

COMMERCIAL AGREEMENT

BETWEEN

NORTHEASTERN LINE CONSTRUCTORS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION, INC.

AND

LOCAL UNION NO. 42

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2012 - 2016

COMMERCIAL AGREEMENT

Agreement by and between the Northeastern Line Constructors Chapter, NECA Inc. and Local Union 42, IBEW.

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 Northeastern Line Constructors Chapter of NECA and the term "Union" shall mean Local Union 42, IBEW.

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

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the Public. Progress in 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:

S C O P E

The scope of work covered under this Agreement and workmen employed under provisions of this Agreement shall perform all commercial construction and maintenance work termed as Outside Electrical Work as defined in the International Brotherhood of Electrical Workers Constitution.

1. Electrical Distribution and Transmission Lines and Substation construction and maintenance work (wood, metal or any other material), the digging of holes for poles, anchors, footer foundations and foundations for other Electrical Equipment (by hand or with mechanical equipment), the moving of men, tools and equipment, the unloading of materials from the first drop at job sites, the loading and moving of material from the first drop at job sites, the handling, assembling and erection of all materials necessary on through to the ultimate completion of this Electrical Construction and Maintenance work.

2. Substation and Switching Stations: The installation complete including switch gear, grounding, fencing and connections. Transportation of men, tools and material as covered under item 1.

3. Electrical underground construction and maintenance work comes under the Outside jurisdiction, shall be covered as follows: the moving of men, tools, material and

equipment, the loading, moving assembly of all electrical materials or raceway, such as duct, from the first drop at the job site, shall be performed by workmen under this Agreement. This shall also include the placing of fish wire, the pulling of cables or wires through such raceways and the splicing of such conductors.

4. In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installations, but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment, the handling and operating of all equipment used to transport men, tools and materials on the job site, as well as the equipment used to move, raise or place materials used in the outside branch of the electrical industry, shall be performed by workmen under this Agreement. This Agreement shall also include the operation of all equipment that may be necessary to perform all overhead and underground work.

Commercial Outside Electrical Work shall be defined as work performed in Connecticut, Western Massachusetts and Vermont on the property of private owners: Federal and State Governments and their political subdivisions, including Counties, Cities, Boroughs, Townships and School Districts; or State Authorities as established by such governmental units; radio and television work, traffic control and highway lighting and all other work not defined as "Utility Outside Electrical Work".

Utility Electrical Work shall be defined as work performed for electrical, telephone and telegraph utility companies, municipally-owned utility companies, R.E.A. cooperatives, railroads and coal mining companies, when all work, not performed by company employees, is performed under the terms of the Utility Line Construction Agreement.

Maintenance Work referred to in this Agreement shall mean the repair, renovation, revamp and upkeep of existing electrical equipment and facilities, and to improve, replace or relocate present equipment.

Repair as used herein shall mean to restore by replacing a part or putting together what is broken.

Renovation as used herein shall mean restoring to a former state.

Revamp as used herein shall mean to reconstruct.

Upkeep as used herein shall mean to maintain.

Existing Electrical Equipment and Facilities as used herein shall mean electrical equipment and facilities previously installed and in operation. It shall not apply to any new construction or additions.

ARTICLE I

EFFECTIVE DATE -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01 This Agreement shall take effect September 3, 2012, and shall remain in effect until September 3, 2016, 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 by 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 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 (2) are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

Section 1.07 All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee, two from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

Section 1.08 Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations for the Electrical Contracting Industry for adjudication. The Council's decisions shall be final and binding.

Section 1.09 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall be not changed or abrogated until agreement has been reached or a ruling has been made.

Section 1.10 Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within thirty (30) working days of its occurrence shall be deemed to no longer exist.

ARTICLE II

EMPLOYER RIGHTS - UNION RIGHTS

Section 2.01 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm or corporation having these qualifications and maintaining a permanent place of business and a suitable financial status to meet payroll requirements and employ no less than one Journeyman Lineman.

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 (a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the employer shall perform and work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Employer, through its officers, directors, partners or stockholders, exercises either directly or indirectly management, control or majority ownership, the terms and conditions of this Agreement shall be applicable to all such work. All charges and violations 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.

(b) As a remedy for violations of this section, the Labor-Management Committee, the Council on Industrial Relations for the Electrical Contracting Industry, and/or independent arbitrator, as the case may be, are empowered, in their discretion and at the request of the Union, to require an Employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations; and (2) pay into the affected joint trust funds established under this Agreement any delinquent contribution to

such funds which have resulted from the violations. Provision for this remedy herein does not make such remedy the exclusive remedy available to the Union for violation of this Section nor does it make the same or other remedies unavailable to the Union for violations of other Sections or other Articles of this Agreement.

(c) If, as a result of violations of this Section, it is necessary for the Union and/or the Trustees of the joint trust funds to initiate court action to enforce an award rendered in accordance with subsection (b) above, or to defend an action which seeks to vacate such award, the Employer shall pay any accountants' and attorney's fees incurred by the Union and/or Fund trustees, plus cost of litigation, which have resulted from bringing of such court action.

Section 2.04 For all employees covered by this Agreement, the employer shall carry Workmen's Compensation Insurance with a Company authorized to do business in the States of Connecticut, Massachusetts, and Vermont. Social Security and such other protective insurance as may be required by the laws of these states, and shall furnish satisfactory proof of such to the Union; he shall also make contributions to the Unemployment Compensation Commission in said states.

Section 2.05 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 Local Contractors and twice the largest anticipated payroll for 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 men	\$ 5,000.00	10 to 15 men	\$ 15,000.00
5 to 10 men	\$ 10,000.00	above 15 men	\$ 25,000.00

In the event payrolls for current year are reduced drastically from the previous year, Contractor Bond requirements may be reduced by mutual agreement between the Contractor and the Local Union.

Section 2.06 No member of Local Union 42, while he remains a member of such Local Union and subject to employment by employer operating under this Agreement, shall himself become a contractor for the performance of any work covered by this Agreement.

Section 2.07 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.

In the event any employees fails to tender the admission fee and regular dues required to maintain his membership in the Union in accordance with the provisions of the paragraph, the Employer shall upon written notice from the Union, terminate the employment of such individual employee within forty-eight (48) hours (Saturday, Sunday, and holidays excluded), for failure to comply with these provisions.

Section 2.08 The Union reserves the right to discipline its members for violations of its laws, rules and regulations.

Section 2.09 (a) This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so; but no removal shall take place until notice is first given to the Employer involved.

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

Section 2.10 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 2.11 The Business Manager, or the Union office shall be notified of any overtime work being performed in this jurisdiction when the Employer has previous knowledge of this work to be done. This does not prohibit the Employees from performing the overtime work until the Business Manager or the Local Union Office has been contacted.

Section 2.12 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 2.13 (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 workday. Forty (40) hours within five (5) days, Monday through Friday shall constitute the workweek.

(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 (or hours worked per day) and any additional hours, after eight (8) hours, will be paid at the prevailing overtime rate.

Section 2.14 (a) Overtime work shall consist of work performed outside the regular schedule of hours, in excess of eight (8) hours in any one (1) day, except as in Article II, Section 2.13 (b), or in excess of forty (40) hours in any one (1) week and on Saturdays, Sundays, and Holidays.

(b) When men are required to work Saturdays, they shall be notified by Friday noon whether the work is on or off. The regular show-up rules apply for all scheduled work. All work performed on Saturdays will be paid at time and one-half the hourly rate of pay.

(c) Sundays and Holidays will be paid at double the hourly rate of pay.

Section 2.15 Emergency Storm Work - (a) Storm work shall be paid at double the hourly rate of pay.

(b) When called out, Employees will be paid one (1) hour of straight time to arrive at the headquarters of the employer; time ends when employee returns to the designated headquarters of the employer.

(c) Travel time will be paid at time and one-half (1-1/2), except on Sundays and holidays which is paid at double the hourly rate of pay.

(d) 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.

(e) Emergency work is work caused by an act of God, which creates unusual hazards. Neither the Contractor nor the Union should decide when the emergency is over. That decision rests with the Customer. If occasion arises where either the Contractor or the Union or both must make the decision, it should be based on the restoration of temporary service to the public. Once that has been accomplished, the emergency is to be considered over.

Section 2.16 (a) Men reporting for work and because of inclement weather or other conditions beyond their control are unable to work, will be paid for two (2) hours reporting time. Management Representative shall decide or determine when work shall start and continue. After arriving at the worksite and work has started, if employees are removed from the job for reasons beyond their control, they shall receive a minimum of four (4) hours pay. After four (4) hours, employees shall be paid for actual hours worked. If crews are to be knocked off prior to the designated lunch period, they shall return to their headquarters on the Employer's time. Employees must remain on the job site unless excused by appropriate supervision.

(b) When traveling to job site from headquarters, the men will be provided with proper and adequate transportation by the Employer, in a truck with heater and seats.

(c) 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.

(d) Employees will have the option to work in inclement weather on work other than described in Section 2.16 above at straight time rates of wages.

(e) Employees working in the rain shall be furnished with rain gear and slush boots. Boots are to be provided for wet foundations and trenching. Employees shall be accountable for the following equipment issued: Fire Retardant Clothing, Hard Hat, Rain Gear, Rain Gear Bag, Rubber Boots, HV Rubber Gloves, Protectors, Glove Bag, Safety Glasses, Goggles, Sleeves and Sleeve Bags.

Section 2.17 (a) The Employer will establish headquarters in a locality where the men can provide themselves with decent room and board at reasonable rates. Employees working out of such headquarters at various points shall be transported from such headquarters to the job and returned on employer's time. No less than one (1) calendar week shall constitute a headquarters. It is further agreed that when headquarters are changed from one (1) location to another at the end of the work week, men shall be advised to report at new headquarters on their own time, but transportation shall be furnished for such employees by the Employer. Upon failure of the above notice over weekend change, employees shall travel on Employer's time as prescribed by this Agreement. Whenever man or men change from one Utility Company District to another during the work week, unless the job is finished, the Employer shall pay \$60.00 per day for man or men so transferred to new location for the remainder of said week. Receipts must be presented for payment. The Employer shall have a properly heated place with toilet facilities for the men at the reporting site.

(b) A safe, dry place shall be provided in the headquarters and/or line truck for storage of workmen's personal tools.

(c) Claims or losses for tools, boots and clothing to be a maximum of \$1,000.00 per claim when the mutually approved inventory form of tools, boots and clothing has been signed by both parties on the employee's start date.

Section 2.18 At no time shall any employee drive his own car after reporting to headquarters during the work week, except in extreme emergency and at no time shall an employee use his car for company business before or after working hours.

Section 2.19 When an Employee is required to fill temporarily the place of another employee receiving a higher rate of pay, he shall be paid the higher rate for the period of the temporary assignment, but if required to fill temporarily a lower grade job, he shall receive his regular rate during the period of this temporary assignment.

Section 2.20 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 one half (1/2) hour. For each twelve (12) hour period or part thereof during which an employee is "on call" he shall receive three (3) hours pay at straight time. On a Sunday or on an observed holiday as defined in Article II, Section 2.34, shall receive four and one-half (4 1/2) hours pay at straight time rates.

When called out, Employees will be paid one (1) hour of straight time to arrive at the headquarters of the employer; time ends when employee returns to the designated headquarters of the employer.

Section 2.21 All dynamite work to be done according to law. When a man of lower classification is called upon to perform dynamite work, he shall be paid for the time actually spent in the handling, setting of charges, and shooting. But in no case shall he be paid less than a full day's work, at this rate, with exception of inclement weather. When not occupied with dynamite work, this employee will revert to his former status.

Section 2.22 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-one dollars (\$21.00) per meal. Planned overtime shall be considered as a scheduled work day.

Section 2.23 All special tools will be provided by the Employer.

Section 2.24 General Foreman duties shall consist of performing regular supervision, except where shortage of miscellaneous tools or material is found by crews in field.

Section 2.25 (a) Men called out for work outside their regular working hours shall receive not less than two (2) hours at double time, plus one-half (1/2) hour travel time.

(b) Men asked to report outside their regular working hours on Sundays and Holidays for regularly scheduled jobs and not able to work due to inclement weather shall receive no less than two (2) hours pay for reporting at applicable rates.

(c) Men asked to report outside their regular working hours on Saturdays shall be paid four (4) hours straight time rates. However, they must remain on the job for two and one-half (2 1/2) hours.

Section 2.26 A General Foreman shall be required when any employer employs twelve (12) or more men within the jurisdiction.

Section 2.27 (a) Thursday shall be pay day, no later than at the end of the shift and not more than seven (7) days wages may be withheld at any time. If the regular payday falls on a holiday, the Employee shall be paid on the preceding day. There shall be no deduction from the Employee's pay checks or pay envelopes except those provided and authorized by law and/or authorized in writing by the individual employee. If the Employer does not pay his employees on Thursday, he shall pay in cash on Friday, or give the employees time to cash their checks on the Employer's time on Friday.

If the Employees do not get paid by the above method on Friday, he shall go on waiting time, eight (8) hours at straight time rates for each twenty-four (24) hour period from Friday at 4:30 p.m. until paid, providing the Contractor is at fault.

(b) When payroll mistakes are made the employee shall be issued a separate check on the following payday to correct such mistakes.

(c) When the Employer has the technology and the Employee requests, the Employer shall provide for direct deposit of wages.

Section 2.28 Upon request of the Business Manager of the Union or the Stewards on the job, the Employer shall furnish all appropriate information in regards to employees and also in regards to hours, wages, and working conditions. The employer will cooperate with the Union by furnishing monthly a list of employees covered by this Agreement and their respective locations at the time. The Employer shall notify the Union of any change in crew from one (1) location to another when such changes are made.

Section 2.29 The Business Manager or his Representatives shall have the right to appoint and/or remove a Chief Steward or Crew Stewards at any shop or job where workmen are employed under the terms of this Agreement. Such Stewards shall see that this Agreement and working rules are observed and they shall be allowed sufficient time to perform their 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 any alleged violation of any provision of the Agreement. The Chief Steward shall be a Journeyman Lineman whenever possible and practical, and shall be the last man laid-off unless agreed upon by the Business Manager. The job steward shall deal with the Employer's Representative. This provision is subject to the Employer's rights under the Agreement.

Section 2.30 The Employer agrees to cooperate with the Union by transferring Stewards as little as possible, consistent with good operation from one (1) crew to another and in order to avoid confusion, the transfer of stewards shall be agreed upon between the Contractor and the Union before any transfers are made, if the transfer is made for over three (3) days. A list of all Stewards is to be furnished to the Contractor by the Union. Whenever possible and practical, Journeyman Lineman shall be stewards.

Section 2.31 Cable splicing crews shall consist of two (2) men; one (1) of whom will be a Journeyman Cable Splicer and an apprentice or groundman. Lead Lineman, Lead Cable Splicer, or a Lead Cableman will be required on a cable pulling crew when there are four (4) or more men.

Section 2.32 For every eight (8) Linemen that an Employer employs, one (1) lineman who is physically unable to climb shall be employed. He shall be required to do 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. His rate of pay shall be no less than that of a Journeyman Lineman. If he is assigned to perform the function of some other classification other than Journeyman Lineman carrying a higher rate of pay, he shall be paid such higher rate. 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 2.33 The following are the guaranteed unpaid holidays:

New Year's Day	Independence Day
President's Day	Labor Day
Good Friday (In CT)	Thanksgiving Day
Patriot's Day (In MA)	Day after Thanksgiving
Memorial Day	Christmas

Section 2.34 Paid in full for lay-off with the proper termination slip. Any workman discharged by the employer with the proper termination slip, the check will be issued the next business day.

Section 2.35 Deductions from wages shall be only those provided or authorized by law and/or those authorized in writing by the individual Employee.

Section 2.36 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the I.B.E.W. or one (1) 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 2.37 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 2.38 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 III

Section 3.01 (a) Each crew shall be under the supervision of a qualified Foreman/Lead Lineman. The Foreman in charge of a crew consisting of four (4) or more men besides himself, will not do regular work with tools. 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 Foreman/Lead Lineman in charge in order to perform the work safely. The Foreman shall be permitted to assist when necessary. The Foreman shall not perform the normal duties of aerial or ground personnel.

(b) When the two-man crew concept is used, there must be no less than two (2) - two-man crews reporting to a Headquarters.

(c) 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.

(d) When a Lead Lineman assumes responsibility for up to two (2) other Lead Linemen, or a maximum of six (6) men, he shall be paid at the Foreman's rate of pay.

(e) No work crews are to exceed ten (10) men, including the Foreman.

Section 3.02 When framing poles or structures on the ground, including the installation of crossarms and hardware, the proper ratios shall not be exceeded.

Section 3.03 Workmen employed under the provisions of this Agreement, shall do all electrical construction, installation or erection work, and all maintenance thereon. This shall include such work as fabrication of steel, wood, or other material when used to support electrical wiring or equipment. This shall also include any and all temporary line work. They shall also dig all holes for poles and anchors, and to frame, set step and paint electrical supporting structures.

Section 3.04 When workmen are required to work on voltages of 600 volts or over, there shall be at least one (1) Journeyman and a qualified Apprentice. No two (2) men shall work on different phases of primaries at the same time while such primaries are energized.

Section 3.05 Journeymen Linemen and Apprentices shall provide themselves with the following tools:

Belt and Safety	10" or 12" Crescent Wrench	Knife
Spurs and Straps	Screw Driver	Pliers
Rulers	Hammer	

Section 3.06 It shall be the duty of the General Foreman, Foreman and Lead Lineman to see to the safety of employees in the crews and safety of the public.

Section 3.07 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards. Employees shall work under the adopted Safety Rules of the Joint OSHE Committee. However, they shall not be any less than the customer whose property they are employed. The Joint Safety Rules and hereby made part of this Agreement.

Section 3.08 Groundmen, Driver Groundmen, Material Men, and Equipment Operators shall work under the supervision of Linemen and under no circumstance shall they climb poles, towers or operate aerial lift equipment, except in extreme emergency.

Section 3.09 (a) All Lead Linemen, Foremen and General Foremen will be qualified Journeymen Linemen.

(b) The employer shall have the right to call General Foreman and Foremen 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 3.10 Employees are not to take directions, orders, or accept the layout of any job from anyone except the Foreman/Lead Lineman.

Section 3.11 Shift Work 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 day 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.

ARTICLE IV

OUTSIDE 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, 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 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.

DEFINITIONS

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: OUTSIDE

The State of Connecticut. The Counties of Berkshire, Franklin, Hampden, Hampshire in Western Massachusetts and the State of Vermont.

The above geographical area is agreed upon by the parties to include the areas 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 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 IBEW. Reasonable intervals of time for examinations are specified as ninety (90) days. A Journeyman 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 date 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 (40) 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 member appointed by the Union, one 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 4.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

Section 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 forth in this Agreement shall be posted on the Bulletin Board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

Section 4.19 Apprentices shall be hired and transferred in accordance with the Apprenticeship provisions of the Outside Area Training Agreement.

ARTICLE V

OUTSIDE AREA APPRENTICESHIP AND TRAINING

Section 5.01 The Area Training Agreement entered into between the Northeastern Line Constructors Chapter of NECA and the several IBEW 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 five million dollars (\$5,000,000.00), the contractors' contribution will be reduced to three quarters of one percent (3/4 of 1%). When the NEAT Trust Fund reaches three million dollars (\$3,000,000.00), 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 NEW ENGLAND ELECTRICAL WORKERS BENEFITS FUND

(a) The Employer agrees to comply with all the applicable provisions of the N.E.E.W. Benefits Trust Agreement. The contributions will be **seven dollars and ninety-five cents (\$7.95)** per hour on all classifications of workers covered by the Agreement.

(b) Effective **March 3, 2013**, the contributions will be **eight dollars and twenty cents (\$8.20)** per hour on all classifications of workers covered by the Agreement.

**Section 6.03 NEW ENGLAND ELECTRICAL WORKERS MONEY PURCHASE PLAN
and TRUST**

- (a) The Employer agrees to contribute to the N.E.E.W. Money Purchase Plan and Trust **eight dollars twenty-five (\$8.25)** per hour on all Journeyman Lineman covered under this Agreement.
- (b) Effective **March 3, 2013**, the Employer agrees to contribute to the N.E.E.W. Money Purchase Plan and Trust **eight dollars (\$8.00)** per hour on all Journeyman Lineman covered under this Agreement.
- (c) The Employer agrees to contribute to the N.E.E.W. Money Purchase Plan and Trust the following per hour on the other classifications:

Effective:	<u>9/3/12</u>	<u>3/3/13</u>
Heavy Equipment Operator	6.65	6.40
Mat. Man, TT Driver	6.35	6.10
Equipment Operator/F. Mech. A	6.35	6.10
Driver Groundman	5.50	5.25
Field Mech. B	5.00	4.75
Field Mech. C	1.80	1.55
Groundman Experienced	1.80	1.55
1 st Year Groundman	1.70	1.45
Flagman	1.70	1.45
Apprentices		
7 th Period	6.15	5.90
6 th Period	5.60	5.35
5 th Period	5.05	4.80
4 th Period	4.00	3.75
3 rd Period	2.45	2.20
2 nd Period	1.90	1.65
1 st period	1.85	1.60

Said contributions shall be paid not later than fifteen (15) days after the end of the calendar month to a Board of Trustees, one-half (1/2) of whom 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 disposition, and acquisition of Insurance and Pensions 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 42, IBEW.

Section 6.04 Insurance, Pension, and C.O.P.E. Fund payments will be calculated on hours worked.

Section 6.05 Occupational Safety, Health and Education.

(a) 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 42 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. The contribution shall be two and one-half percent (2 1/2%) of the gross labor payroll.

The one-half of one percent (1/2%) increase to the OSHE Fund is for Flame Retardant Clothing. When the fund reaches \$100,000.00, the .5% contribution rate will cease until the fund drops below \$50,000.00, then the .5% increase in the contribution rate will begin again.

(b) 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.

(c) The OSHE Fund, as determined and directed by the Trustees, shall perform and finance up to sixteen (16) hours of on the job training per year to all individuals working under this agreement.

Section 6.06 Committee on Political Education.

(a) The Employer agrees to deduct an amount equal to four cents (\$.04) for each hour from the wages of each employee who voluntarily signs an authorization card.

Section 6.07 Employers doing work in the jurisdiction of Local Union 42, IBEW and failing to pay required Welfare Fund, Apprenticeship and Training Fund, Pension Fund, Working Dues, Occupational Safety, Health and Education and Committee on Political 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 not later than fifteen (15) days after the current date.

Section 6.08 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union--upon receipt of a voluntary written authorization--the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union By-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

ARTICLE VII

Section 7.01 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

Section 8.01 Wage Rate Western Massachusetts

Effective Dates	9/3/12 to 8/31/13
120% GENERAL FOREMAN	53.16
112% FOREMAN	49.62
108% LEAD LINEMAN	47.84
100% CABLE SPLICER	44.30
100% DYNAMITE MAN	44.30
100% LINEMAN	44.30
APPRENTICES:	
90% 7TH PERIOD	39.87
85% 6TH PERIOD	37.66
80% 5TH PERIOD	35.44
75% 4TH PERIOD	33.23
70% 3RD PERIOD	31.01
65% 2ND PERIOD	28.80
60% 1ST PERIOD	26.58
90% HEAVY EQUIP. OPER.	39.87
85% MAT. MAN, TT DRIVER	37.66
85% EQUIPMENT OPER./F. MECH. A	37.66

Note:

Effective 9/1/13 Total Package of \$63.39 shall be increased \$1.50
Effective 8/31/14 Total Package of \$64.89 shall be increased \$1.50
Effective 8/30/15 Total Package of \$66.39 shall be increased \$1.50

Section 8.02

Wage Rate Connecticut

Effective Dates	9/3/12 to 8/31/13
120% GENERAL FOREMAN	53.16
112% FOREMAN	49.62
108% LEAD LINEMAN	47.84
100% CABLE SPLICER	44.30
100% DYNAMITE MAN	44.30
100% LINEMAN	44.30
APPRENTICES:	
90% 7TH PERIOD	39.87
85% 6TH PERIOD	37.66
80% 5TH PERIOD	35.44
75% 4TH PERIOD	33.23
70% 3RD PERIOD	31.01
65% 2ND PERIOD	28.80
60% 1ST PERIOD	26.58
90% HEAVY EQUIP. OPER.	39.87
85% MAT. MAN, TT DRIVER	37.66
85% EQUIPMENT OPER./F. MECH. A	37.66
75% DR. GROUNDMAN	33.23
75% FIELD MECH. B	33.23
55% FIELD MECH. C	24.37
55% GROUNDMAN EXPERIENCED	24.37
45% 1ST YEAR GROUNDMAN	19.94
45% FLAGMAN	19.94

Note:

Effective 9/1/13 Total Package of \$63.39 shall be increased \$1.50
Effective 8/31/14 Total Package of \$64.89 shall be increased \$1.50
Effective 8/30/15 Total Package of \$66.39 shall be increased \$1.50

ARTICLE IX

CODE OF EXCELLENCE

Section 9.01 - 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 this 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 Brotherhood of Electrical Workers.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Hartford, Connecticut this 31st day of August 2012.

SIGNED FOR:

NORTHEASTERN LINE CONSTRUCTORS
CHAPTER, NECA, INC.:


CHAPTER MANAGER

SIGNED FOR:

LOCAL UNION 42, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS:


BUSINESS MANAGER

