2010 – 2012

AGREEMENT

BETWEEN

OSMOSE UTILITIES SERVICES, INC.

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (AFL-CIO)

LOCAL UNION NO. 77
SEATTLE, WASHINGTON

LOCAL UNION NO. 125
PORTLAND, OREGON

LOCAL UNION NO. 483
TACOMA, WASHINGTON

LOCAL UNION NO. 659
CENTRAL POINT, OREGON

EFFECTIVE FEBRUARY 1, 2010 THROUGH JANUARY 31, 2012

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AMENDMENT TO AN AGREEMENT

WHEREAS, there presently exists a permanent continuing Collective Bargaining Agreement between Osmose Utility Services, Inc., hereinafter called "Osmose," "Employer," or "Contractor," and Local Union 77, Local Union 125, Local Union 483 and Local Union 659 of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union," entered into on April 1, 1976, and

* WHEREAS, it is the desire of the parties thereto to amend and change this Agreement, such changes to become effective February 1, 2010 unless specifically addressed elsewhere in this Agreement.

PURPOSE AND SCOPE OF THIS AGREEMENT

The intent of this Agreement is to establish uniform conditions of employment for Outside Electrical Workers as outlined below.

IBEW Local Unions 77, 125, 483 and 659 are presently chartered by the International Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside electrical work in the states of Washington, Oregon (except Malheur County), the ten (10) northern most counties in the State of Idaho; and also Siskiyou, Modoc and Del Norte counties in Northern California. The territorial scope of this Agreement shall uniformly cover the above area.

The scope of work covered under this Agreement and workers employed under the provisions of this Agreement shall perform all production and maintenance work as follows:

1. Pole line construction work (whether built of wood, metal or other material); the digging and backfilling of holes for poles or anchors (by hand or mechanical equipment); the moving of workers, tools and equipment; the loading and moving of materials from the first drop; and the handling, assembly or erection of all materials, including the guying, stringing of conductors or other work necessary, on through to the ultimate completion of such pole line work.

2. Steel or metal structures used for the purpose of carrying electrical wires, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks or similar electrical structures); the moving of workers, tools or equipment; the handling, sorting and moving of materials from the first drop; the handling, assembly and erection of all materials used on the job site starting from the fastening to the stub-in on concrete footing or pad, including the assembly of the grillage, on through to the ultimate completion of such structures, except for any low voltage control or lighting work which may properly belong to the inside branch of the electrical industry. Work covered shall include the grounding of all such structures; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from such

structures; also, the handling and placing of transformers or OCBs and other related electrical equipment.

3. Highway lighting systems, where such work properly comes under the outside jurisdiction, shall be handled in the same manner as pole line construction. (See Item 1.)

4. Electrical underground construction work where such work comes under the outside jurisdiction shall be covered as follows: the moving of workers, tools or equipment, the loading, moving or assembly of all electrical materials or raceways, such as duct, from the first drop shall be performed by workers under this Agreement. This shall also include the placing of fish wire, the pulling of cables or wires through such raceways, installing and making up of potheads, and the splicing of such conductors.

5. In connection with all of the above items it is understood the scope of this Agreement shall include not only new installation work 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 workers, tools and/or 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 and shall be performed by workers under this Agreement.

It is understood on dismantling of structures that after the structure has hit the ground, the remainder of the dismantling, if any, may be done by Groundmen and Apprentice applicants under the supervision of a Foreman who is a Journeyman Lineman. Hauling from the right-of-way to the first drop shall be performed by employees covered under the terms and conditions of 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:

ARTICLE I

EFFECTIVE DATE – CHANGES – GRIEVANCES - DISPUTES

* **1.1** This Agreement shall take effect February 1, 2010, and shall remain in effect until January 31, 2012, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from February 1 through January 31 of each year, unless changed or terminated in the way later provided herein.

1.2 (a) Either party 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 may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the Federal Mediation Conciliation Service (FMCS). The selection of the arbitrator shall be conducted in accordance with the rules of the Federal Mediation Conciliation Service (FMCS). Costs of the arbitration shall be borne jointly by both parties to this Agreement. The decision of the arbitrator will be final and binding on both parties to this Agreement. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any question of arbitrability.

e) When a case has been submitted to arbitration, 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 arbitration hearing.

(f) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

1.3 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 and Osmose for approval, the same as this Agreement.

1.4 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.

GRIEVANCE/DISPUTES

1.5 There shall be a Labor-Management Committee of three representing the Union and three representing the Employer. 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 Unions shall select the Union representatives and the Employer shall select the Management representatives.

1.6 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

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

1.8 Should the Labor-Management Committee fail to agree or to adjust any matter, such may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the Federal Mediation Conciliation Service (FMCS). Selection of the arbitrator from the list provided by the Federal Mediation Conciliation Service (FMCS) shall be carried out in accordance with the rules of the Federal Mediation Conciliation Service (FMCS). The arbitrator's decision shall be final and binding on both parties to this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

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

1.10 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. If such adjustment is not possible by the authorized representatives, then Article 4, Section 4.21 shall be used.

ARTICLE II
REFERRAL PROCEDURE

2.1 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.

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

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

2.4 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, bylaws, 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.

2.5 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

* 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 (2) 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 – ALL OTHER CLASSIFICATIONS

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.

2.6 If the registration list is exhausted and the Local Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure but such applicants, if hired, shall have the status of "temporary employees".

2.7 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.

2.8 "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:

(a) The State of Oregon (except Malheur County), State of Washington; Siskiyou, Modoc and Del Norte Counties in the State of California, and in the State of Idaho; Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone Counties, including the area determined by the Secretary of Labor and the commuting distance adjacent to the geographical areas.

(b) There will be six (6) dispatching points established within the normal construction labor market area.

SEATTLE OFFICE of Local Union #77 will be the dispatching point for applicants for employment in Island, Mason, Whatcom, Skagit, Snohomish, Chelan, King, Kittitas, Lewis, Cowlitz, Wahkiakum, Pacific, Grays Harbor, Jefferson, Clallam, San Juan, Kitsap and Thurston Counties; and for construction on Bonneville Power Administration property in Pierce County and all construction on Puget Sound Power & Light Company properties in the State of Washington.

KENNEWICK OFFICE of Local Union #77 for applicants for employment in Yakima, Okanogan, Douglas, Grant, Benton, Franklin, Walla Walla and Adams Counties in the State of Washington.

SPOKANE OFFICE of Local Union #77 for applicants for employment in Spokane, Stevens, Pend Oreille, Ferry, Lincoln, Whitman, Columbia, Garfield and Asotin Counties in the State of Washington; also in the State of Idaho, Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone Counties.

PORTLAND OFFICE of Local Union #125 will be the dispatching point for applicants for employment in Washington, Yamhill, Marion, Clackamas, Multnomah, Hood River, Wasco, Clatsop, Jefferson, Deschutes, Crook, Wheeler, Sherman, Gilliam, Morrow, Columbia, Grant, Harney, Umatilla, Union, Baker, Wallowa, and Tillamook Counties in the State of Oregon; and Clark, Skamania and Klickitat Counties in the State of Washington.

TACOMA OFFICE of Local Union #483 will be the dispatching point for applicants for employment in Pierce County and for all construction on Tacoma City Light properties, except for construction work done for Bonneville Power Administration and Puget Sound Power & Light Company.

MEDFORD OFFICE of Local Union #659 will be the dispatching point for applicants for employment in Lake, Klamath, Jackson, Josephine, Curry, Coos, Douglas, Lane, Linn, Benton, Lincoln and Polk Counties in the State of Oregon; and Siskiyou, Modoc & Del Norte Counties in the State of California.

The above geographical area is agreed upon by the parties to include the area defined by the Secretary of Labor to be the appropriate prevailing wage area under the Davis-Bacon Act to which the Agreement applies.

2.9 "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.

2.10 An "Examination" shall include experience rating tests if such examinations shall have been given prior to the 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. An applicant shall be eligible for examination if he has had three and one-half (3-1/2) years' experience in the trade.

2.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

2.12 An applicant who has registered on the "Out of Work List" must renew his application every 30 days or his name will be removed from the list.

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

2.14 (a) The Employer 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 his 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.

2.15 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.

2.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer and a Public Member appointed by both these members.

2.17 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 Sections 2.4 through 2.15 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 the Agreement.

2.18 A representative of the Employer designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

2.19 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 Employer.

2.20 Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Outside Area Training Agreement.

2.21 When making reductions in the number of employees due to lack of work, the Employer shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this group. Next to be laid off are employees in Group III, if any are employed in this group, then those in Group II, and then those in Group I.

(b) Paragraph (a) will not apply as long as the special skills requirement as provided for in Section 2.15(a) is required.

(c) Supervisory employees covered by the terms of this Agreement will be excluded from layoffs as long as they remain in a supervisory capacity. When they are reduced to the status of Journeyman, they will be slotted in the appropriate group in paragraph (a) above.

ARTICLE III
UNION SECURITY CLAUSE

3.1 The Employer recognizes the Union as the sole Collective Bargaining Agency between itself and the employees covered under this Agreement.

(a) The Employer agrees that, if it has not previously done so, it will recognize the Union as the exclusive Collective Bargaining Agent for all employees performing electrical work within the jurisdiction of the Union on all present and future job sites, if and when a majority of the Employer's employees authorizes the Union to represent them in collective bargaining.

3.2 All workers employed by the Employer shall, as a condition of employment, tender the full and uniform admission fees in effect in the Local Union on the eighth (8th) day following the beginning of employment under this Agreement or the effective date of this Agreement, whichever is later. All workers accepted into membership shall thereafter maintain their continuous membership in the Union as a condition of employment by paying regular monthly dues and/or working dues uniformly paid by other members of the same classification in the Union in order to defray the costs of the Collective Bargaining Agreement in accordance with its rules. In the event that a worker fails to tender the admission fee or that a member of the Union fails to maintain his/her membership by paying monthly dues and/or additional working dues in accordance with the provisions of this Section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual worker within forty-eight (48) hours (Saturdays, Sundays and holidays excluded), for failure to maintain continuous membership by paying monthly dues and/or additional working dues in the Union in accordance with its rules referred to above in this paragraph.

3.3 In the event that the Union does not accept into membership any worker tendering the admission fee and regular monthly dues and/or additional working dues, the foregoing paragraph shall not be applicable; provided, however, that the Union may at any time thereafter decide to take such worker into membership, in which case said worker shall be required to tender the full and uniform admission fees in effect in the Local Union not later than eight (8) days following notification by the Union and shall thereafter be required to maintain his/her membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph. In the event such worker fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said workman within forty-eight (48) hours.

3.4 When terminating an employee for any reason, the Employer will provide the employee with a completed termination slip on a form to be provided by the parties to this Agreement. Such slip is to show the full name of the employee, classification in which employed, date of termination, reason for termination and whether or not the employee is eligible for rehire. The termination slip should be given to the employee at the time of termination or faxed to the Union no later than the next workday after termination, with copies to the Local Union.

3.5 The Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership; provided, however, all workers, members of the Union or otherwise, shall be classified and receive the wage scale as provided in this Collective Bargaining Agreement.

ARTICLE IV

CONTRACTOR RIGHTS – UNION RIGHTS

4.1 Employees covered by this Agreement, except those meeting the requirements of "Employer" as defined herein, shall not contract for any electrical work.

4.2 The Union will not make available the Referral System to other potential employers engaged in the same class of work as the Employer unless such other potential employers comply with the terms and conditions of this Agreement, in which event the Union will make available the Referral System in accordance with Article II hereof. This Section shall not be construed to affect the right of the Union to enter into bargaining agreements with utility companies, municipals or government agencies engaged in utility operations.

4.3 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.

4.4 Employees covered by this Agreement who become Electrical Contractors shall not rotate back and forth as Electrical Contractor and worker.

4.5 The Employer signatory to this Agreement may move employees within a Local Union's jurisdiction. The Local Union shall be notified prior to establishment of a new headquarters.

4.6 The Employer signatory to this Agreement may move employees from one (1) Local Union jurisdiction to another Local Union jurisdiction subject to the following conditions:

(a) That the employee will have been employed by the Employer ten (10) days prior to such move and is not employed in a classification defined herein as a "temporary upgrade." Before starting work, all employees shall report to the Local Union office into whose jurisdiction they are moving.

(b) That the Employer shall furnish the Local Union into whose jurisdiction they are moving, with a copy to the Local Union from where they move, in advance and in writing, a Notice of Transfer listing the names of the workers being moved and their classifications.

(c) That the Employer shall hold a Pre-job Conference with the Business Manager or his/her Representative in the jurisdiction affected prior to moving the workers to the job.

(d) The Employer shall have the right to the full portability of manpower for employees covered by this Collective Bargaining Agreement so long as they have been employed for a period of no less than thirty (30) working days by the Employer in the jurisdiction of one of the four (4) Local Unions signatory to this Agreement.

4.7 Employers from outside the normal labor market area shall comply with the terms of paragraph (c) of Section 4.6 and may bring in one (1) Journeyman, and such workman shall furnish evidence to the Union that he is receiving necessary expenses and traveling time. Such Employer shall employ other workmen in the same manner as local contractors and shall employ at least one (1) local Journeyman Lineman as long as he has line work in operation under this Agreement.

4.8 (a) The Employer shall not loan or cause to be loaned workers in his/her employ to any other Employer without first securing permission of the Union and then only when applicants possessing the required skills are not available under the Referral Procedure.

(b) The Employer shall not solicit, promote or provide employees to any other Employer for work which is not performed under the explicit terms of this Agreement. (The intent is that Construction employees referred to a contractor shall not use such employees to supplement utility crews or any other such foreign employer(s). This does not preclude "dock crews" of fully complimented construction crews working for the signatory contractor(s) on the same crew(s). There shall be no commingling of such workers in order to establish a crew.)

4.9 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union—upon receipt of the 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 Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

4.10 The Employer shall not directly or indirectly, or by any subterfuge, sublet or contract with any of his/her employees or the employees of any other Employer who is a party to this Agreement performing work covered by this Agreement, all or any part of the labor services required by any contract or such Employer.

The Employer shall not rent or accept the loan of cars, trucks, tools or any other equipment from any of his/her employees or the employees of any other Employer who is a party to an Agreement performing work covered by the Agreement.

Any employer who sublets or contracts work which is described under "Purpose and Scope of this Agreement" to another Employer shall notify the Local Union having

jurisdiction of the name of such subcontractor, his/her permanent address and the location and nature of the work subcontracted. Such subcontractor shall not begin work until he/she is in compliance with an Agreement covered by the "Purpose and Scope of this Agreement," of this Agreement.

4.11 Neither the Employer, employee nor their agents shall give or accept directly any rebate of wages. If the Employer is found violating this provision the Employer shall be subject to having this Agreement terminated upon written notice by the Union.

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

4.13 Workers employed under the terms of this Agreement shall use reasonable care in the installation of material and shall perform all work in a workmanlike manner and as directed by the Employer or his/her representative, as provided in 8.4, and in the safekeeping while preserving in good condition the Employer's tools and/or equipment issued to them, provided the Employer furnishes the necessary locks, tool boxes or other safe places for the storage of them. Any claim by the Employer that any worker has caused the loss of or damage to tools and/or equipment in a careless or negligent manner shall be a grievance as defined in Section 1.5.

4.14 For the employees covered by this Agreement, the Employer shall make regular payment to the federal and state government for Social Security, Workers' Compensation and Unemployment Insurance as provided by law, and shall furnish satisfactory proof of such to the Union upon request.

4.15 The Business Manager shall have the right to appoint a Steward at any shop or on any job where workers are employed under the terms of this Agreement. The Employer shall be promptly notified in writing of said appointments.

The Steward shall, upon request to the Employer's authorized representative, be given sufficient time during regular working hours and furnished transportation to see that this Agreement is observed. The area of his/her assignment shall be as agreed to between the Union and the Employer.

Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to any alleged violation of this Agreement.

The Employer shall notify the Local Union prior to layoff, transfer or termination of the Shop Steward.

The Steward and the Employer's authorized representative on the job shall periodically review the distribution and allocation of scheduled overtime work and the Steward shall be included in all scheduled overtime of two (2) or more workers, clipping crews excepted.

4.16 The representative of the Union shall be allowed access to any Shop or job at any reasonable time where workers are employed under the terms of this Agreement.

4.17 The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed or repaired under economically sound wages, hours and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

* **4.18** A Foreman shall be a Journeyman Lineman. This shall not change the provisions of 11.2.

The Employer may advance Journeymen to Foremen as needed and also may advance an employee to jobs of a higher classification when the employee's referral slip shows that such is his/her regular classification; provided, no eligible applicant in that classification is available and these will not be considered a "temporary upgrade" as defined herein. The Employer shall notify the Shop Steward during the same workday of such advancements.

When the Employer desires to employ a particular applicant as Foreman, he/she shall notify the Dispatcher of the name of the applicant requested. The above shall be subject to the following conditions:

(a) Such applicant must be on the appropriate Out-of-Work List for which Local Union he/she is requested from for two (2) full working days or more (the two (2) days may be made up from time on multiple books within the four locals covered under this agreement.);

(b) Such applicant must be eligible for Group I Classification A, Journeyman Lineman;

(c) Such applicant must work as a Foreman for at least sixty (60) days, unless such job is for a shorter duration; and

(d) In a continuing effort to resolve mutual problems of the industry, the parties subject to this Agreement agree to form a committee to resolve problems arising under this Section.

Should the Local Union be unable to refer applicants to the Employer for the classification requested, the Employer may, by agreement with the Business Manager or his/her Representative, advance workers on the job to higher classifications of work which they are able to perform. Such advancement shall be considered a "temporary upgrade" and the Employer shall notify the Union in writing of the names of such workers temporarily upgraded on the job.

All "temporary upgrades" shall end at the conclusion of the job for which they were made unless otherwise agreed to by the Local Union. An exception will be workers in "temporary upgrades" will be laid off prior to the layoff of a Journeyman Lineman qualified in the area of assignment and the eight (8) day clause will not apply.

4.19 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by the 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 this Agreement by the Local Unions 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 the Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical work in the jurisdiction of this or any other Local Union to be performed 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.

4.20 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.

(a) In conjunction with the above, the Employer will be the sole judge of the abilities and skills of those people (applicants) hired to act as Foreman to supervise a safe, efficient and productive crew.

(b) When the Employer does not have work available for thirty (30) calendar days, a worker is no longer considered an employee (vacation, illness, injury and weather excepted).

PROCEDURE FOR FILING A GRIEVANCE

4.21 A Grievance is hereby defined as a claim by an employee, the Union or by the Employer of a violation of a specific provision of this Agreement, or of any alleged act or type of supervisory conduct which unjustly or unlawfully causes an employee to lose their job or any benefits arising out of their job.

4.22 The Employer and Union will promptly meet and deal with each other, through their respective representatives, which respect to any dispute involving the interpretation, application or alleged violation of any provision of this Agreement. All such matters shall be adjusted as hereinafter provided, except that any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the Union Representative, as long as the adjustment is not inconsistent with the terms of the Agreement. Provided, further, that the Union Representative has been given an opportunity to be present at such adjustment. As a condition to the filing of a grievance under this Agreement, an employee shall take the subject matter involved up with his/her immediate supervisor within five (5) calendar days of the occurrence giving rise to the grievance or from the date which the employee knew or reasonably should have known of such occurrence. This requirement shall not apply to claims of alleged unjust disciplinary action.

4.23 STEP ONE. Any employee or group of employees having a grievance shall present in writing to the Union Steward within thirty (30) calendar days after the grievance arises or after the aggrieved employee knew or reasonably should have known of the existence of the grievance. The Steward shall thereupon consider such grievance and within five (5) working days following receipt shall prepare and present to the designated Company Supervisor of the work group involved a written "Notice of Grievance" with a copy for the Company's Manager of Labor Relations and a copy to the Union's Business Manager. Said Notice of Grievance shall set forth so far as may be applicable:

The nature of the grievance and the circumstances from which it arose;

The remedy or correction the Employer is requested to make; and

The Section(s) of this Agreement, if any, relied upon or claimed to have been violated.

The Employer and the Union will endeavor wherever practicable to settle any grievance at this point. Discussion between the Company Supervisor and the Union Steward shall take place, if practical, within seventy-two (72) hours, unless extended by mutual consent, following receipt by the designated Company Supervisor.

The Company Supervisor shall, within ten (10) working days after such discussion, prepare and present to the Union Steward a "Proposed Settlement of Grievance" and

mail or present copies of this Proposed Settlement of Grievance to the Employer's Manager of Labor Relations and the Union's Business Manager. Should the proposed settlement be agreed to by the Union Steward, he/she shall so state in the proposed settlement and sign his/her name hereto. If the Union Steward does not agree to the proposed settlement, he/she shall state this fact on the proposed settlement and sign his/her name thereto. The Union Steward shall accept or reject the proposed settlement within five (5) working days of receipt. In the event of rejection, the grievance may, at the Union's option, be processed as provided by Step Two.

STEP TWO. If a grievance is referred to Step II as provided in Step I, a meeting shall be held within twenty (20) working days of the request by the Union's Business Manager or his/her authorized representative, in order to settle the grievance under consideration. No grievance shall be handled at this Step II until it has been processed as provided in Step I. The Union and the Company may each call and present witnesses to testify at such a meeting and each shall pay all cost of the appearance of the witnesses so called by them.

Any settlement agreed upon shall be reduced to writing and copies signed by representatives of both parties. The proposed settlement shall be reduced to writing by the Employer's District Manager and presented to the Union's Business Manager within ten (10) working days of the Step II meeting.

4.24 The Employer and the Union will endeavor to settle, by the foregoing methods, all disputes arising under this Agreement. Failure by either party to comply with the time limits specified in Article IV shall, unless waived by the other party, constitute waiver of the grievance. Should either party fail or refuse to meet in an attempt to settle such grievance within the time limits specified, unless the time limits shall be extended by mutual written consent, the other party shall then consider that its position has been accepted.

4.25 In the event that any grievance arising under this Agreement shall not be settled as provided in the foregoing Sections, such grievance shall, upon written notice to the Employer within ten (10) working days following completion of Section 4.23, Step II, be submitted to Arbitration as provided in the following Sections hereof. This grievance procedure and arbitration under Article IV, in the event no agreement is reached under the grievance procedure, shall be the exclusive means of resolving any grievance arising under this Agreement. The Union or the Employer shall have sole discretion as to whether or not to proceed to arbitration as provided herein and any such decision reached in good faith shall be binding on the employee(s), Union or Employer, as may be applicable.

4.26 All time limits may be extended by mutual written consent.

ARBITRATION PROCEDURE

4.27 Any grievance not settled twenty (20) workdays after being presented by the procedure set forth in Step Two under Article IV shall, upon timely written notice under Section 4.25, be disposed of by arbitration in the manner and form hereinafter provided, unless the time shall be extended by mutual written consent.

4.28 Either party, after it has been determined the matter cannot be settled by direct negotiations, may within five (5) working days jointly request the Federal Mediation and Conciliation Service to designate a panel of seven (7) arbitrators. Upon receipt of such panel the parties shall alternately strike names from the panel, the grieving party striking the first name and the remaining name on the panel shall be the arbitrator. By mutual agreement, the parties may submit multiple grievances to the arbitrator so designated.

4.29 The arbitrator designated under Section 4.28 shall act as a fair and impartial arbitrator and shall proceed to hear the evidence and shall make a decision which shall be final and binding on the parties. The arbitrator shall have no authority to add to or otherwise change any provision of this Agreement and his/her decision shall be within the scope of this Agreement.

4.30 It is understood by both parties that the arbitration hearings will be conducted in as short a time as possible and the arbitrator shall designate the time and place of the hearing and cause due notice thereof to be given. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses and cross-examine such. The arbitrator shall pass on the admissibility of the evidence. Each of the parties hereto agrees to produce all its books, records, or documents, or any other material which in the opinion of the arbitrator is relevant to the issues in dispute. The arbitrator's decision shall be in writing and shall give the reasons thereof.

4.31 The award of the arbitrator shall be final and conclusive on the parties hereto. The arbitrator shall not have authority to arbitrate away in whole or in part any provision or provisions of this Agreement. Either party to this Agreement may file a grievance. (Intended to include the Union or Company at step 2.)

4.32 Each party shall bear the expense of preparing and presenting its own case. Expenses of the arbitrator and any incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE V

HOURS – WAGE PAYMENTS

* **5.1** Eight (8) hours of work between the hours of 8:00 A.M. and 4:30 P.M. or 5:00 P.M., with not less than thirty (30) minutes or more than one (1) hour for lunch period, shall constitute a workday. Meal periods shall be Breakfast, 6:30 A.M. to 7:00 A.M.; Lunch, Noon to 12:30 P.M. or 1:00 P.M.; and Supper, Midnight to 12:30 A.M. or 1:00 A.M.; Dinner, 6:00 to 6:30 P.M. Forty (40) hours within five (5) such workdays, Monday through Friday inclusive, shall constitute a workweek. It is recognized that the above hours and days may be changed by mutual agreement when in writing, prior to implementation, by the parties' signatory to this Agreement. Changes may include working 4/10's, Monday through Thursday and/or Tuesday through Friday.

When extreme weather conditions are such that federal, state or county agencies prohibit the continuance of work during regularly scheduled work hours, the work hours will be changed for the duration of those conditions, subject to the following conditions:

1. The first hour worked shall be at the double-time rate of pay.

2. Work schedules shall be for not less than eight (8) hours, subject to Section 5.5 of this Agreement.

(a) When employees are required to work overtime on storm damage or emergency call-out, the following conditions will apply. Meals: maximum meal allowance will be reimbursed at nineteen dollars ($19.00) for breakfast 6:30 A.M. to 7:00 A.M.; nineteen dollars ($19.00) for lunch noon to 12:30 P.M.; twenty-eight dollars ($28.00) for dinner 6:00 P.M. to 6:30 P.M.; and twenty-four dollars ($24.00) for the midnight meal midnight to 12:30 A.M. Meals are paid by receipt only. Employees will not be paid for time spent eating. On jobs in excess of twenty-four (24) hours' duration, lodging will also be provided by the contractor. No additional charges will be reimbursed.

(b) When employees are called out or are assigned to start working on emergency storm work, time shall begin at time of the call or at the time of the assignment. In no case shall any individual receive less than a 2-hour callout at two times (2x) the base hourly rate for their classification (reasonable time for driving shall be compensable). There will be a maximum of forty (40) continuous hours worked, then a mandatory eight hours of relief. Hours will resume at eighteen (18) on, six (6) off, with all hours worked paid at double (2x) the straight-time rate.

5.2 The minimum rate of wages through the term of this Agreement shall be those set forth in the Wage Schedule(s).

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

5.3 Wages shall be paid weekly, not later than quitting time on the last day of the employee's pre-scheduled straight-time workweek and not more than five (5) regular workdays' wages may be withheld at any one (1) time. The Employer will provide benefit payment information on their employees pay stubs when the Employer's system will permit such reporting. When the employee gives two (2) regular workdays' (48 hours) notice in writing before quitting his/her job he/she shall receive his/her pay in full, except any unscheduled overtime which shall be mailed to his/her last known address no later than the last day of the employee's next workweek. If no notice is given his/her check in full will be mailed no later than the last day of the employee's next workweek to his/her last known address. Should the Employer, for any reason under his/her control, fail to have checks available at job headquarters by quitting time on the last day of the employee's workweek, the employee(s) involved shall be entitled to receive, for each twenty-four (24) hour period, or fraction thereof, thereafter until checks are available at job headquarters:

First Occurrence – (per Employer), per pay period in a six (6) month calendar period: two (2) straight-time hours;

Second Occurrence – (per Employer), per pay period in a six (6) month calendar period: four (4) straight-time hours; and

Third Occurrence – (per Employer), per pay period in a six (6) month calendar period: eight (8) straight-time hours.

It shall be considered a willful act on the part of the Employer if an employee who has been terminated and ceases work outside the Employer's office business hours is not paid by noon of the next day.

In the event an employee receives a payroll check which is returned or refused by the bank and so marked NSF, he/she shall receive eight (8) hours pay for each twenty-four (24) hours or portion thereof until funds for the original check amount are received. (Funds means: cashier check, cash, or cashable check.)

It shall be the responsibility of any employee working alone to have time sheets mailed or delivered to the Employer promptly after the completion of the pay period. It shall also be the employee's responsibility to notify the Employer promptly if wages do not arrive by the scheduled time.

Each employee, during his/her first two (2) weeks of employment, shall be entitled to one (1) draw not to exceed fifty percent (50%) of his/her accumulated earnings. The draw shall be given to the employee not later than forty-eight (48) hours following the request, or mailed to the job within twenty-four (24) hours, Saturdays, Sundays and holidays excepted.

When Apprentices are transferred by the Apprenticeship Committee from one Employer to another, within forty-eight (48) hours' notice to the Employer, they shall be paid in full on the last day worked prior to transfer.

5.4 Any worker reporting for work at starting time in the morning and being terminated before noon, not having been notified the previous day, shall be paid four (4) hours' wages; if terminated any time after noon, he/she shall be entitled to eight (8) hours' pay. If an employee is terminated for cause, only the actual hours worked shall be paid. If a worker's tools and belongings are not available to him/her at headquarters when he/she is terminated, he/she shall be paid only that time required to gather these items, but not to exceed four (4) hours.

5.5 Workers ordered to report for work when weather conditions are such that they cannot work, by decision of the Employer or Employees, shall receive one (1) hours' pay at the applicable rate. When workers report to work without previous orders to the contrary, except as stated above, and are not put to work, they shall be paid two (2) hours' time at the applicable rate.

5.6 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each workday on all work within the jurisdiction of the Union.

5.7 All work performed outside of the regularly scheduled working hours and on Saturdays, Sundays and the following holidays – New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the Friday following, and Christmas Day, or days celebrated as such, shall be paid for at double the regular straight-time rate of pay.

Emergency work performed for an operating utility company in restoring customer service or tie lines by an Employer on days on which the utility company crews would receive overtime will be paid for at the applicable overtime rate.

5.8 A minimum of two (2) hours' overtime pay shall be allowed for work outside the employee's regular shift, unless the employee reports for work less than two (2) hours before the beginning of his/her regular shift, or continues after his/her regular shift.

When an employee reports for overtime work and works six (6) hours or more outside his/her regular shift hours, he/she shall receive minimum of eight (8) hours' rest before his/her regular shift begins or the regular shift hours will be at the overtime rate. After eight (8) hours rest, any remaining portion of the regular shift may be worked at the straight-time rate of pay.

When a worker has worked on one (1) shift at the overtime rate, he/she shall not go back to work at the regular straight-time rate until relieved for a period of eight (8) hours.

ARTICLE VI
FRINGE BENEFITS

6.1 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.

6.2 Commencing February 1, 2007, the Employer employing workers during the term of this Agreement shall pay to the designated LINECO office one-hundred percent (100%) of the required hourly rate for all hours worked by all such employees as designated by the LINECO Trustees. Hours worked shall be deemed to include straight-time hours, actual overtime hours, report time and shift premium hours not worked.

Remittance shall be mailed to reach the designated LINECO office on or before the fifteenth (15th) day of each month for each hour worked in weekly pay periods ending during the preceding month, together with a monthly payroll report on a multi-copy form that will be furnished for that purpose by the Trustees of the fund. "Hours worked" shall be as defined in the Health & Welfare Trust Agreement.

It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an Employer financed Health & Welfare Trust and that contributions thereto shall not be deemed to be wages to which any employee shall have any right other than the right to have such contributions paid over to the Trust Fund in accordance therewith.

6.3 (a) It is mutually agreed between the parties that, upon the recommendation of the Trustees and concurrence of the Labor-Management Committee, the contributions to the Health & Welfare program will be increased by the Employer, provided that sixty (60) days' notice to the parties to this Agreement has been given prior to any action being taken which alters the present Health & Welfare payments.

(b) Selection of the Health & Welfare Plan will be at the discretion of the Labor-Management Committee.

* **6.4** STD/LTD INSURANCE – The parties agree to establish a committee, not to exceed two (2) delegate from each Local Union and representatives from NECA of their choosing, up to an equal number to union representatives, to discuss and establish a Short-Term Disability/Long-Term Disability insurance to be approved by the Trustees of the HRA plan. If approved the membership will be giving the ability to vote for the acceptance or rejection of said plan by means of the same procedures used to ratify this agreement.

* **6.5** CREDIT UNION DEDUCTION. The Employers subject to the terms of this Agreement shall, upon request of the employee, deduct and remit not less than fifty cents (50¢) per hour to the Qualstar Credit Union and/or Advantis Credit Union. All deductions above fifty cents (50¢) per hour will be in fifty cent (50¢) increments. Such monies deducted from the employee's paychecks shall be deposited in the name of the individual employee.

An employee may only be allowed to accept or reject this deduction every ninety (90) days.

The "savings" payment and the payroll report shall be mailed to reach the depository not later than fifteen (15) calendar days following the end of each calendar month.

6.6 The failure of the Employer to remit to the employee's "savings" account, after proper notification by the employee, as provided in this Article, shall constitute a breach of this Labor Agreement.

* **6.7** The Area Training Agreement entered into between the Northwest Line Constructors Chapter, NECA, and IBEW Local Union Numbers 77, 125, 483 and 659 as approved by the International President on June 13, 1967 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 monthly labor payroll. Apprentices' wages and the ratio of Apprentices to Journeymen are specified in the Area Training Agreement.

* **6.8** It is agreed that in accord with the IBEW-District Ten-NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan

Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), the individual employer will forward monthly to NEAP's designated collection agent all classifications included in the agreement and all letters of understanding an amount equal to the amount listed below, together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

If the Employer fails to remit as provided above shall be additionally subject to having his/her agreement terminated upon 72 hours notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of the Employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his/her labor agreement.

The Employer employing workers shall contribute a sum for each hour worked to the National Electrical Annuity Plan in accordance with the following schedule:

* **NATIONAL ELECTRICAL ANNUITY PLAN CONTRIBUTIONS**

CLASSIFICATIONS	Eff: 2/1/2009	Eff: 2/1/2010	Eff: 2/1/2011
Cable Splicer Foreman	$ 6.35	$ 6.70	$ 7.05
Cable Splicer	$ 6.35	$ 6.70	$ 7.05
Line Crew Foreman	$ 6.35	$ 6.70	$ 7.05
Certified Lineman Welder	$ 6.35	$ 6.70	$ 7.05
Journeyman Lineman	$ 6.35	$ 6.70	$ 7.05
All Apprentice Linemen	$ 3.85	$ 4.00	$ 4.15
Substation Foreman	$ 6.35	$ 6.70	$ 7.05
Substation Technician/Journeyman	$ 6.35	$ 6.70	$ 7.05
Heavy Equipment Man	$ 6.35	$ 6.70	$ 7.05
Line Equipment Man	$ 4.10	$ 4.25	$ 4.40
Leadman Pole Sprayer	$ 6.35	$ 6.70	$ 7.05
Pole Sprayer	$ 6.35	$ 6.70	$ 7.05
Pole Inspection Foreman (Wkg)	$ 6.35	$ 6.70	$ 7.05
Pole Restoration Foreman (Wkg)	$ 6.35	$ 6.70	$ 7.05
All Pole Sprayer Trainees	$ 3.85	$ 4.00	$ 4.15
Powderman	$ 3.85	$ 4.00	$ 4.15
Jackhammer Man	$ 3.85	$ 4.00	$ 4.15

CLASSIFICATIONS	Eff: 2/1/2009	Eff: 2/1/2010	Eff: 2/1/2011
Head Groundman	$ 3.85	$ 4.00	$ 4.15
Groundman	$ 3.85	$ 4.00	$ 4.15
Pole Inspection Groundman	$ 3.85	$ 4.00	$ 4.15
Pole Restoration Groundman	$ 3.85	$ 4.00	$ 4.15
Tree Trimmer Foreman	$ 3.85	$ 4.00	$ 4.15
Tree Trimmer	$ 3.85	$ 4.00	$ 4.15
All Tree Trimmer Trainees	$ 3.15	$ 3.30	$ 3.45
Tree Trimmer Groundman	$ 3.15	$ 3.30	$ 3.45

The failure of the Employer to make all payments provided for, including liquidated damages for late payments within the time specified, shall be a breach of this Agreement. All costs incurred by the Local Union in an attempt to collect such damages shall be borne by the Employer.

* **6.9** 401(k) PLAN CONTRIBUTION. Upon presentation and agreement to the Employer of an approved 401(k) plan by the Unions, it is agreed the employer shall provide payroll deduction for their employees. The Employer shall not be responsible for any costs associated with this plan other than providing payroll deduction. Employees will be allowed to change the dollar amount withheld from their pay as per the Trust documents.

It is agreed that the Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between Osmose Utilities Services, Inc. and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

The Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant.

In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Employer and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

The Employer hereby accepts, and agrees to be bound by, the Agreement and Trust.

If the Employer fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the Employer. If the Employer fails to remit as provided above shall be additionally subject to having this agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

Failure of the Employer to comply with the applicable provisions of the Agreement and Trust shall also constitute a breach of this labor agreement.

6.10 If the Employer is delinquent with any monthly payroll report (MPR-19) or any benefit in this Article for more than fifteen (15) working days he/she shall be required to post a surety bond with the Local Union affected by the delinquency. Said bond shall be in the amount of fifty thousand dollars ($50,000.00) and shall have a term of twelve (12) months.

6.11 ADMINISTRATIVE MAINTENANCE FUND. The Employer shall contribute, .05% of their gross monthly payroll payable to the Administrative Maintenance Fund for each hour worked by each employee covered by this Agreement. The monies are for the purpose of administration of all benefit funds pursuant to this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement by the 15th of the month. This fund shall be administered solely by the Northwest Line Constructors Chapter and will not be used to the detriment of the Local Unions or the IBEW. Enforcement for delinquent payments to this fund shall be the sole responsibility of the fund.

* **6.13** Electronic Reporting of Benefits

The parties agree that payroll reports and benefits maybe collected by the assigned collection agent through the process of electronic submission.

ARTICLE VII
HEADQUARTERS

7.1 PRE-JOB CONFERENCES (not pre-bid conferences). Prior to the start of any job, a Pre-job Conference shall be held with the Local Union having jurisdiction.

7.2 The Employer shall notify the Local Union, in writing or by fax, in whose jurisdiction the work is to be performed the following information:

1. Locations of job and reporting headquarters;
2. Scope of job;
3. Starting date of job;
4. Names and classifications of workers to be transferred;
5. Number of workers and classifications required on the job;
6. Approximate length of job; and
7. Any other information which would be pertinent.

(a) Headquarters where workers report for work shall have facilities located adjacent to a hard surface road; well-maintained substation access roads of less than one (1) mile in length are excepted.

1. Sanitary toilets, as approved by city, state, or federal regulations governing the site on which they may be located.
2. Adequate supply of potable drinking water.
3. Water for washing hands and face.
4. Parking facilities for employees' cars.
5. Safe storage space for employees' tools.
6. Heated enclosure for drying clothes during inclement weather.
7. Telephone, when available, for headquarters established over a thirty (30) day period.

7.3 On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations – except those substations whose primary function is to feed a distribution system, subject to the provisions of paragraphs A and B. Majority of job type in miles will govern between transmission and distribution classifications.

(a) The assembly of steel towers and racks shall be done by Journeyman Linemen, Line Equipment Operators and Groundmen. Groundmen under indirect supervision of a Foreman and Lineman may be used on tower assembly. The ratio shall not exceed three (3) Groundmen for each Journeyman Lineman, and as it affects "assembly" as found in Section 8.14(a).

(b) Overtime will be paid at one and one-half times (1-1/2x) the base rate for the first two (2) hours of overtime on a regular workday.

All hours in excess of ten (10) hours will be at two times (2x) the base rate.

The first eight (8) hours on Saturday will be at the time and one-half (1-1/2x) rate. All hours in excess of eight (8) hours on Saturday will be at the double-time (2x) rate.

(c) All work on Sundays and holidays will be at the double-time (2x) rate. (a, b & c above shall apply only to work as defined in Section 7.3.)

(d) The exception to the above shall be all energized work on the above systems. Overtime work shall be two times (2x) the base rate of pay.

ARTICLE VIII
SAFETY AND WORKING RULES

8.1 The federal regulations and the "Electrical Workers Safety Rules" of the state having jurisdiction shall be observed and copies shall be made available by the Employer and the Union. The rules provide the minimum standards of safety to be observed by the Employer and the workers.

(a) Safety and/or skill meetings will be held for all employees. A total of two (2) hours per month shall be allocated for such meetings.

(b) Operating conditions applicable to helicopter use under this Agreement will be set forth on the pages following the Wage Schedules.

(c) The Safe Work Practices that are in effect on a utility company property, which are more stringent than those in this Agreement, shall apply to work which is performed on that property under the terms of this Agreement. However, these same Safe Work Practices shall not alter the crew structure or crew size as prescribed by the terms of this Agreement. There shall be no retribution, of any type, for employees requesting additional help, as it relates to safety, so long as such methods are considered acceptable work practices in the Electrical Line Industry.

(d) If the safety policy of a customer requires a drug test program, then the sample drug test program that is attached to this Agreement shall be used, as a minimum.

(e) The dangers and costs that alcohol 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 applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with the 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 Employer shall implement an area-

wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW and the Employer. 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 unions and the Employer to meet the requirements of those laws and regulations.

(f) Federal & State OSHA has mandated that all Employees receive training in recognizing hazards in the workplace. The JATC will develop and make available on non-work hours a curriculum to meet these requirements. The Employer and the Union shall encourage all employees and members to attend the required training each year.

(g) Pre-employment and Random Drug Testing.

In an industry effort to meet the demands of the Department of Transportation drug-free workplace and to promote workplace safety, the parties to this Agreement have developed a system for pre-employment testing of applicants before reporting to the work site. The ultimate goal is to have the applicant for employment compliant prior to showing up at the job site.

The system is based on the premise that the Union has the duty to dispatch from their Out of Work List employees who have signed the out of work register. The local NECA Chapter, Northwest Line, along with its consortium, will keep a list of potential job applicants who are compliant with DOT drug testing. When an employee is dispatched for employment to an Employer that is part of the consortium, the following steps will be taken:

The Union will verify the applicant for employment is compliant as agreed to by the parties subject to this Agreement. It shall be the responsibility of the Employer to verify such job applicant is compliant. The Local Unions subject to this Agreement shall be held harmless for all and any impacts and or incidences relating to the referral and/or the hiring of such job applicants.

If the applicant is not compliant, he/she will be notified that they may go to the nearest geographical test facility and take a pre-employment test. A compliant test will be reported to the NECA representative and the job applicant would be dispatched to the job site. If the test is positive, the consortium MRO will contact the applicant and the result will be reported in confidence to the NECA consortium manager who would notify the contractor's confidential drug representative of the positive result. Before the Employer can accept the applicant, he/she would have to go through the last chance program set up by NECA. Once the applicant has completed the program as directed and monitored by the NECA consortium manager he/she would be eligible for a re-test. If the test is compliant the applicant would be eligible for referral.

The parties subject to this Agreement are aware that the Union is obligated to dispatch the first qualified applicant on the Out of Work List. If the applicant wishes to be dispatched to a job and is non-compliant the respective Local Union will, in good faith,

dispatch that applicant to the job site and it will be up to the Employer as to the acceptance or rejection of the applicant.

Applicants signed on the books and who have been pre-employment tested by the consortium and are compliant shall remain in the random pool. Should an applicant for referral come up for random testing the NECA consortium representative will notify the individuals. The individuals, at their option, can go in for a drug test and remain compliant with the consortium. Applicants who are compliant are not required to retake a pre-employment test. If they choose not to take the test in a timely manner, then they are obligated to go through the pre-employment testing procedure.

Applicants who are non-compliant and are otherwise eligible for referral and volunteer to become compliant and pass such testing shall receive fifty ($50.00) from the consortium when the applicant is verified as compliant.

* **8.2** (a) No worker shall be required to work on energized lines exceeding five thousand (5,000) volts unless it is done by qualified Linemen using approved tools of the "Hot Stick" variety.

(b) A joint Management/IBEW Committee will be formed to establish all provisions which will allow a Journeyman Lineman from the four Locals' workforce who is properly trained to work on energized lines of voltages of 230kV and above using live-line practices if allowed by applicable laws.

The Committee will be in charge of developing training guidelines, working conditions, wages, benefits, referral guidelines and all other applicable items. The agreement reached by the Committee will be subject to ratification by the membership of the Locals partied to this agreement.

(c) Once ratified as stated above the parties agree to implement a fifty cent ($0.50) increase contribution to NEAP for the Journeyman Lineman.

* **8.3** Foremen shall be constantly on the alert for the safety of their crews and shall not be required to serve both as Foreman and Lineman, except on crews of not more than two (2) Linemen and Groundmen, in which case they may work as one (1) of the Linemen.

On crews consisting of a Foreman, Lineman, Apprentice Lineman, and a Groundman, Head Groundman or an Equipment Operator, the Foreman may climb when the nature of the work is such that the Apprentice cannot be used as a Lineman, in which case the Apprentice shall perform the work normally done by a Groundman. When the Apprentice is working as a Lineman, the Foreman shall remain on the ground and may perform work normally done by a Groundman when not in violation of any safety regulations provided for in Section 8.1 or when it does not interfere with his/her supervision of the work being performed. When work around energized electrical equipment is of such a nature that a Safety Watch is required a Journeyman or Hot Apprentice shall be the Safety Watcher.

8.4 On jobs having a Foreman, workers are not to take directions or orders or accept the layout of any job from anyone except the Foreman.

8.5 No Foreman shall at the same time perform or supervise work of more than one (1) crew.

8.6 A regularly constituted line crew is defined as one which is made up of a majority, if any, of Linemen. Foremen, who shall be Journeyman Lineman, and Apprentice Linemen shall be counted as Linemen. The remainder, if any, of the crew will be made up of Line Equipment Men and Groundmen.

8.7 When framing poles or structures, including the installation of cross-arms and hardware, the ratio of one (1) Groundman to each Journeyman Lineman shall not be exceeded.

8.8 The framing and erecting of poles, making, installing and pulling of guys and the assembling and erecting fixtures shall be done by Linemen and Groundmen.

8.9 Aerial treatment of poles with preservatives shall be done by regularly constituted line crews.

8.10 Digging of pole and anchor holes and digging trenches for duct and cable installations and ground line treatment of poles by hand shall be done by Linemen, and Groundmen under the supervision of Line Foremen (or by Groundmen as specified in Section 8.13). When holes are dug by a mechanical digger, the crew shall consist of one (1) Journeyman Lineman and one (1) Line Equipment Man. This crew may also drop poles in holes, except in primary energized lines.

8.11 The erection and tamping of poles and the stringing of all wire shall be done by regularly constituted line crews.

8.12 THE DUTIES OF A GROUNDMAN shall be to assist Linemen, and under no circumstances shall they climb poles, towers or ladders. Groundman will be expected to utilize ladders for the purpose of entrance and exit to trenches and vaults or other de-energized underground facilities that may require it.

8.13 When a Groundman or Groundmen are assigned to manual hole or trench digging only, he/she shall work under the supervision of a Journeyman Lineman.

A Groundman or Groundmen assigned to ground line treatment shall work under the supervision of a Journeyman Lineman, Pole Sprayer, or either classification listed in Sections 8.26 or 8.27.

8.14 (a) The assembly and erection of steel towers and racks shall be done by a regularly constituted line crew. An exception will be: Workers who have regularly been employed in the assembly of steel for at least three (3) years, prior to April 15, 1968, in

the area covered by this Agreement, shall not be reduced in rate, which will parallel that of Line Equipment Man. Foremen and Apprentices will be counted as Linemen; Line Equipment Men will be counted Groundmen but will be paid the Line Equipment Man rate. Apprentices shall be paid their indenture rate.

(b) The rigging of the steel for erection shall be done by Journeyman Linemen.

(c) Assembly crews of no more than ten (10) workers may be supervised by a Working Foreman.

8.15 Workers using equipment, except that defined in Section 8.23, to hoist steel and insulators up to Linemen, or for sagging or stringing wire, shall be paid at the Line Equipment Man's rate of pay.

8.16 A CERTIFIED WELDER has been certified under applicable federal or utility regulations and may be assigned other Journeyman Lineman work that they may be qualified for within a substation, but in no case shall they be allowed to work on energized apparatus unless qualified as a Journeyman Lineman.

8.17 (a) If clipping in crew consists of not more than two (2) Linemen and two (2) Groundmen, one (1) Lineman shall be designated as the Foreman and paid Foreman's rate of pay.

(b) If clipping in crew consists of more than two (2) Linemen and two (2) Groundmen, there shall be a nonworking Foreman.

* **8.18** (a) All workers employed on wood structures at the seventy-five (75) foot working level or higher shall be paid at the straight-time rate, plus the applicable rate for the time involved while working at such height.

(b) Workers employed on steel towers at a height in excess of two hundred twenty-five (225) feet, measured from the center line hub, shall be paid the straight-time rate, plus the applicable rate for the time involved while working at such height.

(c) Workers working in or on a structure below a hovering aircraft or on the ground within a 50 foot radius of a hovering aircraft shall be paid one hundred percent (100%) of the straight-time rate, plus the applicable rate for the time involved.

(d) Workers required to service the lighting or the high frequency apparatus on any steel structure in excess of one hundred fifty (150) feet shall be paid at double (2x) the straight-time rate of pay from the apparent structure base.

8.19 When two (2) Cable Splicers are working for the Employer on the same job, one (1) of them shall be considered a Cable Splicer Foreman and be paid accordingly. When there are more than two (2) Cable Splicers and two (2) Helpers, they shall have a nonworking Foreman. A Cable Splicer Foreman shall be a Journeyman Cable Splicer.

All work of joining, splicing, insulating, terminating and placing of flame proof covering on nonkit type jacket insulated power cable shall be performed by Cable Splicers. Journeyman Linemen only shall be used in assisting Cable Splicers. Cable Splicers shall not be required to work on wires or cables when the difference in potential is over three hundred (300) volts between any two (2) conductors and ground, unless assisted by another Journeyman Lineman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of six hundred (600) volts.

8.20 Linemen employed under the provisions of this Agreement, when required, shall provide themselves with the following tools: hammer, pliers, ruler, twelve inch (12") crescent wrench, screwdriver, skinning knife, body belt, safety strap and climbers. In addition, they must have a current first aid card. Cable Splicers shall furnish only hand tools.

8.21 On all jobs requiring five or more Journeyman, at least every fifth Journeyman, if available, shall be 50 years of age or older.

8.22 THE DUTIES OF A HEAD GROUNDMAN shall be to drive trucks for material haul, man haul and light line equipment. He/She may be used for Groundman duties when not otherwise engaged. For the purpose of this Section, Groundmen may drive pickup trucks.

8.23 DEFINITION OF LINE EQUIPMENT MAN. This classification shall cover workers operating the following equipment: caterpillars, truck equipped with winch and/or boom, hydraulically operated backhoe with or without front-end loader, hydraulic mounted booms and such other equipment as is mutually agreed on by the Labor-Management Committee.

8.24 DEFINITION OF HEAVY LINE EQUIPMENT MAN. This classification shall cover operation of any piece of equipment which, in accordance with manufacturer's recommended specifications, is capable of operating with one hundred (100) or more aggregate feet of boom, be it crane, backhoe, clam shell, drag line or shovel. (The intent of this section is for cranes that are extended one hundred feet and beyond, due to necessity or work, and are used primarily for erection of steel towers, steel poles, or wood high-line structures. All other equipment shall be operated in accordance with the above sections of the Agreement.)

8.25 All manhauls shall provide each man with a place to sit and seating shall conform to local state requirements. Manhauls shall be of rigid construction, having bus type seats. Heating and ventilation shall be provided. No tools or materials shall be carried loose in the crew compartment when it is being used to transport workers. The Foreman shall be responsible for the sanitary condition of the manhauls.

8.26 POLE INSPECTION FOREMAN (WORKING): An Employee who is in charge of a crew no larger than eight (8) Groundmen engaged in the inspection and treatment of standing wood utility poles. He or she has been formally trained on-the-job by the Employer and

has demonstrated his or her knowledge in the evaluation of wood poles to NESC guidelines and application of remedial preservatives. Where required, he or she shall obtain state licenses to apply pesticides. If a Foreman position is not available, he or she may work as a Groundman.

8.27 POLE RESTORATION FOREMAN (WORKING): An employee who is in charge of not more than five (5) Groundman, including him or herself, engaged in the evaluation, preservative treatment and mechanical restoration of wood poles. Where required, he or she shall obtain state licenses to apply pesticides. If a Foreman position is not available, he or she may work as a Groundman.

8.28 POLE INSPECTION GROUNDMAN: An Employee, who, under the supervision of a Foreman, is engaged in repetitive, unskilled work such as digging, backfilling, applying preservatives, minor repairs as outlined in the Scope of Work, etc., which involve a variety of hand tools.

8.29 POLE RESTORATION GROUNDMAN: An Employee, who, under the supervision of a Foreman, is engaged in repetitive, unskilled work such as digging, backfilling, applying preservatives, minor repairs as outlined in the Scope of the Work, etc., which involves a variety of hand tools while performing mechanical restoration of wood poles.

ARTICLE IX
SHIFT WORK

9.1 When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked:

The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workers on the day shift shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.

The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workers on the swing shift shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7-1/2) hours' work.

The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workers on the graveyard shift shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.

A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular 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-time 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.

9.2 An expense allowance in an amount agreed to prior to the commencement of work for each job, to be determined in accordance with Article VII, Section 7.1, shall be paid by the Employer for each day on which the employee reports for work. On jobs where the predetermined expense allowance has been established, Sections 7.2 and 7.3 shall not apply.

ARTICLE X

NATIONAL LABOR-MANAGEMENT COOPERATION COMMITTEE (NLMCC)

10.1 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. §175 (a) and Section 302 (c) (9) of the Labor-Management Relations Act, 29 U.S.C. §186 (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 other lawful activities incidental or related to the accomplishment of these purposes and goals.

10.2 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.

10.3 Each employer shall contribute one cent (1¢) per hour worked, up to a maximum of 150,000 hours per year, for work performed under the term of IBEW Local Union agreements with the Northwest Line Constructors 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 Northwest Line Constructors Chapter, NECA, or its designee, shall be the collection agent for this Fund.

10.4 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 15% of the delinquent payment, but not less than the sum of twenty dollars ($20) 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 XI
TREE TRIMMING

11.1 This Article applies to Electrical Tree Trimming contractors and their employees only. In the event of direct conflict between any provisions of Article XI and other provisions in this Agreement, the provisions of Article XI shall prevail. All provisions not in direct conflict with Article XI addressed elsewhere in this Agreement shall apply as if set forth in this Article.

11.2 A Journeyman Lineman shall be in charge of a tree trimming crew. If Journeyman Linemen are not available, a Tree Trimmer Foreman may be put in charge. A tree trimming crew, when trimming from the power lines shall consist of not less than three (3) workers. When aerial trimming is performed by personnel on the ground using mechanized aerial equipment, a two (2) person crew may be used.

The chipper shall be within visual contact with the remainder of the crew when chipper is in operation.

11.3 (a) Tree Trimmer Trainees will be under the direction of the Northwest Line Training Committee.

(b) A Tree Trimmer Trainee is in training for a period not to exceed two (2) years to become qualified as a Tree Trimmer, except as provided in Subsection (f).

(c) Trainees will normally be assigned to work with a Tree Trimmer.

(d) Tree Trimmer Trainees, during the first six (6) months, shall not be employed in locations where there is danger of them coming in contact with primary energized lines.

(e) After Trainees have attained the second six (6) months pay grade, advancement of Trainees will be determined by on-the-job training, related training, proof of hours worked, and upon recommendation of the Trimmer and Employer representative to the Training Committee, advancements in pay grade will be made.

(f) Two (2) years' training may be accomplished at the second six (6) months pay grade. Advancements above the second six (6) months will be made as needed and shall be made when a Trainee is replacing a Tree Trimmer. A Trainee replacing a Tree Trimmer who has completed the necessary two (2) year training period will be paid at the Tree Trimmer rate.

(g) Trainees will not be used to replace Tree Trimmers when available.

11.4 A Spray Crew Foreman handles chemicals for use on right-of-ways and shall receive Journeyman Lineman's pay.

11.5 HEADQUARTERS. PRE-JOB CONFERENCES (not pre-bid conferences). Prior to the start of any job, a Pre-job Conference shall be held with the Local Union having jurisdiction. The results of such conference shall be reduced to writing and shall be binding on all parties.

Should the Employer and the Union be unable to agree upon locations to be designated as Job Headquarters and places to be agreed upon as Reporting Headquarters, they shall refer the matter to the Labor-Management Committee, which shall meet within twenty-four (24) hours to render a decision which will be final and binding. If a pre-job conference is not held, such violation shall be considered a grievable issue as defined under this Agreement and appropriate penalties shall apply.

If the Labor-Management Committee cannot agree, the matter shall be referred to arbitration, under rules and procedures adopted by the parties to the Agreement. In any event, the Contractor shall be able to start the job, PROVIDED A PRE-JOB CONFERENCE HAS BEEN HELD. Any decision shall be retroactive to the start of the job.

11.6 PERMANENT HEADQUARTERS shall be the Employer's established place of business as set forth in 4.12 and shall be known as the Employer's Shop.

11.7 JOB HEADQUARTERS shall mean any location within the area of this Agreement which may be designated by the Employer as headquarters for any job. It shall be at a place where accommodations are sufficient within a five (5) mile radius from such Job Headquarters to provide suitable board and lodging for all workers reporting to such Job Headquarters.

11.8 REPORTING HEADQUARTERS (other than Permanent Headquarters or Job Headquarters) may be established by a Pre-job Conference at any agreed upon place where living facilities are not sufficient to accommodate all members of the crew reporting to this headquarters.

(a) All workers working out of a reporting headquarters shall be reimbursed for travel time at a rate of one dollar ($1.00) per road mile one (1) way. Reimbursements for travel time shall be computed on the distance one way from the location qualified to be a job headquarters to reporting headquarters where workers will report at the beginning of the workday.

(b) In lieu of mileage, for work performed at McChord Air Force Base in the State of Washington, there shall be paid a travel allowance of not less than four dollars ($4.00) per day; and for work performed at Fort Lewis, Washington, there shall be paid a travel allowance of not less than six dollars ($6.00) per day.

(c) The Pre-job Conference shall determine when and where the reimbursement for mileage shall apply and shall determine the distance involved.

11.9 (a) Workers shall receive no allowance for either board and lodging or travel time when working out of the Employer's Permanent Headquarters.

(b) Workers shall receive no reimbursement for travel time when working out of a Job Headquarters. No allowance for daily board and lodging shall be paid unless the worker is employed less than eight (8) calendar days as hereinafter provided.

(c) Any worker who reports to a Job Headquarters either by transfer or initial employment and is either terminated or transferred to another Job Headquarters shall not be entitled to a daily board and lodging allowance unless the duration of his/her employment at such Job Headquarters is less than eight (8) calendar days, nor shall he/she be entitled to the allowance if he/she voluntarily quits or is discharged for cause.

Any worker who is referred for initial employment to a Job Headquarters which has existed or will exist for more than eight (8) calendar days, and who has been advised his/her initial employment at that Job Headquarters may be completed in less than eight (8) calendar days, shall not be entitled to board and lodging allowance.

11.10 At least three (3) regular workdays' notice shall be given for a transfer from Permanent Headquarters to Job Headquarters or from one Job Headquarters to another, except that only one (1) day's notice is required of assignment to a Job Headquarters of less than eight (8) days' duration, in which case expenses shall be paid.

11.11 If camp accommodations are provided, in lieu of established accommodations, board and lodging will be furnished by the Employer at a cost to the employee not to exceed two dollars and fifty cents ($2.50) per day.

11.12 Board and lodging at thirty dollars ($30.00) shall be paid by the Employer for all employees working out of temporary headquarters for a period of less than eight (8) calendar days.

Maximum of one (1) board and lodging payment per employee per day.

11.13 When ferry and/or toll bridge crossings occur between Job Headquarters and Reporting Headquarters, and from Reporting Headquarters to Job Headquarters, the Employer shall reimburse each employee for all such fares and/or tolls upon receipt. Reimbursement not to exceed the face value of the ticket.

11.14 The Employer shall pay for traveling time and furnish transportation to employees transferred from Permanent Headquarters to Job Headquarters, and from Job Headquarters to Job Headquarters. The Employer shall not be required to pay for traveling time nor furnish transportation after the employee has been terminated.

11.15 Headquarters where workers report for work shall have facilities as itemized below and shall be located adjacent to a hard surfaced road; well maintained substation access roads of less than one (1) mile in length are excepted.

1. Sanitary toilets, as approved by the city, state or federal regulations governing the site on which they may be located.
2. Adequate supply of potable drinking water.
3. Water for washing hands and face.
4. Parking facilities for employees' cars.
5. Safe storage space for employees' tools.
6. Heated enclosure for drying clothes during inclement weather.
7. Telephone, when available, for Headquarters established over a thirty (30) day period.

ARTICLE XII

12.1 EQUAL EMPLOYMENT OPPORTUNITY: Osmose will not discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, sexual preference, disability, age, veteran status, union membership and/or activities, or any other non-job related characteristic protected by federal, state and/or local laws. Osmose will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, national origin, color, sex, sexual preference, disability, age, veteran status, union membership and/or activities, or any other non-job related characteristic protected by federal, state and/or local laws. Such action shall include, but not limited to, employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or separation of employment, rates of pay and other forms of compensation, and selection for training including apprentices. Osmose agrees to make available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

ARTICLE XIII

13.1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

ARTICLE XIV

14.1 It shall not be considered a violation of this Agreement for employees to refuse to cross a legal picket line established by any other Union.

ARTICLE XV

CODE OF EXCELLENCE

* **15.1** The parties to this Agreement recognize that to meet the needs of our customers, both the employer and the 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. This program shall include minimum standards as designed by the IBEW and NECA.

ARTICLE XIV
WAGE SCHEDULE

* **16.1** Wage Schedule effective February 1, 2010, through January 31, 2012. The minimum hourly rate of wages shall be as follows:

	HOURLY RATE		
	Eff: 8/1/2009	Eff: 2/1/2010	Eff: 2/1/2011
CLASSIFICATIONS	**3.0%**	**2.0%**	**2.8%**
Cable Splicer Foreman, 118%	49.39	50.39	51.77
Cable Splicer, 112%	46.88	47.82	49.13
Line Crew Foreman, 115%	48.14	49.11	50.45
Certified Lineman Welder, 100%	41.86	42.70	43.87
JOURNEYMAN LINEMAN, 100%	**41.86**	**42.70**	**43.87**
Apprentice Lineman,			
7th 6 mos (90% Jrn Rate)	37.67	38.43	39.48
6th 6 mos (86% Jrn Rate)	36.00	36.72	37.73
5th 6 mos (78% Jrn Rate)	32.65	33.31	34.22
4th 6 mos (72% Jrn Rate)	30.14	30.74	31.59
3rd 6 mos (67% Jrn Rate)	28.05	28.61	29.39
2nd 6 mos (63% Jrn Rate)	26.37	26.90	27.64
1st 6 mos (60% Jrn Rate)	25.12	25.62	26.32
Substation Foreman	48.14	49.11	50.45
Substation Technician/Journeyman	41.86	42.70	43.87
*Apprentice Substation			
Heavy Line Equipment Man, 100%	41.86	42.70	43.87
Line Equipment Man, 86%	36.00	36.72	37.73
Leadman Pole Sprayer,112%	46.88	47.82	49.13
Pole Sprayer, 100%	41.86	42.70	43.87
Pole Inspection Foreman (Wkg)	41.86	42.70	43.87
Pole Restoration Foreman (Wkg)	41.86	42.70	43.87
Pole Sprayer Trainee,			
3rd 6 mos (92.8% Jrn Rate)	38.85	39.63	40.71
2nd 6 mos (89.8% Jrn Rate)	37.59	38.34	39.40
1st 6 mos (85.7% Jrn Rate)	35.87	36.59	37.60
Powderman, 75%	31.40	32.03	32.90
Jackhammer Man, 75%	31.40	32.03	32.90
Head Groundman, 75%	31.40	32.03	32.90
Groundman, 70%	29.30	29.89	30.71
Pole Inspection Groundman	29.30	29.89	30.71
Pole Restoration Groundman	29.30	29.89	30.71

* Apprentice Substation rates will be determined by the Joint Apprenticeship Training Committee upon the establishment of the Substation Technician Apprenticeship program.

TREE TRIMMER WAGES

CLASSIFICATIONS	HOURLY RATE Eff: 8/1/2009 3.0%	Eff: 2/1/2010 2.0%	Eff: 2/1/2011 2.8%
Tree Trimmer Foreman	34.20	34.88	35.84
TREE TRIMMER	**29.44**	**30.03**	**30.86**
Tree Trimmer Trainee, 4th 6 mos (90%)	26.50	27.03	27.77
Tree Trimmer Trainee, 3rd 6 mos (80%)	23.55	24.02	24.69
Tree Trimmer Trainee, 2nd 6 mos (75%	22.08	22.52	23.15
Tree Trimmer Trainee, 1st 6 mos (65%)	19.14	19.52	20.06
Tree Trimmer Groundman	15.78	16.10	16.54

Employees working as Chipper Operators in the industry for three (3) years prior to February 1, 1985, shall receive not less than third six (6) months' pay grade.

SIGNED FOR THE UNION:

Don Guillot, Business Manager
IBEW, Local Union No. 77

Travis Eri, Business Manager
IBEW, Local Union No. 125

Alice Phillips, Business Manager
IBEW, Local Union No. 483

Ronald W. Jones, Business Manager
IBEW, Local Union No. 659

SIGNED FOR OSMOSE UTILITIES SERVICES, INC.:

Kip Hughes
Operations Manager

APPROVED
INTERNATIONAL OFFICE - I. B. E. W.
AUG 12 2010
Edwin D. Hill, President
This approval does not make the International a party to this agreement.

Signed this 5th day of July, **2010**.

OPERATING CONDITIONS APPLICABLE TO HELICOPTER USE UNDER THIS AGREEMENT

1. The helicopter pilot shall have the ability to perform the work to which he/she is assigned.

2. It is mandatory, in the use of helicopters in line construction that visible communications along with adequately controlled radio use be maintained.

3. The Foreman and one (1) top worker shall have a transmitter and receiver.

4. All Foremen shall be qualified in the work which is being performed.

5. **A COORDINATING MEETING SHALL BE HELD WHENEVER NECESSARY. A MUTUAL UNDERSTANDING OF THE OPERATING CONDITIONS SHALL EXIST BETWEEN THE OPERATOR AND THE WORKERS, AT ALL TIMES.**

6. The helicopter operator and top crew shall be responsible for size, weight, the manner in which loads are connected to the helicopter and curtailment of operations because of adverse weather conditions.

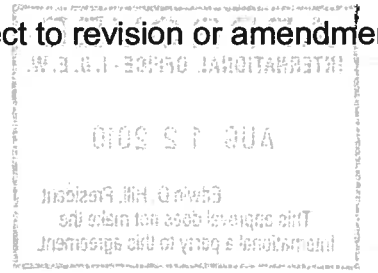
7. The helicopter shall not operate at any time with less than fifteen (15) minutes reserve fuel.

8. There shall be a double button, single hand, operating electrical control and a manual (or mechanical) control for releasing the load.

9. It shall be the responsibility of the rigger to inspect all slings being used each day. Only slings with a minimum tensile strength of four times (4x) the load being carried shall be used.

10. A magnet type ground shall be used between the helicopter load and metal structures when erecting towers.

NOTE: Rules are subject to revision or amendment by the Committee as required.



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GENERAL HELICOPTER SAFETY

1. Unauthorized personnel will stay away from the helicopter work area at all times.

2. If closer than 50 feet to the helicopter, always keep in view of the pilot.

3. Enter and leave the helicopter only when directed by the pilot, in view of the pilot and avoid moving to ground higher than that on which the helicopter is sitting.

4. Where workers are to be let out of helicopter, the spot will be adequate enough for the helicopter to land. Note: The transfer of Journeyman Linemen to tower structures will be allowed, in accordance with all State and Federal regulations, as long as the employer provides the following.

   a) Journeyman Linemen performing transfer will be provided additional life insurance in the amount of $300,000 (for their designated beneficiary).

   b) Either the pilot or the Journeyman Linemen shall decide when weather conditions prohibit such work.

   c) Journeyman Linemen performing tower transfer will be paid a minimum two (2) hours of their regular rate of pay in addition to their applicable rate for each day such work is performed.

   d) Journeyman Linemen referred cannot be requested by special skills specifically for tower transfer.

   e) When transfer occurs in remote areas (not accessible by vehicle) survival gear will be provided.

   f) Journeyman Linemen who do not want to perform transfers will be utilized elsewhere on the job.

   g) Journeyman Linemen may request a safety strap which supplies 100% tie-in during transfer (i.e.; wishbone breakaway safety strap).

5. Goggles must be worn when working on the ground within 100 feet of helicopter.

6. Safety belts will remain fastened at all times, except when the pilot instructs otherwise.

7. Avoid the area from cockpit (or cabin) rearward, unless you are authorized to work there.

8. Do not touch any part of the rear cabin section of the helicopter while blades are rotating.

9. No smoking in cabin or cockpit, unless advised otherwise by pilot.

10. No smoking within 100 feet of the helicopter or fuel storage area.

11. Loading of the helicopter cargo racks or cabin will be supervised if not done by the pilot.

12. All rack cargo will be secured.

13. All internal cargo will be secured or held.

14. Avoid throwing or placing gear in front of cockpit on plexiglas enclosure.

15. Avoid leaning against or rubbing plexiglas.

16. Do not attempt to turn the tail rotor blade by hand.

17. Do not stand on cargo racks while blades are in motion.

18. Do not attempt slowing or stopping blades by hand unless so instructed or aided by the pilot.

19. Avoid keeping sharp objects in pockets while sitting in helicopter.

20. Do not touch any switch, knob, instrument or control in cockpit.

21. Do not throw any cargo into pans or cargo rack.

22. Keep long objects (poles, rods, etc.) parallel to ground until out from beneath rotor.

23. Only properly instructed personnel shall attach sling loads to release shackle while helicopter is hovering. All others stay 100 feet away.

24. Do not obscure the pilot's instruments by spreading out maps during flight.

SAMPLE DRUG TEST PROGRAM

Name:_____

Occupation:_____

Social Security Number:_____

Home Address:_____

Home Telephone Number:_____

Project Name:_____

As an applicant or present employee:

I hereby consent and agree to give specimens of my urine to a local, mutually agreed upon qualified clinic. These specimens shall be used to detect the presence of alcohol, marijuana and/or other drugs in my body. I further consent and agree that the results may be furnished to the Company by the testing facility and the Company may inform the Union hiring hall which referred me of my pass/fail results. Results of all tests will be provided to the applicant or employee upon request.

If approved for employment or presently employed:
In the event that I am involved in a work related accident or incident or the Company has reasonable suspicion of a drug or alcohol problem involving me, I consent and agree to give specimens of my urine and/or blood for the purpose of testing for the presence of alcohol and drugs in my body. The testing facility is authorized to release the results of such tests to the Company. I agree to give specimen(s) of my urine and/or blood in accordance with this policy. Blood will be tested in case of severe injury only when required for medical treatment.

My signature below acknowledges that I have read and understand the foregoing statements and the consents given herein. Positive results on this test will be cause for disciplinary action up to and including termination.

_____ _____

Witness' Signature Applicant/Employee's Signature

Date:_____ Date:_____

LETTER OF UNDERSTANDING
AMENDED PORTABILITY

Due to the dramatic changes being made in the Electric Utility Industry and the pressures that are being created to become more effective by the customers of the Line Construction Industry, the following has been agreed:

(a) The Employers subject to this Agreement shall have the right to full portability of manpower, for employees covered by this Collective Bargaining Agreement, so long as they have been employed for a period of no less than thirty (30) working days by the Employer in the jurisdiction of one of the four (4) Local Unions signatory to this Agreement; and

(b) This amended portability shall only pertain to work covered in Article 7, Section 7.3, fiber optics and overhead line extensions on non-utility work for private customers.

* This Letter of Understanding shall be in effect from date of ratification and expire on January 31, 2012, unless extended by the Labor-Management Committee. If this Letter of Understanding is extended, it shall be for one (1) year at a time or the anniversary date of February 1, of each successive year or whichever comes first. All jobs bid under the terms and conditions of this Letter of Understanding shall be completed under the terms and conditions of this Letter of Understanding.

LETTER OF UNDERSTANDING
APPRENTICE RATIOS

It is mutually agreed that Apprentice ratios of one-to-one shall be allowed subject to the following conditions:

1. A maximum of two (2) Apprentices per crew shall be allowed when working on energized conductors when two (2) Journeymen are present on such crew, which includes the Foreman.

2. One of the two Apprentices shall be in their "hot" period.

3. One of the two apprentices shall be required to perform either Groundman or Equipment Operator-type jobs to further their training when the second Apprentice is performing work on or around energized conductors.

4. If the crew/contractor is found in violation of this Agreement, this Agreement becomes null and void for any crew that the Foreman may work on for a period of thirty (30) days. A second violation in a 12-month period shall be a 90-day prohibition. A third violation in the same 12-month period shall result in a 12-month prohibition.

LETTER OF UNDERSTANDING
SHIFT WORK

The parties signatory to this Agreement affirm that Article IX shall not be used when workers under this Agreement perform historic "utility-type" work or have displaced or replaced such (utility) workers.

LETTER OF UNDERSTANDING
SPECIAL SKILLS

The parties to the Agreement during negotiations reached the following understandings without the need to change the body of the Agreement:

1. When blasting is required on any job, the special skills Section of the Agreement will prevail to include the use of qualified subcontractors to accomplish that portion of the work.

2. The parties agree to the continuing efforts to market recovery programs and to address the need for same through continuing negotiations on mutually acceptable basis.

3. These Understandings are terminated upon request of either party on November 1, 2012. The effective date of cancellation, if requested, shall be January 31, 2010.

LETTER OF UNDERSTANDING
4-LOCAL PORTABILITY

Parties signatory to this Agreement agree to allow for an increased number of employees to be transferred from one Local's jurisdiction to another based on the following unemployment rate calculation.

The Local's jurisdiction in which employees are being transferred into will look at the most current Monthly Progress Report (MPR) for their jurisdiction. The total number of hours worked submitted from Line Contractors (must exclude Tree Trimmer reports) will be divided by 174. The result of that calculation will equal the assumed employment rate in the Local's area. Both parties agree that 7% unemployment based on the assumed employment rate will constitute the portability to be used as stated in Section 4.6 (e).

Example – November 2006 Local 125
Total hours on MPR = 79,655
Minus Tree Trimmer hours = 35,926
Equals total Line Construction = 43,729
Divided by 174
Equal employment rate = 251.3
Multiplied by .07 = 17.59

With the above calculation the number of applicants registered on Local 125 Book 1, for the classification being transferred in, must be less than 18 for the amended portability to be allowed.

For the purposes of substation work the Employer shall be allowed to use the amended portability without regard to unemployment requirements in the Local's jurisdiction.

Each Local will perform the above calculation upon receipt of the MPR and communicate to the members and the NECA office if the unemployment rate is getting close to the 7%.

SIGNED FOR THE UNION

Don Guillot, Business Manager
IBEW, Local Union No. 77

Travis Eri, Business Manager
IBEW, Local Union No. 125

Alice Phillips, Business Manager
IBEW, Local Union No. 483

Ronald W. Jones, Business Manager
IBEW, Local Union No. 659

SIGNED FOR OSMOSE UTILITIES SERVICES, INC.

Kip Hughes, Operations Manager
Osmose Utilities Services, Inc.

Signed this 5th day of July, 2010.

OUTSIDE AREA TRAINING AGREEMENT

BY AND BETWEEN

NORTHWEST LINE CONSTRUCTORS CHAPTER
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNIONS NOS. 77, 125, 483 & 659

This Area Agreement entered into between the **Northwest Line Constructors** Chapter of the National Electrical Contractors Association (NECA) hereafter referred to as the Chapter and the signatory Local Unions **77, 125 483 & 659** in District **9 (nine)** of the International Brotherhood of Electrical Workers, hereinafter referred to collectively as the Union, shall be in effect wherever there exists an outside construction working agreement with a Local Union of the IBEW.

PREAMBLE

Due to the nature of outside electrical construction work, workers are required to move about from place to place to follow the progress of the job. It is also necessary for line apprentices to travel from area to area, not only to contribute toward the progress of the job, but to obtain the diversity of work experience required to become a competent journeyman.

The fact that individual Local Union areas are often not in a position to offer the diversity of work required, or reasonably continuous employment of an apprentice over the period of apprenticeship, indicates that if the desired result is to be obtained it is necessary that the recognized training area include more than one Local Union jurisdiction. Therefore, this Chapter Area will be the recognized training area.

To insure that our Industry be supplied with the proper number of qualified workers, it is the intent of this Agreement that all matters of apprenticeship and training including journeyman training shall be the responsibility of the Area Joint Apprenticeship and Training Committee established under the terms of this Agreement, hereafter referred to as the AJATC.

If this Agreement is to achieve its intended goal, the cooperation of all facets of the Outside Construction Industry is necessary. The intent of this Agreement is: To maintain an adequate number of properly selected apprentices; to make available to them and require them to complete proper related instruction; meet the needs of the employer regardless of where the job is located within this Training Area; and to assure the apprentices of reasonably continuous employment and work diversity, and thereby opportunity to complete their apprenticeship indenture.

ARTICLE I
APPRENTICESHIP AND TRAINING

Section 1. The AJATC shall be comprised of **four (4)** Members representing the Chapter and **four (4)** Members representing the Union. This Committee shall adopt Area standards in conformity with the National Joint Apprenticeship and Training Committee (NJATC) Standards for the Outside Electrical Contracting Industry governing the selection, qualifications, education, and training of all outside apprentices. The AJATC shall also be responsible for training journeymen and others. The standards provided by the NJATC will be promptly agreed upon by the parties to this Agreement and registered with the NJATC, and the Bureau of Apprenticeship and Training (BAT), U.S. Department of Labor.

Section 2. Members of the AJATC shall be appointed in writing by the party they represent. Their term of office shall be **four (4)** years unless removed for cause by the party they represent. The term of one Chapter and one IBEW committee member shall expire each year with successors to be determined in the same manner as the original appointments were made. A Committee member is eligible to serve successive terms, but each appointment is to be in writing.

The AJATC shall select from its membership, but not both from the same group, a Chairman and a Secretary who shall retain voting privileges.

The Committee shall meet at least quarterly and also when called by the Chairman, Secretary, or by a majority of the Committee members.

Section 3. (a) The AJATC or its authorized subcommittee shall supervise all matters involving apprenticeship and training in conformity with the provisions of this Agreement and the registered Area Apprenticeship Standards. In case of a deadlock the matter in dispute shall be referred to the parties to this Agreement for settlement.

(b) The AJATC may establish or authorize Joint Subcommittees to be similarly constituted and selected where needed to assist in the implementation of the operation of the program.

Section 4. (a) In order to provide diversity of training or work opportunities, the AJATC shall have full authority to transfer apprentices from one job or employer to another. All transfers and assignments for work shall be issued through the applicable referral office as directed by the AJATC or, the Subcommittee. The Training Director shall handle the transfer of apprentices from one Local Union Area to another as determined by the AJATC.

(b) The AJATC is hereby instructed and authorized to employ a full-time Training Director. The AJATC shall delegate to the Training Director that responsibility and authority deemed necessary. The Training Director shall also be authorized to perform those functions generally outlined in Section 4(a) and shall keep adequate records of each such action taken.

Section 5. All apprentices must enter the program through the AJATC in keeping with registered standards and shall not be eligible for employment as an apprentice until they have been properly indentured. An apprentice who has completed the probationary period is still subject to removal from training by the AJATC in accordance with its rules and policies. Such removal also cancels the classification of apprentice and the opportunity to complete the apprenticeship indenture.

Section 6. The AJATC shall select and indenture a sufficient number of apprentices to meet manpower needs within the jurisdiction of the AJATC. The AJATC is authorized to indenture the number of apprentices necessary to meet the job site ratio as per this Section. Participating employers shall employ only indentured apprentices secured from the AJATC. The AJATC will determine whether or not an individual employer is entitled to any number of apprentices as limited by the jobsite ratio and whether or not the employer is considered qualified to train the apprentice. No employer is guaranteed any specific number of apprentices.

Each job site shall be allowed a ratio of one (1) apprentice(s) for every one (1) Journey-level workers. (The area parties will determine the job site ratio, however, the ratio shall not be less than one apprentice to one journey-level worker). If the AJATC is unable to provide an apprentice to a qualified employer within ten working days following a request for an apprentice, the AJATC shall indenture the next available individual from the list of eligible applicants. An active list of qualified applicants shall be maintained by the AJATC as per the selection procedures.

Section 7. An apprentice shall be under the supervision of a journey-level worker at all times.

ARTICLE II

Section 1. The parties to this Agreement shall enter into a Joint Apprenticeship and Training Trust Fund Agreement which shall conform to Section 302 of the Labor-Management Relations Act of 1947, as amended. All funds shall be disbursed in accordance with this Trust Agreement.

Section 2. All employers subject to the terms of this Agreement shall contribute one (1) % of their gross labor payroll for the purpose of maintaining the apprenticeship and training program. This sum shall be due the Trust Fund by the same date as is their payment to the NEBF.

Section 3. Each apprentice will pay for all student materials issued by the AJATC as determined by the AJATC.

ARTICLE III

The AJATC is hereby instructed and empowered as follows:

1. To determine the number of apprentices needed to keep the Area supplied with qualified journeymen, after considering all factors that have a bearing on the number required.
2. To keep complete and accurate records concerning each apprentice.
3. To prepare and make available a written policy statement detailing the policies of the AJATC.
4. To adopt the Affirmative Action Plan and Selection Procedure as provided by the NJATC.
5. To make an annual report to the sponsoring parties.

ARTICLE IV

Apprentice wages shall be divided into seven (7) 1000-hour periods as follows:

1st period **60%** of journeyman's rate
2nd period **63%** of journeyman's rate
3rd period **67%** of journeyman's rate
4th period **72%** of journeyman's rate
5th period **78%** of journeyman's rate
6th period **86%** of journeyman's rate
7th period **90%** of journeyman's rate

based on the negotiated journeyman's scale in the Local Union Area in which the work is being performed.

ARTICLE V

This Training Agreement shall continue in effect in accord with the provisions provided herein.

Either party desiring to change this Agreement must notify the other in writing, by giving sixty (60) days notice of the proposed changes. Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until satisfactory conclusion is reached in the matter of such changes, the original provisions shall remain in full force and effect. No changes shall alter the NJATC guideline standards or the jurisdiction of this area wide program.

ARTICLE VI

Should the parties to this Agreement fail to agree or to adjust any matter, such shall then be referred to the Council on Industrial Relations. The Council's decision shall be final and binding on both parties.

This Agreement is subject to approval by the International President of the IBEW and the National Office of NECA.

ARTICLE VII

At any regular AJATC meeting, business shall be conducted as usual, provided that at least one member from each party is present. In the event that the parties are divided on an issue, each party may cast its full vote as if all were present.

ARTICLE VIII

The provisions in this Article are applicable only for Outside collective bargaining agreements which contain classifications for Outside Telephone, **Power Line Clearance Tree Trimmers**, Outside CATV or Outside Technician classifications. The standard ENABLING CLAUSE (see page 9) shall be inserted in all such collective bargaining agreements, in lieu of any other Apprenticeship and Training language.

The language of the Outside Area Training Agreement between the Chapter and IBEW Local Unions shall be properly modified to include apprenticeship wage rates and allowable ratios.

Signed this 5th day of July, 2010.

National Electrical Contractors Association

Tracy Harness, Chapter Manager

Joe Sutton, President

Local Unions of the International Brotherhood of Electrical Workers

Don Guillot, Business Manager
Local Union 77

Travis Eri, Business Manager
Local Union 125

Alice Phillips, Business Manager
Local Union 483

Ron Jones, Business Manager
Local Union 659

LETTER OF AGREEMENT

BY AND BETWEEN

IBEW LOCAL 77, 125, 483 & 659

AND

OSMOSE UTILITIES SERVICE, INC.

Effective February 1, 2010 the following conditions shall apply on Utility properties in the jurisdictions covered by IBEW Locals 77, 125, 483 and 659.

This Letter of Agreement will terminate on January 31, 2013 unless otherwise mutually extended in writing between the parties referenced above.

This Agreement may be used on a job-by-job basis after a pre-job conference has been completed and the mutual consent of the signing parties has been obtained.

1. Work covered by this Letter of Agreement is "Overhead Facility Inspections" and "Pole Treating and Inspection".

2. Wage and benefit levels for the work being performed under this Letter of Agreement shall be as follows:

CLASSIFICATIONS	2/1/2009	2/1/2010 2.00%	2/1/2011 2.75%	2/1/2012 3.00%
Foreman	$ 29.44	$ 30.03	$ 30.85	$ 31.77
Overhead Facility Inspector	$ 26.49	$ 27.02	$ 27.76	$ 28.59
Groundman	$ 19.14	$ 19.52	$ 20.06	$ 20.66

Plus $3.00 per hour per diem

The overtime rate will be paid at two (2) times the standard rate of pay.

Lineco, NEAP and NEBF shall be paid per the current terms and conditions of the Osmose Agreement at the Pole Inspection Foreman rate.

Both wages and benefits will be adjusted at the same levels as the Master Agreement between Osmose and the four (4) Local Unions; 77, 125, 483 and 659.

(The Employer shall notify the affected Local Unions of the names and other necessary information required by the respective Locals in order to comply with the L.U. Bylaws. All employees covered by this Letter of Agreement shall be responsible for complying with each Local Unions dues and working assessment provisions of the respective Local Unions Bylaws.)

3. Employees required by the Employer shall be referred under then recognized dispatch rules for all other calls.

4. All employees referred under the Letter of Agreement shall be allowed full portability while working under the terms and conditions of this Letter of Agreement.

5. Employees refusing to work under this Agreement shall not be discriminated against for such refusal.

6. Current employees that have five (5) years of service with Osmose in the jurisdiction of the Northwest Line Chapter of NECA who become permanently disabled and are qualified to perform the work described above shall be allowed to retain employment with the Employer at his current rate of pay performing work covered by this Letter of Agreement.

   Osmose agrees and accepts that if the Utility adapts a "Union Contractor only" policy, at any time during this period, concessionary wages and benefits will be discontinued and all field crew personnel will be paid full scale Union rates and benefits. In accordance with our NECA Outside Construction Agreement.

Don Guillot, Business Manager
IBEW, Local Union No. 77

Kip Hughes
Osmose Utilities Service, Inc.

Travis Eri, Business Manager
IBEW, Local Union No. 125

Alice Phillips, Business Manager
IBEW, Local Union 483

Ron Jones, Business Manager
IBEW, Local Union No. 659

C: Tracy Harness, NECA

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