CODE OF EXCELLENCE

Section 16.01. 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.

ARTICLE XVII
AFFILIATION FEE FUND

Section 17.01. The parties to this Agreement recognize that affiliation by the Local Union to Labor Councils and Building Trade Councils prove beneficial to both IBEW and NECA. The Employers agree to deduct and remit to the union for distribution to the IBEW Local 1701 Affiliation Fee Fund an amount agreed to by the membership, on a per hour for each hour worked by bargaining unit employees. These deductions shall only apply to bargaining unit employees who have working dues deducted. These deductions shall be made weekly and submitted monthly with the working dues.
NOTE: There is no Building and Trade affiliation fund. This is agreed upon language in the instance that the Kentucky State Building Trades implements such a fee.

ARTICLE XVIII
MANDATORY USE OF EPR LIVE REPORTING

Section 18.01. The use of EPR Live shall be mandatory for all contractors, for all man-hours reported in Local 1701's jurisdiction.

SEPARABILITY CLAUSE
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.

SIGNATURE PAGE

IN WITHNESS WHEREOF, the parties hereto have executed this Agreement on the 1st day of June 2026.

SIGNED FOR THE UNION

LOCAL #1701 INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS
2911 W. Parrish Ave.
Owensboro, KY 42301

6/1/26

RYAN HAYDEN DATE
BUSINESS MANAGER
IBEW LOCAL 1701

SIGNED FOR THE EMPLOYER

OWENSBORO DIVISION,
SOUTHERN INDIANA CHAPTER, NECA
P.O. Box 3075
Evansville, IN 47730

6-1-26

ADAM J. COOK DATE
EXECUTIVE VICE PRESIDENT
SOUTHERN INDIANA CHAPTER NECA

6-1-26

ANDREW ALVEY DATE
NECA OWENSBORO DIVISION
CHAIRMAN