

AGREEMENT BETWEEN

**LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF NORTHEAST UTILITIES)**

AND

LOCAL UNION 42

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2014 - 2017

LEWIS TREE SERVICE, INC.

AGREEMENT

This Agreement made as of the 18TH day of May, 2014 by and between Lewis Tree Service, Inc., hereinafter referred to as the "Employer" and Local Union 42, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union"

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 1
Effective Date

Section 1.01 - This Agreement shall take effect as of May 18, 2014 and shall remain in effect through January 28, 2017. This Agreement may continue in effect from year to year thereafter, unless terminated as provided for in Section 1.02 of this Article.

Section 1.02 - Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to the anniversary date. However, when notice for changes only is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes the original provision shall remain in full force and effect. Notice from either party 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 amendments at any time by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments to be executed by the parties in the same manner as this Agreement and be approved by the International Office of the Union and the Board of Directors of Lewis Tree Service, Inc.

ARTICLE 2
Union Recognition and Security

Section 2.01 -

A. The Employer recognizes the Union as the exclusive representative of all of its employees within the bargaining unit, excluding the supervisors, general foremen and clerical, for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of Northeast Utilities, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

Section 2.02 - Subject to applicable federal and state law, all employees covered by the terms of this Agreement, shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 9:04 - (A) Insurance Plan -The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The initial rate schedule is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$52.93	\$97.70	\$130.04

ARTICLE 13
Wage Rates

Section 13.01 - The following wage rates shall remain in effect for the term of this agreement.

STANDARD RATES – NORTHEAST UTILITIES

<u>CLASSIFICATION</u>	<u>5/18/14</u>	<u>2/1/15</u>	<u>1/31/16</u>
TREE TRIMMER II	\$17.39	\$17.83	\$18.28
GROUNDMAN	\$15.34	\$15.73	\$16.12

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

SIGNED FOR :
Lewis Tree Service, Inc.

By *M. Moffitt*
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

By *J. Hanger*
Senior Vice President

Date: 07/18/2014

Date: 8/20/2014

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

Oct 23, 2014

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

I. The parties hereby agree that the ten guaranteed paid holidays as outlined in Article IX, Section 9.01 of the collective bargaining agreement are observed as follows:

All Divisions will be given the following holidays off with pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Division 20 Employees shall be given the following holiday off with pay:

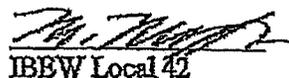
Good Friday

Division 25 and Division 42 shall be given the following holiday off with pay:

Columbus Day

 SR VP
Lewis Tree Service, Inc.

4/15/12
Date


IBEW Local 42

4/23/13
Date

MEMORANDUM OF AGREEMENT

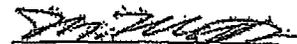
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- I. The parties hereby agree that a joint safety and training committee comprised of four (4) Employer management personnel and four (4) I.B.E.W. Local 42 members will meet three (3) times annually to advance the safety, training and professionalism of the Employer, the IBEW Representatives and the Members in the employer's employ. Every best effort will be made to meet in February, July and October, meetings will last a minimum of four (4) hours. Committee membership will rotate every two (2) years.


Senior Vice President
Lewis Tree Service, Inc.

8/20/2014
Date


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

07/18/2014
Date

AMENDMENT
to the
COLLECTIVE BARGAINING AGREEMENT

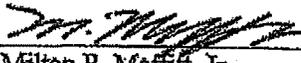
Between
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I. Article 9, Section 9.04 - (A) Insurance Plan - The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the Employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The rate schedule, effective January 1, 2014 is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 58.61	\$ 106.91	\$ 141.82
Cigna PPO Dental	\$ 3.30	Not applicable	\$ 5.57


James W. Stenger
Senior Vice President/CFO
Lewis Tree Service, Inc.


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

12-23-14
Date

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

Jan 21, 2015

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

12/22/2014
Date

AGREEMENT BETWEEN

**LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF NSTAR ELECTRIC & GAS)**

AND

LOCAL UNION 42

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2014 - 2017

LEWIS TREE SERVICE, INC.

AGREEMENT

This Agreement made as of the 18TH day of May, 2014 by and between Lewis Tree Service, Inc., hereinafter referred to as the "Employer" and Local Union 42, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union"

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ARTICLE 2
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Section 2.01 –

A. The Employer recognizes the Union as the exclusive representative of all of its employees within the bargaining unit, excluding the supervisors, general foremen and clerical, for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of NStar Electric and Gas Corporation, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

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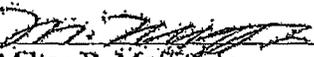
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STANDARD RATES – NStar Electric and Gas Corporation

<u>CLASSIFICATION</u>	<u>5/18/2014</u>	<u>2/1/2015</u>	<u>1/31/2016</u>
TREE TRIMMER II	\$17.90	\$18.35	\$18.81
GROUNDMAN	\$15.79	\$16.19	\$16.60

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

SIGNED FOR:
Lewis Tree Service, Inc.

By 
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

By 
Senior Vice President

Date: 07/18/2014

Date: 8/20/2014

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

Oct 23, 2014

Edwin D. Hill, President
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and
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Lewis Tree Service, Inc.

4/25/12
Date


IBEW Local 42

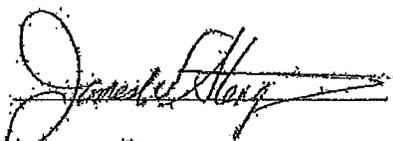
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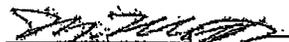
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Business Manager/Fin. Sec.
IBEW Local 42

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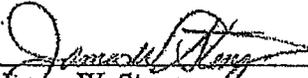
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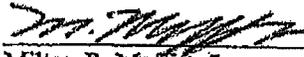
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IBEW Local 42

12-23-14
Date

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12/22/2014
Date

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AGREEMENT BETWEEN

**LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF UNITED ILLUMINATING)**

AND

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2014 - 2017

LEWIS TREE SERVICE, INC.

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B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of United Illuminating, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

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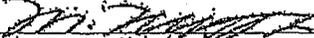
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SIGNED FOR:
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Business Manager
Financial Secretary

By 
Senior Vice President

Date: 07/18/2014

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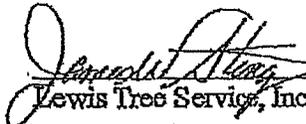
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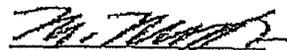
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 SR VP
Lewis Tree Service, Inc.

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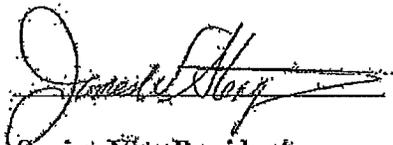
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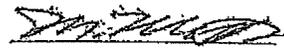
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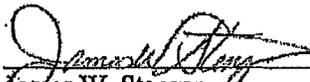
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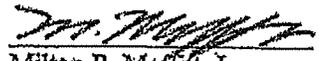
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INTERNATIONAL OFFICE - I.B.E.W.

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(EMPLOYEES WORKING ON THE PROPERTY OF NATIONAL GRID, USA)**

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This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of National Grid, USA, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

Section 2.02 - Subject to applicable federal and state law, all employees covered by the terms of this Agreement, shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 9.04 - (A) Insurance Plan -The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The initial rate schedule is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 52.93	\$ 97.70	\$ 130.04

ARTICLE 13
Wage Rates

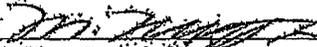
Section 13.01 - The following wage rates shall remain in effect for the term of this agreement.

STANDARD RATES – NATIONAL GRID NEW ENGLAND

TREE TRIMMER II	\$17.68	\$18.12	\$18.58
GROUNDMAN	\$15.59	\$15.98	\$16.38

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

SIGNED FOR :
Lewis Tree Service, Inc.

By 
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

By 
Senior Vice President

Date: 07/18/2014

Date: 8/20/2014

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

Oct 23, 2014

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. The parties hereby agree that the ten guaranteed paid holidays as outlined in Article IX, Section 9.01 of the collective bargaining agreement are observed as follows:

All Divisions will be given the following holidays off with pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Division 20 Employees shall be given the following holiday off with pay:

Good Friday

Division 25 and Division 42 shall be given the following holiday off with pay:

Columbus Day

 SR VP
Lewis Tree Service, Inc.

4/25/12
Date


IBEW Local 42

4/25/12
Date

MEMORANDUM OF AGREEMENT

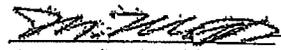
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

Safety Committee

- I. The parties hereby agree that a joint safety and training committee comprised of four (4) Employer management personnel and four (4) I.B.E.W. Local 42 members will meet three (3) times annually to advance the safety, training and professionalism of the Employer, the IBEW Representatives and the Members in the employer's employ. Every best effort will be made to meet in February, July and October, meetings will last a minimum of four (4) hours. Committee membership will rotate every two (2) years.


Senior Vice President
Lewis Tree Service, Inc.

8/26/2014
Date


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

07/28/2014
Date

AMENDMENT
to the
COLLECTIVE BARGAINING AGREEMENT

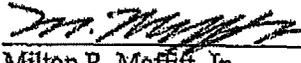
Between
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

I. Article 9, Section 9.04 - (A) Insurance Plan - The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the Employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The rate schedule, effective January 1, 2014 is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 58.61	\$ 106.91	\$ 141.82
Cigna PPO Dental	\$ 3.30	Not applicable	\$ 5.57


James W. Stenger
Senior Vice President/CFO
Lewis Tree Service, Inc.


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

12-23-14
Date

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

12/22/2014
Date

Jan 21, 2015

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

AGREEMENT BETWEEN

LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF A MUNICIPAL CONTRACT)

AND

LOCAL UNION 42

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2014 - 2017

LEWIS TREE SERVICE, INC.

AGREEMENT

This Agreement made as of the 18TH of May, 2014 by and between Lewis Tree Service, Inc., hereinafter referred to as the "Employer" and Local Union 42, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union"

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 1
Effective Date

Section 1.01 - This Agreement shall take effect as of May 18, 2014 and shall remain in effect through January 28, 2017. This Agreement may continue in effect from year to year thereafter, unless terminated as provided for in Section 1.02 of this Article.

Section 1.02 - Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to the anniversary date. However, when notice for changes only is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes the original provision shall remain in full force and effect. Notice from either party 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 amendments at any time by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments to be executed by the parties in the same manner as this Agreement and be approved by the International Office of the Union and the Board of Directors of Lewis Tree Service, Inc.

ARTICLE 2
Union Recognition and Security

Section 2.01 –

A. The Employer recognizes the Union as the exclusive representative of all of its employees within the bargaining unit, excluding the supervisors, general foremen and clerical, for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of all Municipal Contracts, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

Section 2.02 - Subject to applicable federal and state law, all employees covered by the terms of this Agreement, shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 9.04 - (A) Insurance Plan -The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The initial rate schedule is:

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	Single	2-Person	Family
Blue PPO Plan	\$ 52.93	\$ 97.70	\$ 130.04

ARTICLE 13
Wage Rates

Section 13.01 - The following wage rates shall remain in effect for the term of this agreement.

STANDARD RATES – MUNICIPAL CONTRACTS

<u>CLASSIFICATION</u>	<u>5/18/201</u> <u>4</u>	<u>2/1/201</u> <u>5</u>	<u>1/31/201</u> <u>6</u>
TREE TRIMMER II	\$17.68	\$18.12	\$18.58
GROUNDMAN	\$15.59	\$15.98	\$16.38

MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. The parties hereby agree that the ten guaranteed paid holidays as outlined in Article IX, Section 9.01 of the collective bargaining agreement are observed as follows:

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Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Division 20 Employees shall be given the following holiday off with pay:

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Division 25 and Division 42 shall be given the following holiday off with pay:

Columbus Day

 SR VP
Lewis Tree Service, Inc.

4/25/12
Date


IBEW Local 42

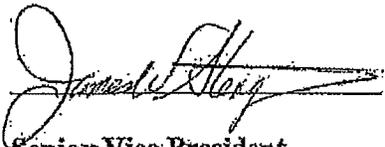
4/23/13
Date

MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

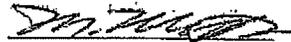
Safety Committee

- I. The parties hereby agree that a joint safety and training committee comprised of four (4) Employer management personnel and four (4) I.B.E.W. Local 42 members will meet three (3) times annually to advance the safety, training and professionalism of the Employer, the IBEW Representatives and the Members in the employer's employ. Every best effort will be made to meet in February, July and October, meetings will last a minimum of four (4) hours. Committee membership will rotate every two (2) years.



Senior Vice President
Lewis Tree Service, Inc.

8/20/2014
Date



Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

07/18/2014
Date

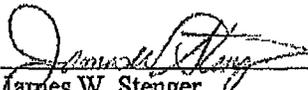
**AMENDMENT
to the
COLLECTIVE BARGAINING AGREEMENT**

**Between
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers**

- I. **Article 9, Section 9.04 - (A) Insurance Plan** – The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the Employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

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James W. Stenger
Senior Vice President/CFO
Lewis Tree Service, Inc.


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

12.23.14
Date

12/22/2014
Date

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

Jan 21, 2015

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

SIGNED FOR :
Lewis Tree Service, Inc.

By *M. Moffitt*
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

By *J. Stanga*
Senior Vice-President

Date: 07/18/2014

Date: 8/20/2014

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

Oct 23, 2014

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.