

Effective Dates 6/1/24
through 5/31/27

SIGN AGREEMENT

CLIFFORD SIGNS INC
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 873

CONTENTS

		<u>Page Number</u>
Article I	Effective Date – Changes – Grievances – Disputes	1
Article II	Union – Employee – Employer Rights and Responsibilities	2
Article III	Referral Procedure	4
Article IV	Hours – Wages – Payments	5
Article V	Employer Contributions – Deductions	6
Article VI	Apprenticeship & Training	9
Article VII	Effect of Law	9

BASIC PRINCIPLES

This Agreement made and entered into by and between parties specified above, established by mutual consent of parties, specific rules and regulations to govern the employment, wage scales and working conditions for all the employees covered by this Agreement.

The Employer and the Union have a common and sympathetic interest in the neon and electrical sign 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 the 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. To these ends this Agreement is made.

It is hereby understood and agreed that nothing included in this Agreement shall be interpreted, construed, or applied in any way that will conflict with the provisions, requirements, purpose and intent of the constitution of the International Brotherhood of Electrical Workers, or with the obligations of its members in connection therewith.

This Agreement shall apply to all electrical work on electrical signs. Electrical work includes the manufacturing, assembling, installation and hanging of signage, electrical wiring, apparatus, equipment, units and devices, maintenance and repair thereof, together with manufacturing, installation and repair of all neon window work, borders, trimming, bending, repairing, pumping, all tubes, etc. Parking lot lighting repair that requires the use of a bucket truck and is done in conjunction with sign work shall be permitted. New installations and repairs that are not in conjunction with previously scheduled sign work will not be permitted. The above work shall be the jurisdictions of Local Union 873, IBEW.

ARTICLE I EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES

EFFECTIVE DATE

Section 1.01 This Agreement shall take effect June 1, 2024 and shall remain in effect until May 31, 2027 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.

CHANGES

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 this agreement or any anniversary date occurring thereafter.

Section 1.02(b) This Agreement may be reopened for negotiations by mutual consent upon ninety (90) days notice in writing of one party to the other for the purpose of correcting monetary or other inequities, which may be prevalent at the time. Any such changes or supplements 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.

Section 1.02 (c) 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.

Section 1.02 (d) 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.

Section 1.02 (e) 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 or disputes 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.

Section 1.02 (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.

Section 1.03 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.

GRIEVANCES/DISPUTES

Section 1.04 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 Clifford Signs Inc. shall select the management representatives.

Section 1.05 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 1.06 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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding hereto, which decision shall be given to the parties in writing and over the signatures of the Chairman and Secretary.

Section 1.07 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 1.08 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.

Section 1.09 Each party shall bear the expense of preparing and presenting its own case to the Labor-Management Committee and of its own representatives thereon, and if necessary, to said Council referred to in Section 1.

ARTICLE II UNION – EMPLOYEE – EMPLOYER RIGHTS AND RESPONSIBILITIES

RECOGNITION OF UNION

Section 2.01 (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees coming within the bargaining unit, with respect to wages, hours of work and all other terms and conditions of employment.

Section 2.01 (b) The Employer acknowledges the Union represents a majority of its bargaining unit employees and recognizes the Union under Section 9(a) of the National Labor Relations Act.

Section 2.01 (c) Unless prohibited by law, 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 eighth (8th) day following the date of their employment or the effective date of this Agreement, whichever is later. (Note: Under current Indiana law, this Section is null and void pursuant to IC 22-6-6.)

UNION ACCESS

Section 2.02 The Business Manager of the Union or Representative, carrying proper credentials shall be allowed to visit jobs or shops at any time, to interview the steward or the men at work, and to transact whatever legitimate business he may have to perform

PICKETS

Section 2.03 This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until notice is first given the Employer involved.

When such removal takes place as herein above provided, the Union or its representatives shall direct the workmen on such jobs to carefully put away all tools, material, equipment or any other property of the Employer in a safe manner. The Union will be financially responsible for any loss to the Employer for neglect in carrying out this provision, but only when a safe place is provided for these by the Employer.

EMPLOYER RESPONSIBILITIES

SECTION 2.04 Certain qualifications, knowledge, experience and financial responsibility are required of every one desiring to be an Employer in the Electrical Sign Industry. Therefore, an Employer who contracts for electrical sign work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and suitable financial status to meet the payroll requirements, and to meet compensation requirements for injured workmen and other insurance or protective requirements and employing not less than 1 sign electrician.

ANNULMENT/SUBCONTRACTING

Section 2.05 Local Union 873 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 sign or 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 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.

WORKERS COMPENSATION INSURANCE

Section 2.06 The Employer shall carry full compensation insurance and the name of the Company as well as the date of Expiration, shall be filed with the Union, for record. Any Contractor employing one or more men shall pay unemployment compensation. The Employer agrees to furnish the union each month a copy of the firm's payroll paid to employees covered by this agreement. This shall be on forms provided by the Local Employees Benefit Board and shall show the name of each employee, his classification, hourly wage rate, straight time hours worked, overtime hours and gross wage. This report shall be filed on employees working in the jurisdiction of IBEW Local 873.

MANAGEMENT RIGHTS

Section 2.07 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.

SUBSTANCE ABUSE

Section 2.08 The dangers and costs that alcohol and other chemical abuses can create in the electrical 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.

DISCRIMINATION

Section 2.09 (a) It shall be the policy of the parties to this Agreement that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, handicap, or national origin.

Section 2.09 (b) As used in this Agreement, the terms "he" or "his" or similar masculine pronouns shall be construed to include the feminine alternatives of such pronouns. Such terms are used solely for grammatical purposes and shall not be construed to limit this Agreement or its application on the basis of gender.

ARTICLE III REFERRAL PROCEDURE

Section 3.01 No Employer shall hire an applicant from Local Union 873, IBEW unless the applicant has first secured a referral slip from the Union.

Section 3.02 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 3.03 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 3.04 The Employer shall have the right to reject any applicant for employment.

Section 3.05 The Union shall maintain a register of applicants for employment. 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 accord with the following procedure.

Section 3.06 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 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.

Section 3.08 It is agreed that no one shall be discharged, except for just cause. However, when an Employee is discharged or terminated, he shall be given a termination notice stating the reason for and the date of termination.

It shall be the responsibility of the Employer or his representative to complete the termination notice, a copy of which shall be furnished to the Local Union office within seven (7) business days from the date on the termination notice.

The Employee shall be paid all wages due him immediately. The Employee shall proceed as follows:

- a) Gather his tools and belongings immediately.
- b) Secure his termination notice and wages due him.
- 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 Manager of the Union within forty-eight (48) hours after the end of the work day on which termination occurred
- e) Notification to the Employer of resignation by the Employee shall require the Employer to give a termination slip at that time. If not requested, termination slip shall be sent at the time Employee receives final check.

ARTICLE IV HOURS – WAGES – PAYMENTS

REGULAR WORK WEEK

Section 4.01(a) Any eight (8) hour period, with not less than thirty (30) minutes and not more than one (1) hour intermission for lunch, four (4) hours after starting time, between the hours of 7:00 a.m. and 4:30 p.m. (local prevailing time) shall constitute a regular work day. The regular work week shall consist of five (5) days, Monday through Friday, except when a designated holiday intervenes.

FOUR 10-HOUR DAYS

Section 4.01(b) In order to meet the needs of a customer or by mutual consent of the parties, the Employer 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 or one hour allowed for a lunch period. In the event of inclement weather, the Employer may opt to substitute Friday at the straight time rate of pay (except for Fridays that are observed holidays).

OVERTIME

Section 4.02(a) On work performed under Section 4.01(a), all work performed the ninth (9th) and tenth (10th) hours after the regular scheduled working hours during the regular work week and any eight (8) hours worked on Saturday between 7:00 a.m. and 4:30 p.m. shall be paid for at one and one-half (1 1/2) times the straight time rate of pay. All other hours worked including Sunday, and holidays (as set forth in Section 4.03), shall be paid for at double the regular straight time rate of pay.

FOUR 10-HOUR DAYS

Section 4.02(b) On work performed under Section 4.01(b), work performed after ten (10) hours in a work day shall be paid at two times (2) the straight time rate of pay. Work performed on Fridays, not including makeup days, shall be paid at one and one-half (1 1/2) times the straight time rate of pay for the first 8 hours and two times (2) the straight time rate of pay for all additional hours. Work performed on Saturdays, Sundays, and holidays (as set forth in Section 4.03) shall be paid at two times (2) the straight time rate of pay. (Note: The Saturday overtime provision applies only to jobs being worked on a 4-10's basis.)

HOLIDAYS

Section 4.03 Holidays as used herein are New Year's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday; and when it falls on a Sunday, it shall be celebrated on the following Monday. Veteran's Day may be substituted for Christmas Eve with mutual consent from Clifford Signs and IBEW 873.

SHOW-UP PAY

Section 4.04 Workman covered under this Agreement who report for work by direction of the Employer shall be entitled to two (2) hours pay at the established rate.

NO REST CLAUSE

Section 4.05 Any work performed by an individual who is not given at least eight (8) consecutive hours off of work will be paid for at one and one-half times their "shift" hourly rate until such time as that individual is.

TRAVEL TIME/TRANSPORTATION/EXPENSES

Section 4.06 (a) The Employer shall furnish transportation to and from all jobs within the territorial jurisdiction of the Union.

Section 4.06 (b) When the employer requires the employee to report to a shop or jobsite outside of the employees home local jurisdiction, the employer shall provide transportation, pay mileage at the current IRS rate, or pay the employee straight time rate from the jurisdictional boundary to the shop or jobsite and then from the shop or jobsite back to the jurisdictional boundary.

Section 4.06 (c) When an employee chooses to live outside of their home local's jurisdictional boundary no mileage or straight time rate of pay will be paid for travel to a shop or jobsite in their home local's jurisdiction.

PAYDAY

Section 4.07 Wages shall be paid weekly, in cash, by negotiable check, or by electronic deposit, not later than quitting time on Friday. Not more than four (4) days' wages may be withheld at any time. When negotiable check is selected by the employee, the Employer shall have the option to make payment at the job site or to mail the checks to employees. Mailed checks must be postmarked two days prior to the established payday. In the event an employee is not so paid, waiting time at fifteen percent (15%) of wages due shall be assessed daily (weekends and holidays included) until payment is made. Waiting time shall exclude any wages which have been mailed or are in the process of being electronically transferred. Additionally, the Employer shall not be responsible for errors or delays caused by a financial institution, the postal service, or incorrect information provided by an employee.

WAGES

Section 4.08 The minimum wages for Journeymen Sign Electricians.

SIGN ELECTRICIAN FOR LOCAL 873:

6/1/24
\$32.52

6/1/25
+\$2.50*

6/1/26
+\$2.25*

* (Allocation of raise to be determined by vote at union meeting two months prior to raise date.)

Section 4.09 The rate of wages for Apprentices shall be based on the hourly rate of the Journeyman Sign Electrician. Raises for apprentices are contingent on classes passed.

Apprentice classification

1st 6 months 50%
2nd 6 months 60%
3rd 6 months 65%
4th 6 months 70%

Apprentice classification

5th 6 months 75%
6th 6 months 80%
7th 6 months 85%
8th 6 months 90%

CDL

Section 4.10 Any Employee having a current CDL License will receive an additional \$0.40 per hour.

FOREMAN LANGUAGE

Section 4.11 On any job requiring 4 or more Employees, one (1) journeyman employee shall be designated as foreman by the Employer. Foreman shall be paid at 15% additional above the Journeyman rate.

VACATION

Section 4.12 Vacation periods shall be worked out to the satisfaction of Employer and Employee.

ARTICLE V EMPLOYER CONTRIBUTIONS – DEDUCTIONS

EMPLOYER CONTRIBUTIONS

NEBF

SECTION 5.01 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 the fifteen (15) calendar days following the end of each calendar month. The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust. An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent. The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

HEALTH & WELFARE

Section 5.02 The Employer shall pay into the NECA-IBEW Welfare Trust Fund as established by the Amended Agreement and Declaration of Trust executed as of November 1955. Effective June 1, 2021 the sum shall be eight dollars and fifty-three cents (\$8.53) per hour for each worked. The payment shall be made by check or draft and shall constitute a debt due and owing to the NECA-IBEW Welfare Trust Fund on the last day of each calendar month. The payment and payroll report shall be mailed to reach the appropriate office of the NECA-IBEW Welfare Trust Fund not later than fifteen (15) Calendar days following the end of each calendar month. Individual Employers, who fail to make payment as provided above, shall be subject to having this Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union provided the Employers fail to show satisfactory proof that delinquent payments have been made to the Welfare Fund.

The Employer agrees to be bound by the Amended Agreement and Declaration of Trust of the NECA-IBEW Welfare Trust Fund, and by any future amendments thereto.

The Employer agrees that it shall be bound by all actions taken by the Trustees of the NECA-IBEW Welfare Trust Fund in the administration of the Fund pursuant to the provisions of the Amended Agreement and declaration of Trust or as it may hereafter be amended.

HRA ACCOUNT

Section 5.03: Employees covered by this Agreement shall participate in the Health Reimbursement Arrangement (HRA) provided through the NECA-IBEW Welfare Trust Fund. The applicable hourly contribution rate specified in 5.02 reduced by the minimum hourly contribution rate as specified by the Trustees of the NECA-IBEW Welfare Trust Fund for said plan shall be the rate of contribution to an employee's Health Reimbursement Account.

ADJUSTMENTS/CHANGES IN RATE

Section 5.04 (a): Whenever the NECA-IBEW Welfare Trust Fund Trustees request an increase in the contribution rate, the parties agree to increase the same by a reduction of the wage rate and/or Health Reimbursement Arrangement (HRA) contribution.

Section 5.04 (b): IBEW Local Union 873 may allocate agreed upon increases within the total package. The Journeyman Sign Electrician total package is Journeyman Sign Electrician wage rate plus Journeyman Sign Electrician health and welfare contribution (including HRA contribution) plus Journeyman Sign Electrician defined benefit contribution. Further, if said increase occurs during negotiations, the parties agree said increase shall be a part of the economic package. This is to be completed by IBEW 873 with notification to the Chapter no fewer than thirty (30) days prior to a scheduled increment or a change due to NECA-IBEW Welfare Trust Fund Trustees action.

MONEY PURCHASE PENSION PLAN

Section 5.05 The Employer agrees to be bound by the Agreement and Trust entered into November 1, 1974, establishing the Local Union No. 873, IBEW Money Purchase Pension Plan and Trust Fund and by any amendments to said Trust.

The Employer will contribute (\$8.12) for all journeymen and apprentices above the 2nd period covered by this Agreement. Such payments shall be made by check, draft or money order payable to "IBEW Local Union 873 Money Purchase Pension Plan and Trust". This payment and the monthly payroll report, on forms provided, shall be mailed to reach the appropriate office not later than fifteen (15) calendar days following the end of each calendar month. Mail to Attn: HealthScope, P.O. Box 50440, Indianapolis, IN 46250-0440.

Employers who fail to remit regularly and fail to show satisfactory proof that delinquent payments have been made shall be subject to having this Agreement terminated after a seventy-two (72) hours notice in writing has been served by the Union.

NLMCC

Section 5.06 (a) The parties agree to participate in the Labor Management Cooperation fund, under authority of Section 6 (b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. S 175 (a) and Section 302 (c) (9) of the Labor-Management Relation Act, 29 U.S.C. S 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 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 5.06 (b) 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 5.06 (c) The Employer shall contribute one cent (\$.01) 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 Central Indiana Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 5.06 (d) If the 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 (\$20.00), for each month payment of contributions is delinquent to the Fund, such amount being liquidated damages, and not a penalty, reflecting the reasonable damages incurred by the Fund due to the delinquency of the payments. Such amount shall be added to and become a part of the contributions due and payable, and the whole amount due shall bear interest at the rate of ten percent (10%) per annum until paid. The Employer shall also be liable for all costs of collecting the payment together with attorneys' fees.

LLMCC

Section 5.07 The Employer shall also contribute to the Local Labor-Management Cooperative Committee. The contribution rate and the method of payment will be specified in the Inside Agreement.

APPRENTICESHIP

Section 5.08 The Employer 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 seventy cents (\$.70) per hour for each hour worked. 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

DEDUCTIONS

WORKING ASSESMENTS

Section 5.09 The Employer shall deduct weekly from the gross pay of each Employee, the current additional working dues in accord with the approved Local Union By-Laws (currently 5% of gross wages) on the basis of individually signed payroll deduction authorization forms. The aggregate of such deductions shall be mailed to the Financial Secretary of the Union by check or money order. All reports due in accordance with NEBF requirements. A list of individual names and hours worked from whom the deductions were made shall accompany such monies.

COPE

Section 5.10 Upon receipt of written authorization from an employee, the Employer shall deduct ten cents (\$.10) per hour worked for the IBEW Committee on Political Education. The amounts deducted shall be remitted monthly to the Local Union.

ARTICLE VI APPRENTICESHIP AND TRAINING

Section 6.01 Apprentices shall serve four years to become a full experienced Journeyman. All Apprentices shall enter the Program through the Local Joint Apprenticeship and Training Committee.

Apprentices shall not be permitted to be in a supervisory roll over a Journeyman Sign electrician or a Journeyman Inside wireman. Apprentices below 6th period shall not be permitted to oversee the training of another apprentice.

Each job site shall be allowed a ratio of two (2) apprentices for every three (3) Journeyman Signmen.

Number of Journeymen	Maximum Number of Apprentices/Unindentured
1 to 3	2
4 to 6	4
Etc.	Etc.

ARTICLE VII EFFECT OF LAW

Section 7.01 This represents the entire agreement of the parties, it being understood that there is no other Agreement or understanding either oral or written. The Employer understands that the Union is a fraternal society and as such, and in keeping with the provisions of the National Labor Relations Act, as amended, has the right to prescribe its own rules and regulations with respect to the acquisition or retention of membership in the Union or with respect to any other matters for its own use, otherwise shall have no effect, directly or indirectly upon this collective bargaining agreement, any employment relationship or the relationship between the parties.

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.

In Witness Whereof, the parties have executed this Agreement as of this day and year first above written.

Signed for Clifford Signs Inc.

Signed for the
International Brotherhood of
Electrical Workers Local Union 873

Amy M. Wilson
President

Michael A. Young
Business Manager