



LOCAL UNION 15

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

COLLECTIVE BARGAINING AGREEMENT

July 07, 2019

to

July 07, 2022

**ENERTOUCHE, INC.
d/b/a GOODCENTS SOLUTIONS**

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COLLECTIVE BARGAINING AGREEMENT BETWEEN ENERTOUCH,
INCORPORATED
AND
LOCAL UNION 15 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

PREAMBLE

The Agreement is made by and between EnerTouch, Inc. d/b/a GoodCents Solutions, (hereinafter the "Company") and Local Union 15 of the International Brotherhood of Electrical Workers, AFL-CIO (hereinafter the "Union").

BASIC PRINCIPLES

WHEREAS, the parties hereto desire to establish a standard of conditions under which the employees shall work for the Company and to provide for rates of pay, hours of work and other conditions of employment for such employees during the term of this Agreement.

WHEREAS, the purpose of this Agreement shall be to promote harmony in company-employee relations and to assist in the stabilization of the industry by education and cooperation.

WHEREAS, in order to provide the maximum opportunities for continuing employment, good working conditions and better wages for the employee, and to provide the service of the industry to the public at a fair and just price, the Company must be in a position to compete favorably with the various segments of the market for business communications, electronics and sound industry. To these ends this Agreement is made.

WHEREAS, 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 consideration, covenants and agreement herein contained, the parties agree as follows:

ARTICLE I
Incorporation of Recitals

Section 1. The foregoing recitals are incorporated as if fully set forth herein and are made part of this Agreement.

Section 2. This Agreement will be in effect for a 3-year period, beginning July 7, 2019 and ending July 7, 2022. The term of this agreement coincides with the current contract the Company has with Commonwealth Edison Company's Nature First Residential Load Management Program.

ARTICLE II
Representation and Recognition

Section 1. The Company recognizes the right of its employees to organize and bargain collectively through representatives of their choosing. The Union, having been certified by the National Labor Relations Board as the bargaining agent for all employees of the Company engaged in the work covered by the terms of this Agreement, is hereby recognized by the Company as the exclusive bargaining representative for all employees in such bargaining unit.

Section 2. Employees as a condition of employment shall be members of the Union.

Upon presentation of a written check-off authorization from an employee, the Company will deduct from the employee's pay and remit to the Union, initiation fees, dues, and regular and special assessments. The authorization shall be irrevocable for the term of the current Agreement between the Company and the Union.

Section 3. Employees shall be regarded as probationary employees until they attain ninety (90) days of net credited service, at which time they will be classified as regular employees.

Section 4. The bargaining unit covered by this Agreement shall consist of Employees classified as Technician 1, Technician 2 and Technician 3, and Lead Technician/Foreman.

Section 5. The Company and all employees working under this Agreement shall comply and operate in accordance with the electrical codes of each municipality wherein any work is performed.

Section 6. There shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any employee because of their membership in the Union or because of any lawful activities on behalf of the Union. No employee covered by this Agreement shall be subject to any form of discipline if the employee exercises the right to honor a lawful picket line.

ARTICLE III
Scope of Work

Section 1. The Company has entered into a cooperative agreement to implement Commonwealth Edison Company's (hereinafter "ComEd") Nature First Residential Load Management Program. The Company's present scope of work under the program includes the installation, removal, maintenance and service of direct load control switches on residential air conditioners throughout ComEd's service territory.

Section 2. Should any ComEd customer request that a previously installed switch be removed; such removal shall be performed by the Company's employees.

Section 3. The Company's employees shall perform switch repair service on both emergency and routine customer calls.

Section 4. Should the ComEd program be expanded to include other work not herein described, or if the Company contracts with ComEd to perform work under new programs, then the additional work and the employees performing such work shall be covered under the terms of this Agreement.

ARTICLE IV
Non-Discrimination

Section 1. In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin, or because the employee is an individual with a disability, disabled veteran, a veteran of the Vietnam era, or returns from a family medical leave.

Section 2. The Use of masculine or feminine gender, or any titles which connote gender in this Agreement, shall be construed as including both genders and not as a sex limitation.

ARTICLE V
Union Stewards

Section 1. The duly authorized representative of either party, if having in their possession proper credentials, shall be permitted to visit jobs during working hours to interview the Company or the employees, but they shall in no way interfere with the progress of the work.

Section 2. The Business manager of the Union shall have the right to appoint a steward, at his discretion, to the Company and/or to any job where employees are employed under the terms of this Agreement. The Business Manager of the Union shall also have the right to remove a steward for cause and appoint a successor. Such stewards shall see that the terms and provisions of this Agreement are being observed at all times. They shall be allowed sufficient time by the Company to attend to their duties as such. However, this shall not be construed as requiring the Company to place a non-working steward on any job. Under no circumstances shall stewards be discriminated against for the faithful performance of their duties as such.

Section 3. Provided further, stewards shall in no case cause a stoppage of work. In any case of trouble on the job, which they cannot adjust with the Company, they must refer such matters to the Business Manager of the Union, or his/her designee.

Section 4. The steward is to remain employed while the Company has three (3) or more employees therein, unless good cause is shown to justify removal.

Section 5. It is understood that a job shall mean any building or group of directly related building located in the area on which the Company is performing the work.

Section 6. The union shall notify the Company of the appointment of a steward and the Company shall not be required to recognize any other employee in the adjustment of complaints, except as may be provided elsewhere in this Agreement

Section 7. The Company shall notify the Union before giving employees in the bargaining unit formal warnings, suspensions or discharges. If advance notice is not reasonable, the Company shall notify the Union of the action taken as soon as is reasonably possible.

Section 8. Upon request, the Company shall provide the Union with a list of employees who are in the bargaining unit. Such list shall not be requested more frequently than once per month. The Company shall provide the Union and the steward written notification of employees who are discharged or who quit the service of the Company as soon as is reasonably practicable.

Section 9. The Steward has the responsibility to inspect all working credentials.

ARTICLE VI Management Rights

Section 1. The management of the Company and the direction of the working forces covered herein, including the right to hire, suspend, discharge for proper cause, promote, demote, transfer and lay off because of lack of work or for other proper reasons, are vested in the Company, except as otherwise expressly provided in this Agreement.

ARTICLE VII Stewards, Grievances and Arbitration

Section 1. There shall be a reasonable number of Stewards, covered by this Agreement, who shall be selected by the Union. Each steward shall be assigned to a specific work group or work groups and in general the jurisdiction of one Steward shall not overlap that of any other Steward. The Union shall furnish the Company with a list of the names of the Stewards and the work groups they represent.

Section 2. Chief Stewards shall be selected the Local Union. The Union shall furnish the Company with a list of the names of the employees selected as Chief Stewards.

Section 3. Only regular employees of the Company, employed in the respective work groups they represent, shall be designated as Stewards or Chief Stewards.

Section 4. It shall be one of the duties of the Stewards or Chief Stewards to attempt to adjust disputes or difference referred to them by any of the employees they

have been designated to represent.

Section 5. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation of application of any of the provisions of this Agreement or with respect to job working conditions, the term working conditions being limited to those elements concerned with the hours when an employee is at work and the acts required of the employee during such hours, the dispute or difference shall be sealed through the grievance procedure.

It is the intent of the Company, Local Union 15, and the employees that timely filed grievances shall be sealed promptly. A grievance is timely filed when submitted at Step 1 of the grievance process by the appropriate Local Union 15 representative in writing on the form adopted for such purpose to an appropriate management representative of the Company no later than thirty (30) calendar days after the date of the action complained of, or the date the employee became aware of reasonably should have become aware of Incident which is the basis for the grievance, whichever is later.

A dispute as to whether a particular disagreement is a proper subject for the Grievance procedure shall itself be treated as a grievance.

Grievance Process Steps

The dispute or difference shall be presented and first discussed by the employee concerned and the immediate Supervisor. The employee shall be accompanied by a steward, if the employee so requests. In the event that a dispute or difference cannot be resolved as a result of this discussion, a written grievance may be processed in the following manner.

Step One-Local Investigation

A local investigation and resolution of a grievance will be the responsibility of both parties presented by the Business Manager of the Union or his appointee.

If the grievance is not resolved in thirty (30) calendar days, the grievance shall be automatically processed to Step 2.

Step Two-Grievance Committee

A Joint Grievance Committee shall be established and be composed of the Business Manager of the Union or his appointee, and the President of the Company or his appointee.

Step Three-Arbitration

If the dispute or difference is not satisfactorily sealed by the Joint Grievance Committee within thirty (30) calendar days, it shall be referred, at the request of either party, to an impartial arbitrator.

The appointment of an impartial arbitrator shall be made from a list furnished to the parties under the procedure provided in the Voluntary labor Arbitration Rules of the Federal Mediation and Conciliation Services (FMCS). The list shall contain the names of 15 arbitrators all of whom are members of the National Academy of Arbitrators. No arbitrator shall be included in the list who has been selected to act or is active as the impartial arbitrator in any other pending labor arbitrator between the Company and Local Union 15. Each party will removed no more than seven of the arbitrators from the list and return it to the Federal Mediation and Conciliation Service. When the appointment of an impartial arbitrator is made under such rules, the arbitration shall be conducted under the

Voluntary labor Arbitration Rules of the Federal Mediation and Conciliation Service. All decisions rendered by the impartial arbitrator shall be final and binding on both parties. The impartial arbitrator shall be governed wholly by the terms of this Agreement and shall have no power to add or to change its terms.

Each party in an arbitration proceeding may be represented in each proceeding by any person authorized in writing by such party. Such representative(s) may examine all witnesses in the proceedings.

Each of the parties in the arbitration proceeding shall bear the fees and expenses it incurs, and the fees and expenses of the impartial arbitrator shall be borne equally by the parties.

ARTICLE VIII Employees

Section 1. All employees who are employed for and normally scheduled to work Forty (40) or more hours per week shall be "Regular Employees." Provided, however, probationary employees shall retain such status until the completion of the probationary period.

ARTICLE IX Service and Seniority

Section 1. Length of employment with the Company shall be "service" with the company and "seniority".

ARTICLE X Transfers, Layoffs and Recalls

Section 1. Layoffs of employees because of lack of work and recalls shall be made in accordance with the following provisions

- (a) Employees who have not established seniority shall be laid off first.
- (b) Thereafter, employees shall be laid off in the inverse order of their established seniority within the affected job classification. Provided further, employees who are affected by a lay off shall have the right to "bump" the employee with the least seniority in the next lowest job classification. And provided further, an employee accepting a demotion under the terms herein shall retain his or her seniority with the new job classification.
- (c) In order to expedite the processing of layoffs and to insure that layoffs are in accordance with this section, the Company shall notify the Union of the layoff before it occurs. All employees with seniority included in the layoff shall be advised that they are being laid off at least one (1) hour before the layoff commences. No employee with two (2) or more years of service with the Company shall be laid off for economic reasons because of lack of work without one week notice, or payment therefore when such notice is not given. Any employee with seniority who believes the layoff is incorrect shall immediately contact the business representative of the Union

Section 2. When adding to the forces, those inactive employees having established classification seniority most recently laid off because of curtailment of work shall be the first to be recalled to their classification if they are available and, if they have previously performed and are still qualified to perform the work available.

In cases of recall, employees laid off less than twelve (12) months shall be notified to return to work in accordance with their classification seniority status by telephone or by

certified mail or telegram forwarded to their last known address appearing on the Company's records. Such employee shall be considered to have voluntarily quit employment and their seniority status be terminated if they fail to report for work within seventy-two (72) hours after notice is given by telephone and certified mail.

Section 3. An employee laid off in violation of this Article shall be entitled to reinstate and compensation for wages lost due to the improper layoff, provided a grievance is filed as provided under Article VII of this Agreement.

Any employee laid off in violation of the forgoing rules shall be entitled to reinstatement and to compensation for wages lost because of the improper layoff. In the event the Company does not know at the time of layoff that the rule was being violated and it is later found to be the case, then in that event restitution shall be limited to two (2) weeks wages in addition to the reinstatement of the employee. The Company shall not be privileged to change the improper layoff to a discharge as a means of avoiding its obligation in the case of the improper layoff.

Section 4. A temporary layoff not to exceed three (3) working days may be given, without regard to Section 1 and 3, to employees of established seniority in the event that work progress on a job is stopped because of inclement weather, lack of materials or interference by other trades. A temporary layoff, properly anticipated being for more than three (3) consecutive working days or continuing beyond three (3) consecutive working days must be made in accordance with the provisions of Section 1 of this Article.

Section 5. Employees shall be paid all money due to them for time worked at the time of layoff.

Section 6. Employees shall be transferred in inverse order of their established seniority within the affected classification or type of work they are normally assigned.

ARTICLE XI Hours of Work and Overtime

Section 1. The regular workday for all employees shall consist of eight (8) hours, normally between 8:00 a.m. and 4:30 p.m., Monday through Friday. Upon the written consent of both parties, the Company may change the regular workday to consist of ten (10) hours, normally between 8:00 a.m. and 6:30 p.m., 4 weekdays per week.

A lunch period of thirty (30) minutes may be allowed for each workday

All overtime work required after the completion of a regular work day shall be paid at one and one-half (1 ½) times the regular rate. There shall be no pyramiding of overtime rates and the double straight time rate shall be the maximum compensation for any hour worked.

Section 2. Employees shall have the responsibility to work a reasonable amount of overtime at one and one-half (1 ½) the regular hourly wage for work performed

- (a) In excess of forty (40) hours in any one (1) week
- (b) For all "call out" prior to the employee's regularly scheduled starting time.

- (c) For all work performed on Saturday except for make up days as referenced in section XIII
- (d) No employee will be required to work more than 16 hours a day

Section 3. Employees shall be compensated for all hours worked as required under law, including starting work early, working through meal periods or overtime, if requested to do so by the Company.

Section 4. As far as practicable, overtime shall be distributed, equally among employees in each work group or job classification, taking into account the qualifications required and the availability of employees. All over time offered will be included in the overtime list.

- (a) The employee with the least amount of cumulated overtime in the work group or job classification shall be afforded the first opportunity to work overtime. However, the Company shall not be required to make assignments that would result in a rest period penalty. Unless presently modified by local agreement when overtime work is required following a basic workday, the employee on the job will continue on the job.
- (b) In the event that no employees accept the overtime after the Company goes through the overtime list the Company may force the employees with the least amount of cumulative overtime to work the designated overtime.
- (c) When overtime is improperly assigned to an employee outside the proper work group or job classification, the Company shall return the equivalent amount of overtime to the work group or job classification by affording the bypassed employee with the least amount of cumulated overtime the opportunity to an equivalent amount of overtime on work which would not be done on an overtime basis. The opportunity shall be made available within 30 days. Such makeup overtime will not conflict with the individual's right for overtime in their own classification.
- (d) When an employee is improperly bypassed in the assignment of overtime and the overtime is assigned within the proper overtime work group or job classification, the Company by subsequent overtime assignments shall afford the employee who should have received the overtime assignment the opportunity to regain the number of overtime hours lost on the overtime list. Such subsequent overtime assignments shall be subject to the overtime lists as adjusted biweekly. If the employee does not regain the number of overtime hours lost on the overtime list within two biweekly posting periods, the employee will be afforded the opportunity to work overtime hours equivalent to the remainder of the hours missed, on work which would not be done on an overtime basis. This opportunity will be made available within 30 days. Such makeup overtime will not conflict with the individual's right for overtime in their own classification.
- (e) Lists of cumulated overtime for the calendar year shall be posted biweekly on bulletin boards and shall be used as the basis for overtime distribution for the period of their posting. These lists shall show the equivalent number of straight time hours paid.

Section 5. Employees will have 5 paid Holidays per year, which include New Years Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. When one of these Holidays falls on a Saturday or Sunday, it shall be observed as follows:

- (a) On Friday if the Holiday falls on Saturday
- (b) On Monday if the Holiday falls on Sunday

If an employee works on a paid Holiday the employee will be paid at their basic hourly

rate for the day and in addition will be paid double time for all hours worked

- (c) Double time shall be paid for all work performed on Sundays and the following designated Holidays Memorial Day and Christmas Eve.

Section 6. To facilitate meeting customer requirements, the Company may meet with representatives of the Union to establish and schedule shift work. An employee must be notified of a change in shift hours on the regular workday hours at least forty-eight hours before the change.

Section 7. An employee reporting to work during a scheduled work day, without prior notice to the contrary, and who is not able to commence work due to inclement weather or other circumstances beyond the employee's control, shall be guaranteed four (4) hours of regular pay. Should the employee begin work and is unable to continue the work day for similar reasons, then the employee shall be guaranteed four (4) hours of regular pay. When the work extends beyond the first four (4) hours of the workday, the employee shall be guaranteed eight (8) hours of regular pay. The same terms apply to any call-out work

Section 8. If as a result of a loss of eight (8) hours in a workweek due to weather conditions or other causes beyond the employee's control, the Company may determine it is necessary to schedule additional workdays. These additional workdays will be considered as make-up days and will be scheduled as eight hours workdays. All hours worked, as make-up hours will be paid at the straight time rate up to forty (40) hours straight time pay for the week. To finish the make up day, up to two (2) additional hours may be worked at time and one half the straight time rate. Make-up days will normally be scheduled on the employee's first regular day off.

Section 9. When employees are sent to work outside the jurisdiction covered by this Agreement, all transportation expenses shall be paid by the Company and room and board shall be paid by the Company if employees are required to remain away from home overnight. The per diem rate shall be \$36.00 per day or \$50.00 per day if receipted. Service outside the jurisdiction shall be afforded to the most senior qualified employees. In the event there are not a sufficient number of volunteers needed to perform the work, then the least senior qualified employees shall be required to travel and perform the work under the terms herein.

ARTICLE XII Stand By and Call Out

Section 1. If the employee is called out and is able to fix the trouble without leaving his/her residence, the employee shall be compensated at the applicable overtime rate for all time so worked. There shall be a minimum of one-half (1/2) hour pay for such time worked.

Section 2. "Call-out" shall mean that an employee is called while he/she is off duty and instructed to report to work at the designated report location or customer site. An employee responding to a call-out shall be paid from the time he/she leaves his/her off duty location until the time he/she returns. A minimum of two (2) hours pay at the applicable overtime rate shall be paid unless the call occurs less than two (2) hours before the start of the employee's next scheduled tour, at which time the employee shall be paid from the time the employee leaves his/her off duty location until the start off duty location, the employee shall be eligible for compensation in accordance with Section 5 above.

Section 3. An employee who is called to report to work from his/her off duty

location and has worked at least four hours and completes the assignment prior to the beginning of his/her scheduled tour, the employee shall be granted a period of six (6) hours away from the job. That portion of this six (6) hour recuperation period which extends beyond the start of the employee's regularly assigned tour, if any, shall be classified as excused time from work without pay

When the employee is called to report to work from his/her off duty location and the time spent on the assignment extends to or past the start of the employee's regularly scheduled tour, the employee may be excused without pay for the remainder of the regularly scheduled tour when the tour time spent on the assignment and the regularly scheduled tour totals twelve (12) hours.

ARTICLE XIII
WAGES

Section 1. The minimum wage rates for employees covered by this Agreement are as follows effective July 7, 2019 thru July 7, 2022.

Section 2. The foregoing wage rates include a total wage and benefit package to be allocated between wages and benefits as determined by the Union.

Section 3 The general description of the job classifications outlined here in is as follows:

- | | | |
|-----|-----------------|--|
| (a) | Technician 1 | 0-3000 hours of service. |
| | Technician 2 | 3,000 - 6,000 hours of service. |
| | Technician 3 | more than 6,000 hours of service. |
| | Lead Technician | will be picked from the most current list of qualified Technician 3's. |

ARTICLE XIV
Automobile Allowance

Section 1. The employee shall report to the designated report location or job Site unless otherwise notified by the Company. The Company shall be responsible for employee transportation from home to job or from job to home. The Company shall supply transportation, except as provided for in Section 3 below, for all employees from report location to job, from job to job and return to the initial reporting locations.

Section 2. The Company may deliver Company equipment and materials to the job site or employees may deliver such equipment and material in Company provided vehicles or employees may deliver equipment and material in their personal vehicles, as provided in Section 3 below.

Section 3. No employee shall be required to use his personal vehicle for Company business. However, in the event the employee agrees to use his personal vehicle, the Company shall reimburse the employee for all appropriate receipted expenses, such as toll charges and parking. The employee shall also receive payment for such traveled road miles at the rate approved by the Internal Revenue Service (IRS) of the United States as a business use deduction. Such rate shall not be less than twenty-eight (28) cents per mile traveled. If such employee is instructed to transport Company material and/or equipment, other than normal hand tools, he shall be paid a daily travel allowance of \$5.00.

Section 4. Employees shall take all reasonable measures to insure the safekeeping of the Company equipment and material when there is overnight or over-the-weekend parking.

Section 5. Nothing in this Article shall exclude the Company from the responsibility for loss resulting from collision, property damage and personal liability, which may be incurred while the employee's vehicle is being used for Company business.

ARTICLE XV

Safety

Section 1. Safety is a concern to the Company and the Union. The Company and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principals of safety on the part of all employees to provide for their own safety and that of their fellow employees, customers and general public.

Section 2. The Company shall notify the Union of safety issues brought to the Company's attention, which may have a direct impact on employees in the bargaining unit. Likewise, employees shall notify the Company of any unsafe working conditions brought to their attention.

Section 3. The Company shall make and enforce reasonable provisions for the safety and health of employees during working hours and shall provide all reasonable protective devices and other equipment to protect them from injury. Employees must comply with all reasonable safety rules issued by the Company.

Section 4. Employees shall not be required to work in an area that is unreasonably hazardous to their health or safety. If an employee encounters a hazardous condition in an assigned work area, he shall contact his supervisor for further instructions. When employees express reasonable concerns about their personal safety in connection with an assignment in a locality in which it is reasonable for them to believe that they may be victims of assault or other criminal activity, the employee will not be required to work alone.

ARTICLE XVI
Benefits and Vacation

Benefits are provided by the Company. The details of the benefits are attached to this Agreement as Appendix A and made part hereof. In addition, the Company shall provide each employee with the details of the benefits and a copy of the benefit plans. During the term of this Agreement, no change which would reduce or diminish the benefits or privileges provided by the Plan may be made without the agreement of the Union. Effective 7/7/2019 employees will continue to share the cost of medical premiums with the Company as follows:

Employee % Cost Share for Benefits 7/7/2019-7/7/2022:

MEDICAL

Employee: 15%
Employee + Spouse: 14%
Employee + Children: 16%
Family: 15%

DENTAL

Employee % Cost: 30%

VISION

Employee % Cost: 100%

1. Vacation Leave

Vacation leave is based on an allotment of time in conjunction with time of service.

Available to full time (30+ hours per week) employees beginning Jan 1st until Dec. 31st

Waiting Period – Vacation leave may only be used starting January of the following year after the employee's date of hire.

Time only to be used in minimum 4 hours increments only.

Vacation forms must be completed 5 business days in advance to use vacation time and approved by reporting manager.

A manager may require more notice based upon project requirements

Maximum carry over of 40 hours of vacation for the previous year to be used by end of 1st Quarter of the following year.

No payout of unused vacation days.

One week of vacation after one year of service, prorated as follows:

Current Year	Prorated
If hired January-March	5 days available January of the following year
If hired April-June	4 days available January of the following year

If hired July-September	3 days available January of the following year
If hired October-December	2 days available January of the following year

2 or more years of service: two (2) weeks of vacation

2. Personal Days Off

In addition to their vacation time employees will be eligible for 2 personal days to be used at their discretion. The hours of pay for these days will be determined by the hours the employee is working for the week they take the days off. (EXAMPLE: If employee is working 10 hour days for the week, the employee is paid 10 hours for personal day off. If employee is working 8 hour days for the week, the employee is paid 8 hours for personal day off.

3. Bereavement

Employees will be eligible for 3 days bereavement paid. The bereavement pay is for immediate family members. Immediate family members are described as:

- Father / Father In Law
- Mother / Mother In Law
- Sister
- Brother
- Husband
- Wife
- Son (Biological, Step, or Adopted)
- Daughter (Biological, Step, or Adopted)
- Biological Grandparents

ARTICLE XVII

Workers' Compensation and Unemployment Insurance

Section 1. During the terms of this Agreement, the Company agrees to maintain workers' compensation coverage, with a carrier approved by the Illinois Department of Insurance, or to be self insured under policies and rules of the Illinois Industrial Commission, for employees covered by this Agreement. The Company shall furnish the Union with a Certificate of Insurance, or equivalent certification it self-insured, with the appropriate thirty (30) days cancellation notice provision certifying the above coverage as well as other coverage required by this Agreement. Furthermore, the Company shall furnish the Union with its registration number as issued by the Illinois Department of Employment Security.

ARTICLE XVIII

General Provisions

Section 1. Employees shall be responsible to provide hand tools identified in Appendix B of this Agreement. Employees shall also be responsible for other tools or equipment issued to them by the Company, provided they are furnished with a locker or other safe place for the storage of tools or equipment. Employees shall not be responsible for loss due to forcible entry, hold-up, wear and tear. Employees that report to work without the tools identified in Appendix B may be denied work until they return with such

tools.

Section 2. The Company agrees that it will not subcontract, assign or transfer any work covered by this Agreement to any other person, firm or corporation.

Section 3. The Agreement shall be binding upon the subsidiaries, successors and assigns of the parties hereto, and no provisions, terms or obligations contained herein shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sales transfer or assignment or either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership or management of either party hereto, or by change, geographical or otherwise, in the location or place of business of either party hereto.

Section 4. The Company shall "post" bargaining unit jobs available with in the Company so that current employees will have the opportunity to bid for change in work group or for advancement. These job openings shall be posted for a minimum of fourteen (14) calendar days prior to the Company attempting to fill them from outside the bargaining unit. When openings are filled qualifications and seniority shall be considered.

Section 5. The Union requests that the Company operate a bona fide and financially responsible business and that it maintain a suitable, sanitary and well-equipped place of business with a business telephone and open during normal business hours.

Section 6. This Agreement is the sole agreement between the Parties relating to the subject matter hereof. This Agreement or any provision hereof, may be changed, waived or terminated only by an instrument in writing signed by both Parties with the same formality as this Agreement. This Agreement nor any provision hereof will have been deemed changed, waived or terminated by any performance and/or practice by either Party outside the scope of this Agreement, which was accepted by the other Party one or more times.

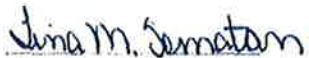
If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected and each term of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XIX
Most Favored Nation


Section 1. If, after the date of this Agreement, the Union grants to any other Employer or employer association in a business with a similar scope of work as defined in Article III of this Agreement a more favorable rate of pay or more favorable term or condition of employment, the Company shall, at its option, have the same become immediately effective for all work performed under this Agreement.

Date this August 15, 2019.

FOR THE COMPANY:


Tina Semotan
Chief Administration Officer
Franklin Energy on behalf of
GoodCents

FOR THE UNION:


Terry McGoldrick
President/Business Manager
I.B.E.W., Local 15

APPENDIX A

The following benefits are limited to those Local 15 members covered under this collective bargaining agreement. During the term of the agreement, the Company agrees to continue to provide the employees covered under this agreement with the benefits and coverage they are now receiving except as specifically modified by this Appendix A. These benefits include the following types of plans.

Medical
Dental
Vision
Flexible Spending Account
Life and Disability
401(k) Retirement Plan

In general, access to insurance and benefits begin the first of the month following 30 days of employment.

Medical Insurance Coverage: Minimum Coverage

- Non-Network Annual Deductible
- In-Network Annual Deductible
- Office Visit
- Hospital In-Pat
- Preventive Care
- Urgent Care
- Emergency Care
- Coinsurance (In-Net)
- Coinsurance (Out-Net)
- Out-of-Pocket Maximum
- Prescription Drugs

Dental Insurance Coverage: Minimum Coverage

- Annual Deductible
- Preventative Services
- Basic Services
- Major Services
- Annual Max. Benefit
- Orthodontic Services

APPENDIX A

continued

Flexible Spending Account:

- Medical and Dependent Care accounts Offered
- Employee Pre-Tax Contributions Limited by Federal Law

Disability Insurance Coverage: Minimum Coverage

- | | |
|-------------------------------------|------------------|
| ■ Benefit Amount | 60% of salary |
| ■ Short Term Maximum Benefit Amount | \$2500 per week |
| ■ Long Term Maximum Benefit Amount | \$8000 per month |

Life Insurance Coverage: Minimum Coverage

- | | |
|---|----------|
| ■ Basic Life and AD&D Benefit Amount | \$50,000 |
| ■ Supplemental Life and AD&D Coverage Offered | |

401(k) Participation:

Each employee may participate in the Franklin Energy and AM Conservation 401(k) Plan the beginning of the month following 90 days of employment.

This Appendix is for illustrative purposes. You will receive benefit booklets. If there is a discrepancy between this Appendix and your benefit booklet, the benefit booklet prevails

APPENDIX B

All tools should be sufficiently insulated to adequately and safely perform electrical work

Each Field tech is responsible for furnishing his/her own hand tools.

These tools include:

- Channel lock pliers (Two pair preferable)
- Screwdrivers (large and small Phillips head and flat head)
- Safety Glasses
- Hammer
- 1/4 and 5/16 nut drives
- Needle nose pliers (With insulated handles)
- Conduit cutters
- Wire strippers
- Crimpers
- Pencil or marker
- Voltmeter
- Flashlight
- Linesman pliers
- Cutter pliers (Dikes)

Optional tools include:

- Leather gloves
- Magnetic extendable wand
- Measuring tape
- Adjustable wrench
- Knife