

UTILITY AGREEMENT

between

NORTHEASTERN LINE CONSTRUCTORS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

and

LOCAL UNION NO. 104 NORTH

of the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2010 - 2012

UTILITY AGREEMENT

Agreement by and between the Northeastern Line Constructors Chapter, National Electrical Contractors Association, Inc., and Local Union No. 104, IBEW, entered into September 7, 2010.

It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement.

As used hereinafter in this Agreement, the term "Chapter" shall mean the Northeastern Line Constructors Chapter, NECA, Inc., and the term "Union" shall mean Local Union No. 104, IBEW.

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

SCOPE OF AGREEMENT

Work referred to in this Agreement, is Utility Outside Electrical Work as defined in Article XXVIII, Section 4 of the IBEW Constitution and the definitions in this section as follows:

Utility Outside Electrical work shall be defined as work performed for Electric Utility Companies, Telegraph Utility Companies, municipally owned Utility Companies, R.E.A. and Cooperatives.

This Agreement shall cover the construction and maintenance work (wood, metal or any other material), the digging of holes for poles, anchors, footer foundations (by hand or with mechanical equipment), the moving of men, tools and equipment, the unloading and loading of materials from the first drop at the job sites, the handling, assembling and erection of all materials necessary on through to the ultimate completion of this electrical construction and maintenance work.

Commercial Outside Electrical work shall be defined as work performed on the property of private owners, Federal and State Governments and their political subdivision including counties, cities, townships and municipal or state authorities as established by such governmental units, Switch Yards and Substations privately or Utility owned, Radio and Television work and all other work not defined as Utility work.

BASIC PRINCIPALS

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 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

EFFECTIVE DATE -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01 This Agreement shall take effect September 7, 2010, and shall remain in effect until September 3, 2012, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 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 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.

(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 the IBEW 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 this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

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 representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the unresolved matters 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 been made.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01 The intent of this Agreement is to establish uniform conditions of employment for the Electrical Workers referred by the Union to the Electrical Contractor for the purpose of doing line construction, reconstruction, maintenance line work, station and cable work (underground residential distribution), or other electrical work coming properly under the outside branch of the trade based upon the IBEW Constitution and Local Union No. 104's By-Laws, and the Charter except as otherwise provided for in this Agreement or any supplement thereto.

Section 2.02 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.

Section 2.03 The Employer recognizes the Union to be the exclusive representative for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment and other conditions of employment.

Section 2.04 This shall include all General Foreman, Lead Lineman, Foreman, Journeyman Lineman, Apprentices, Line Equipment Operator, Cableman, Driver, Groundman (Material Man), Driver Groundman, Groundman employed by the Employer and such other employees as may perform work which is under the jurisdiction of the Union under the International Constitution of the International Brotherhood of Electrical Workers and the By-Laws of Local Union No. 104.

Section 2.05 All employees who are members of the Union on the effective date of this Agreement shall be required to remain members of the Union as a condition of employment during the term of the 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 day following the dates of their employment, or the effective date of this Agreement, whichever is later.

Section 2.06 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.

Section 2.07 Certain qualifications, knowledge, experience and financial responsibility are required of an Electrical Contractor. Therefore, an Electrical Contractor is a person, firm or corporation having these qualifications and maintaining a permanent place of business other than his residence, a suitable financial status to meet payroll requirements, is in possession of a valid State License as an Electrical Contractor and employs at least one (1) Journeyman Lineman regularly, and no Contractor shall work as Foreman or work with tools.

Section 2.08 No Contractor shall directly or indirectly, or by a subterfuge sublet, or contract with members of the Union all or any part of the Labor services required by any contract of such contractor.

Section 2.09 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.

Section 2.10 For the employees covered by this Agreement, the Contractor shall make regular payments to the Federal and State Governments for social security, workmen's compensation, and unemployment insurance as provided by law, and shall furnish satisfactory proof of such to the Union upon request.

Section 2.11 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment of 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 firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

Section 2.12 The Business Manager shall have the right to appoint a Steward at any headquarters or any job where workmen are employed under the terms of this Agreement. Such Steward shall see that this Agreement and working rules are observed, and he shall be allowed sufficient time to perform these duties during regular working hours. Under no circumstances shall the Contractor dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to alleged violation of any provision of the Agreement. The Steward shall be a Journeyman Lineman and shall be the last man laid off. This provision is subject to the employer's rights under the Agreement.

Section 2.13 The Union reserves the right to discipline its members for violations of its laws, rules and agreements.

Section 2.14 The representatives of the Union shall be allowed access to any headquarters or job at any reasonable time where workmen are employed under the terms of this Agreement.

Section 2.15 Grievances must be initiated and both parties informed within thirty (30) days from the time that the alleged violations became known.

ARTICLE III

HOURS -- WAGE PAYMENTS -- WORKING CONDITIONS and HOLIDAYS

Section 3.01 (a) Eight (8) hours work between 6:30 a.m. and 5:00 p.m. (unless otherwise mutually agreed upon between the Employer and the Union) with one-half (1/2) hour for lunch shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday shall constitute the work week.

(b) The employer, with twenty-four (24) hours prior notice to the Union, may institute a workweek consisting of four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period. Friday may be used as a make-up day, and if utilized, a minimum of eight (8) hours 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 (1 1/2) times the regular rate of pay.

(c) If a contractor works five (5) days per week, he must pay eight (8) hours straight time per day and any additional hours will be paid at the prevailing overtime rate.

Section 3.02 Wages shall be paid weekly, no later than quitting time on Friday, and no more than five (5) days wages may be withheld at any time. The employees shall be paid on employer's time. If regular pay day falls on a holiday, the employees shall be paid on the preceding day. There shall be no deductions from employees pay checks or pay envelopes except those provided and authorized by law and/or those authorized in writing by the individual employee. When the contractor has the technology, employers will make direct deposit available upon request of employee.

Section 3.03 Should more than five (5) days wages be withheld and an employee is not paid off, waiting time shall be charged at the regular rate of eight (8) hours per day until payment is made.

Section 3.04 When an employee gives one weeks notice of his intention to terminate his employment, he shall be paid all of his wages at the expiration of his notice. Any workman laid off by the employer shall be paid all his wages immediately. In the event he is not paid off, waiting time at the regular rate shall be charged until payment is made. Any workman discharged by the employer, the check will be issued the next business day.

Section 3.05 When a man is assigned to a higher classification temporarily, he will be compensated at the higher rate for the entire eight (8) hour period.

Section 3.06 Should either the Union or the Employer request a conference prior to the bid date on a specific project, this conference shall be held within seventy-two (72) hours of notification by either party.

Section 3.07 All employees are to report to their designated reporting area at the specified starting time and return to that area at the completion of the days employment.

Section 3.08 The Employer shall furnish transportation from headquarters to the work area and from the work area to headquarters.

Section 3.09 Workmen shall not use their own cars for transporting tools or materials, nor shall be required to use his own car for transportation after reporting to headquarters.

Section 3.10 The designated headquarters shall be determined by both parties with proper washing facilities (when and where possible), proper sanitary facilities, shelter from inclement weather, and parking.

Section 3.11 Overtime on all jobs shall be equally and impartially divided when possible within the employee classification concerned.

Section 3.12 When so elected by the contractor, multiple shifts of eight (8) hours for 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 AM and 4:30 PM. 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 (8) consecutive hours worked between the hours of 4:30 PM and 1:00 AM. Workmen on the "swing shift" shall be paid at the regular hourly rate of pay plus 17.3% for all hours worked.

The third shift (graveyard shift) shall consist of eight (8) consecutive hours worked between the hours of 12:30 AM and 9:00 AM. Workmen on the "graveyard shift" shall be paid at the regular hourly rate of pay plus 31.4% for all hours worked.

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 AM Monday to coordinate the work with the customer's work schedule. However, any such adjustment shall last for at least a five (5) consecutive days duration unless mutually changed by the parties to this agreement.

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.

There shall be no pyramiding of overtime rates and double the straight 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.

Section 3.13 When employees who are performing line work report for work and inclement weather conditions prevail, or there exists conditions beyond the employees' control, they shall be paid a minimum of two (2) hours or for actual hours worked. Employees must remain for the two (2) hour period unless excused by the proper authority. Management Representative shall decide or determine when work shall start and continue. If inclement weather interferes with the construction operation after the men have started work (work meaning productive, physical work), they shall receive a minimum of four (4) hours pay. After four (4) hours, employees shall be paid for actual hours worked. During the report period, when suitable weather protection is provided, the employee shall be required to perform such work as assigned by the employer.

(a) Crews required to perform aerial work or work on energized conductors and/or electrical equipment in inclement weather shall be paid double the hourly rate. This shall not apply to the clearance of lines, grounds, switches, etc. on routine work when the weather becomes inclement.

(b) Employees will have the option to work in inclement weather on work other than described in (a).

(c) Employees working in the rain shall be furnished with rain gear and slush boots. Employees shall be accountable for the equipment issued.

(d) When requested by the employer, employees may be placed "on call" during anticipated emergency work. These employees will hold themselves available so that they may be contacted within ½ hour. For each twelve hour period during which an employee is "on call", he shall receive three (3) hours pay at straight time. For each additional "on call" hour after 12, a pro-rated portion shall be paid. On Saturday, Sunday or on an observed holiday, he shall receive four and one-half hours pay at straight time rate. When called out, the employee's time starts when he arrives at the headquarters of the employer.

Section 3.14 Emergency work caused by storm, catastrophe, act of God, and circumstances beyond the control of the employer will be paid as follows:

(a) All stand-by hours are paid at time and one half (1 1/2), excluding Sundays and Holidays which are paid at double time.

(b) Stand-by pay will continue until the crews are sent to work or until they return to the contractor base.

(c) When crews are requested to stand-by at the contractor's base or hotel, hours are paid at time and one half (1 1/2) until they begin work.

(d) All work hours are paid at double time, including mobilization. Crews reporting to the customer are considered to be at work.

(e) After the crews have worked their shift, there is no pay for rest period.

(f) When de-mobilization occurs after a rest period, the workers are paid time and one half (1 1/2) for a minimum of four (4) hours.

(g) When de-mobilization occurs at the end of a shift, double time will remain in effect.

Neither the employer nor the Union should decide when the emergency is over. That decision rests with the customer.

Section 3.15 Where lunch hours are worked during the regularly scheduled work day, the employee will receive time and one-half (1 1/2) for his lunch hour and sufficient time to eat with no deduction from his pay before the sixth hour of his regularly scheduled days work is completed.

Section 3.16 When the company requires employees to work storm restoration or be away from their homes overnight, the company shall provide and pay for adequate lodgings and meals, and shall advance money therefore when requested by the employee in such cases.

Section 3.17 When an employee is required to work two (2) or more hours beyond his scheduled work day and planned overtime shall be considered part of the work day, he shall be given time to eat then and every five (5) hours thereafter. Meals are to be paid for by the employer. He shall receive a meal allowance of twenty dollars (\$20.00) per meal. Planned overtime shall be considered as a scheduled work day.

Section 3.18 **Holidays** - The following are the unpaid holidays:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Columbus Day	
Independence Day	Thanksgiving Day	

Section 3.19 (a) All hours worked on Sundays or Holidays shall be paid at the double time rate.

(b) If an employee is called outside his regular scheduled hours of work, he will be compensated at the rate of not less than four (4) hours at time and one half (1 1/2) rate of pay.

Section 3.20 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 I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union By-Laws, which is three percent (3%) of the gross wages. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

Section 3.21 A line worker who is a certified live line worker that is performing work on an energized electrical system 69KV and above shall receive a 5% increase in their hourly rate of pay for each shift when energized work is performed.

Section 3.22 A Joint Board of equal members from Labor and Management will determine upgrading of classifications and training for Equipment Operators and Driver Groundman.

Section 3.23 Jury duty shall be observed in accordance with state laws and regulations.

Section 3.24 - New Hampshire, Maine and Vermont, the entire states and the Islands and waters adjacent thereto.

EFFECTIVE DATES	09/07/10	09/04/11
118% GENERAL FOREMAN	41.00	
113% FOREMAN	38.27	
108% LEAD LINEMAN	36.90	
100% LINEMAN	34.17	
APPRENTICES:		
90% 7TH PERIOD	30.75	
85% 6TH PERIOD	29.04	
80% 5TH PERIOD	27.34	
75% 4TH PERIOD	25.63	
70% 3RD PERIOD	23.92	
65% 2ND PERIOD	22.21	
60% 1ST PERIOD	20.50	

85% EQUIPMENT OPERATOR "A"	29.04	
75% EQUIPMENT OPERATOR "B"	25.63	
85% CABLEMAN	29.04	
70% DRIVER GROUNDMAN CDL	23.92	
55% INEXPER. DRIVER GROUNDMAN	18.79	
60% CABLE TECHNICIAN	20.50	
55% GROUNDMAN	18.79	
45% INEXPERIENCED GROUNDMAN	15.38	

Note: Effective 9/4/11: 3.5% increase on JL's Total Package of \$49.93.

ARTICLE IV

REFERRAL PROCEDURE

Section 4.01 In the interest of maintaining an efficient system of production in the Industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

Section 4.02 The Union shall be the sole and exclusive source of referral of applicants for employment.

Section 4.03 The Employer shall have the right to reject any applicant for employment.

Section 4.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

Section 4.05 The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

CLASSIFICATION A -- JOURNEYMAN LINEMAN -- JOURNEYMAN TECHNICIAN

GROUP - I. All applicants for employment who have three and one-half (3 1/2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) year in the last three and one-half (3 1/2) 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 1 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 three and one-half (3 1/2) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the IBEW or have been certified as a Journeyman Lineman by any Outside 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 area, and who have been employed in the normal construction labor market area for at least six (6) months in the last two and one-half (2 1/2) 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.

CLASSIFICATION B -- HEAVY EQUIPMENT OPERATOR

- GROUP - I.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.
- GROUP - II.** All applicants for employment who have experience in the trade and who have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the IBEW.
- GROUP - III.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) 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.

CLASSIFICATION C -- GROUNDMAN -- TRUCK DRIVER

- GROUP - I.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, and who have been employed in the trade for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.
- GROUP - II.** All applicants for employment who have worked in the trade for more than one year.

GROUP - III. All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP - IV. All other applicants for employment.

Section 4.06 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 4.07 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 4.08 "Normal construction labor market" is defined to mean the following geographical area plus the commuting distance adjacent thereto which includes the area from which the normal labor supply is secured:

States of New Hampshire, Maine, and Vermont - Entire States, the Islands and the adjacent waters thereto.

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 this Agreement applies.

Section 4.09 "Resident" means a person who has maintained his permanent home in the above defined geographical area for a period of not less than one (1) 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 4.10 An "examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Outside 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 had three and one-half (3 1/2) years' experience in the trade.

Section 4.11 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 4.12 An applicant who is hired and who receives, through no fault of his own, work of forty hours or less, shall upon re-registration, be restored to his appropriate place within his group.

Section 4.13 (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 the Group.

(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 4.14 The only exceptions which shall be allowed in this order of referral are as follows:

(a) When the Employer states bona fide requirements for special skills and abilities in his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements provided, however, that all names in higher priority Groups, if any, shall first be exhausted before such overage reference can be made.

Section 4.15 An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 4.16 It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of Section 4.04 through 4.14 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 4.17 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 4.18 A copy of the Referral Procedure set fourth 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 4.19 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

Section 4.20 When making reductions 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 in this group, then those in Group II, and then those in Group I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided in Section 4.14 (a) 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 paragraph (a) above.

ARTICLE V

OUTSIDE AREA APPRENTICESHIP AND TRAINING LANGUAGE

Section 5.01 The Area Training Agreement entered into between the Northeastern Line Constructors Chapter of NECA and the several I.B.E.W. Local Unions as approved by the International President on December 5, 2000, and as amended shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is one percent (1%) of the Gross Labor Payroll. When the NEAT Trust Fund reaches two million dollars (2,000,000.00), the contractors' contribution will be reduced to three quarters of one percent (3/4 of 1%). When the NEAT Trust Fund reaches a minimum of one million five hundred thousand dollars (1,500,000.00), the contractors' contribution will be increased to one percent (1%). Apprentices' wages and ratio of apprentices to Journeymen are specified in the Area Training Agreement.

ARTICLE VI

FRINGE BENEFITS

Section 6.01 **NEBF** 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 three percent (3%) of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his Labor Agreement.

Section 6.02 Locals 42 and 104 Money Purchase Plan

(a) The Employer agrees to contribute six dollars (\$6.00) per hour for all Journeyman Lineman.

(b) The employer agrees to contribute the following for the other classifications:

Equipment Operator "A"	\$5.43
Equipment Operator "B"	\$3.13
Cableman	\$1.43
Groundman CDL	\$2.85
Inexperienced Driver Groundman (2,000) hrs	\$1.78
Cable Technician	\$1.80
Groundman	\$1.28
Inexperienced Groundman	\$.98

(c) The following will be the contribution for Apprentices:

Seventh Period	\$4.45	Third Period	\$1.85
Sixth Period	\$3.43	Second Period	\$1.33
Fifth Period	\$2.90	First Period	\$1.05
Fourth Period	\$2.38		

Contributions shall be paid no later than fifteen (15) days after each pay day to a Board of Trustees. One-half (1/2) of the Board shall be selected by the Union and one-half (1/2) by the Employer. Said Board of Trustees shall enter into a Trust Agreement whereby they will provide for the organization of the Board, the disposition of monies paid to them, the selection of a Local Bank Depository and the acquisition of Insurance and Pension Benefits, as well as such other regulations as may be met and proper in funds of this kind. The above services to be extended equally to all Employees working for an Employer in the jurisdiction of Local Union 104, I.B.E.W.

Section 6.03 New England Electrical Workers Benefit Fund

(a) The contributions will be seven dollars and twenty cents (\$7.20) per hour on all classifications of workers covered by the Agreement.

(b) These monies are payable to New England Electrical Workers Benefit Fund to provide for a Welfare Fund for employees working for a contributing contractor.

Section 6.04 Wage and Benefit Bond Each Contractor paying by check will provide a Wage and Fringe Benefit Bond payable to the employees and/or applicable funds, in an amount at least twice the average weekly payroll for the previous year for the Local Contractors and twice the largest anticipated payroll for the Traveling Contractors. Any payment of delinquent wages, as such, are to be paid from the Bond directly to the Trustees of the affected funds.

3 to 5 persons	\$ 5,000.00	10 to 15 persons	\$15,000.00
5 to 10 persons	\$10,000.00	above 15 persons	\$25,000.00

In the event payroll for the current year is reduced drastically from previous year, Contractor Bond Requirement, may be reduced by mutual agreement between the Contractor and the Local Union.

Section 6.05 Occupational Safety, Health and Education The Employer and the Union hereby agree to be bound and abide by all of the terms and provisions of the Trust Agreement of the Local Union 104 Occupational Safety, Health and Education Trust Fund, and all amendments thereto during the term of this Agreement or any renewal or extension thereof. The Trust Fund shall be administered by the Board of Trustees consisting of any equal number of representatives of the Employer and the Union.

The Employer agrees to contribute to the said trust fund within fifteen (15) days of the end of the pay period, or at such times as the trustees shall hereinafter direct.

(a) The contribution shall be two (2%) of the gross labor payroll.

(b) One half percent (.5%) is for flame retardant clothing. When this contribution reaches \$100,000.00, the .5% contribution will cease until the fund drops below \$50,000.00, then the .5% contribution will begin again.

(c) One half percent (.5%) is for Commercial Driver License, Medical Test and Drug Test. When this contribution reaches \$100,000.00, the .5% contribution will cease until the fund drops below \$50,000.00, then the .5% contribution will begin again.

Section 6.06 Committee on Political Education The Employer agrees to deduct an amount equal to five cents (\$.05) for each hour worked from the wages of each employee who voluntarily signs an authorization card.

Section 6.07 Employers doing work in the jurisdiction of Local Union 104, IBEW and failing to pay required Welfare Fund, Apprenticeship and Training Fund, Pension Fund, Working Dues, Occupational Safety, Health and Education deductions within the prescribed time limits, along with a remittance report on a form provided for that purpose by the office of these various funds, shall be subject to having this Agreement terminated upon seventy-two (72) consecutive hours, excluding Saturdays, Sundays and holidays, written notice being served by the Union, provided the Employer fails to show satisfactory proof that delinquent payments have been paid no later than fifteen (15) days after the current date.

Section 6.08 Insurance, Pension, and C.O.P.E. fund payments shall be calculated on hours worked.

Section 6.09 **Market Recovery** The Employer agrees to contribute fifty cents (\$.50) per hour on all classifications of workers covered by this agreement to the Local Union's Market Recovery Fund.

ARTICLE VII

Section 7.01 **National Electrical Industry Fund** Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one (1) Chapter area during any one (1) 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 the form and manner prescribed by the Trustees no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. Failure to do so will be considered a breach of this Agreement on the part of the Employer.

Section 7.02 Northeastern Line Contractors Administration Fund N.E.L.C.A.F.) Employers party to this collective bargaining agreement shall each contribute 3/4 of 1% of the rate of pay per hour for each hour worked by each employee covered by this labor agreement to the Electrical Industry Administrative Maintenance Trust of Northeastern Line Constructors Chapter, NECA. All such contributions shall be forwarded monthly, by the Employer on or before the fifteenth (15th) day of the month following the month in which the work was performed, to the Electrical Industry Administrative Maintenance Fund of Northeastern Line Constructors Chapter, NECA in the manner prescribed by the Fund Trustees. The fund shall be administered by seven (7) Trustees, all of whom shall be appointed by the Northeastern Line Constructors Chapter, NECA.

The fund shall operate in accordance with its Declaration of Trust, and any amendments thereto. The fund shall expend its revenue for the purpose of administration of the collective bargaining agreement, including but not limited to collective bargaining negotiations, the processing of grievances, and all other management duties and responsibilities necessary to administer this Agreement.

The failure of any participating Employer to contribute the proper amount to the Electrical Industry Administrative Maintenance Fund as required shall be considered a breach of this agreement. The contributions to the Fund shall be subject to the same delinquency requirements as are the other Trust Funds set forth in this Agreement.

No part of the funds collected under this Trust shall be used for any purpose which is held to be in conflict with the interests of the International Brotherhood of Electrical Workers and its local unions.

The Fund Trustees, and not the Local Union, shall have the sole responsibility for the enforcement of this provision.

Section 7.03 National Labor Management Cooperation Committee (N.L.M.C.C.) (a) The parties agree to participate in the NECA-IBEW National Labor-Management Cooperation Fund, under authority of Section 6(b) of the Labor Management Cooperation Act of 1978, 29 U.S.C. S175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. S186(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.

(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 NLMCC, as provided in said Agreement and Declaration of Trust.

(c) Each employer shall contribute one cent (\$.01) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the terms of IBEW Local Union agreements with the Northeastern Line Chapter, NECA. Payment shall be forwarded monthly, in a form and manner prescribed by the Trustees, no later than fifteen (15) calendar days following the last day of the month in which the labor was performed. The Northeastern

Line Chapter, NECA, or its designee, shall be the collection agent for this Fund.

(d) 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 fifteen percent (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.

Section 7.04 Labor Management Cooperation Committee (L.M.C.C.)

(a) 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. S175(a) and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. S186(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 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.

(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.

(c) Each employer shall contribute \$0.00 per hour. 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 Northeastern Line Chapter, NECA, or its designee, shall be the collection agent for this Fund.

(d) 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 fifteen percent (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.

ARTICLE VIII

GENERAL RULES AND SAFETY PRACTICES

Section 8.01 Crews may consist of two (2) or more qualified personnel. The number of employees assigned will be dependent on the work to be done. Additional qualified people will be supplied whenever required or requested by the Lead Lineman in charge in order to perform the work safely.

Section 8.02 The operation of setting a pole shall require two (2) qualified employees in the group. Additional qualified people will be supplied whenever required or requested by the Lead Lineman in charge in order to perform the work safely.

There shall be a Foreman in charge of all permanent crews of four (4) men besides himself.

Section 8.03 Employees are not to take directions, orders, or accept the layout of any job from anyone except the Foreman or Lead Lineman.

Section 8.04 Small crews shall be made up of one (1) Lead Lineman, one (1) Journeyman Lineman, or a Qualified Apprentice, and one (1) Driver Groundman or Apprentice who may drive.

Section 8.05 The Company shall furnish all tools and equipment required to perform the work covered by this Agreement, except pliers, hand connectors, climbers, safety belts and other personal tools.

Section 8.06 The erection of steel towers or racks and the stringing of wire shall be done by regularly constituted line crews consisting of Foreman, Lineman, Apprentice Lineman, Line Equipment men and Groundmen.

Section 8.07 All Journeyman Lineman working on live wires or electrical equipment of over 600 volts shall be assisted by a Journeyman or Qualified Apprentice.

Section 8.08 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

Section 8.09 Each Journeyman and Apprentices is required to supply the following tools:

Hammer	Rulers	Knife
Pliers	10-12" Crescent Wrenches	Files
Screw Drivers	Belt, Safety & Pouches	Speed Wrenches
10" Channel Locks	Lineman Bag	Spurs& Straps

All other classifications are required to supply the following tools:

Hammer	Knife	Pliers
Rulers	10-12" Crescent Wrenches	Files
Screw Drivers	Tool Bag	Speed Wrenches

Employees shall be responsible for using safe place and securing locks. If a safe place is used for tool storage, the employer will be responsible for theft if verified by a police report and affidavit by the employee. Claims or losses for tools, when the mutually approved inventory form has been signed by both parties on the employee's start date, shall be limited to:

Journeyman and Apprentices:	\$850.00
All other Classifications:	\$350.00

Section 8.10 Employees shall keep their trucks in order, issue tools and materials. They shall see that tools are replaced on the truck in their proper places. The employee shall keep such records as required by the Employer and Federal and State DOT Laws. Employees shall assist Lineman and do other work assigned to them by the Foreman.

Section 8.11 Substance Abuse 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 federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union and NECA chapter shall implement an area-wide Substance Abuse Testing Policy. The Policy shall include minimum standards as required by the IBEW and NECA. Should any of the required minimum standards

fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

ARTICLE IX

CLASSIFICATIONS -- DUTIES

Section 9.01 The employees covered by this Agreement are classified as follows: General Foreman, Foreman, Lead Lineman, Journeyman Lineman, Apprentices, Line Equipment Operator, Cableman, Driver Groundman, Cable Technician, Groundman.

Section 9.02 If workmen are needed for special work not listed in the general classification, they shall be paid a wage that relates in importance to one of the classifications herein provided.

Section 9.03 (a) The employer shall have the right to call General Foreman and Foreman by name provided:

(1) The employee has not quit his previous employer within the past two (2) weeks.

(2) 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.

(3) When an employee is called as a foreman he must remain as a foreman for 1,000 hours or must receive a reduction in force.

Section 9.04 General Foreman: The General Foreman classification shall be part of this Agreement. His selection, duties and conduct shall be management's prerogative. However, his selection shall be discussed with the Union.

Section 9.05 General Foreman shall not do any work other than regular supervision and shall not haul, handle, or distribute any line material.

Section 9.06 Foreman: Foreman must be a Qualified Journeyman Lineman. His work shall consist of supervision of the workmen in the crew. No Foreman shall supervise work of more than one (1) crew.

Section 9.07 Head Lineman: Head Lineman shall supervise as well as perform the same work as Journeyman while working in small crews.

Section 9.08 Journeyman Lineman: His work shall be the work normally assigned to this classification. He may perform the work of any lesser classification but only at the Journeyman rate of pay.

Section 9.09 Groundman and Driver Groundman: Groundman and Driver Groundman shall work under the supervision of a Journeyman Lineman and shall assist the Journeyman Lineman as directed. Under no circumstances shall they climb poles, towers or ladders. Driver Groundman must have the proper state license to operate vehicles.

Section 9.10 Equipment Operator: Will operate bulldozers, swamp buggies, tractor and trailer digging machines, cranes, side boom tractors, direct burial machines, any winch other than that normally mounted on a line truck. He will be responsible for the safe operation and normal maintenance of his equipment.

(a) It is understood under this section that the driver groundmen will drive and operate the following: Line Truck and Power Wagon and bumper winch thereon and that piece of equipment known as a wire puller.

Section 9.11 For every eight (8) Linemen that employer employs, one (1) lineman who is physically unable to climb shall be employed. He shall be required to do any work assigned including that of a Journeyman Lineman. He shall not be required to climb poles or towers. He shall not be employed beyond the normal retirement age.

Section 9.12 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.

Section 9.13 Cableman: Cableman shall work under the supervision of a Journeyman and shall assist in the set-up, pulling and related work necessary for installation of underground ducts and cables.

Section 9.14 Cable Technician: Cable Technician shall work under the supervision of a Journeyman and shall assist in the set-up, pulling and related work necessary for the installation of communication cables in the power zone.

Section 9.15 Workers employed under the terms of this agreement must yearly maintain and update all required OSHA and safety data, including but not limited to, first aide, CPR, pole-top rescue and bucket rescue, as a condition of employment and referral.

ARTICLE X

CODE OF EXCELLENCE

Section 10.01 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 required by the IBEW and NECA.

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.

This Agreement shall not be binding on the Union until it is approved by the International President of the International Brotherhood of Electrical Workers.

IN WITNESS WHEREOF, the Parties hereto have made this Agreement subject to ratification by the membership of both organizations:

SIGNED FOR:

SIGNED FOR:

**NORTHEASTERN LINE CONSTRUCTORS
CHAPTER, NECA:**

**LOCAL UNION NO. 104
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS:**

CHAPTER MANAGER

BUSINESS MANAGER