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4,000 workers

Agreement No. 4-00-A

EFFECTIVE DATES  
8/28/00 - 9/02/01

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EFFECTIVE DATES  
8/28/00 - 09/02/01

AGREEMENT BETWEEN AMERICAN LINE BUILDERS CHAPTER, NECA, AND  
LOCAL UNIONS 70, 71, 245, 317, 369, 637 AND 934,  
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS (AFL-CIO) COVERING UTILITY OUTSIDE POWER AND HIGH  
TENSION PIPE TYPE CABLE WORK

FIRST CLAUSE

Agreement by and between the American Line Builders Chapter, NECA, and signatory Local Unions of the IBEW. It shall apply to all firms who sign a Letter of Assent to be bound by this Agreement. As used hereinafter in this Agreement, the term "Chapter" shall mean the American Line Builders Chapter, NECA, and the term "Union" shall mean the signatory Local Unions of the IBEW. The term "Employer" shall mean an individual firm who has been recognized by an assent to this Agreement.

PURPOSE

This Agreement is made for the purpose of stabilizing wage rates, hours of employment and other conditions of employment in the areas designated for any outside electrical construction for electrical utilities, municipalities, rural electrification projects (REA) or railroads, both overhead and underground, all underground network systems, except switching and/or substations when adjacent to or part of electric generating stations.

GEOGRAPHICAL AREA

The area designated and covered by this agreement constitutes the states of Kentucky, Maryland, Ohio, Virginia, West Virginia and the District of Columbia.

PRESERVATION OF EQUIPMENT

It is understood and agreed that members of the International Brotherhood of Electrical Workers employed under the terms of this Agreement will render honest and diligent service and shall make every effort to promote harmony and efficiency and preserve the equipment provided for their use and protection. Abuse of equipment will be grounds for discipline up to and including termination.

NON-DISCRIMINATION

Nothing in this Agreement shall be construed to be discriminatory to any person, by the parties of this agreement because of their race, color, religion, age, sex or national origin.

## ARTICLE I

### EFFECTIVE DATES -- CHANGES -- GRIEVANCES -- DISPUTES

Section 1.01 This Agreement shall take effect August 28, 2000, and shall remain in effect until September 2, 2001, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from September 1 through August 31 of each year, unless changed or terminated in the way later provided herein.

Section 1.02 (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least 90 days prior to the anniversary date.

(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 shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement that remain on the 20th of the month preceding the next regular meeting of the Council on Industrial Relations may be submitted jointly or unilaterally to the Council for adjudication. Such unresolved issues or disputes shall be submitted no later than the next regular meeting of the Council following the expiration date of this agreement or any subsequent anniversary date. The Council's decisions shall be final and binding.

(e) When a case has been submitted to the Council, it shall be the responsibility of the negotiating committee to continue to meet weekly in an effort to reach a settlement on the local level prior to the meeting of the Council.

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

### AMENDMENTS

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

### STATUS DURING DISPUTES

Section 1.04 There shall be no stoppage of work either by strike or lockout because of any proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

## LABOR-MANAGEMENT COMMITTEE

Section 1.05 There shall be a Labor-Management Committee of three (3) representing the Union, which will be Business Managers of Local Unions signatory to this Agreement, appointed by the Fourth District International Vice President, and three (3) representing the Employers, appointed by the American Line Builders Chapter, NECA. The Committee 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, or as soon as practical. The Committee shall select its own Chairman and Secretary and there will be no established time to serve on the committee.

## GRIEVANCES - DISPUTES

Section 1.06 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours they shall refer the same to the Labor-Management Committee.

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

## ARBITRATION

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

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

## ARTICLE II

### GRIEVANCES

#### Section 2.01 (a)

#### Step I

An employee who believes that he/she has been aggrieved shall meet with the Union Representative and the immediate supervisor and attempt to settle the grievance. The Employer shall provide to the Local Union Business Manager a written notice of the Employers supervisory chain of command for each project on the agreed to standard form.

## Step II

If the grievance is not resolved at the Step I level, the employee no later than forty eight (48) hours from the response of the immediate supervisor in Step I shall reduce the grievance to writing stating the facts giving rise to the grievance and the remedy sought. The grievant shall date and sign the grievance and submit the written grievance to the Employer representative with notice to the affected Business Manager. Upon receipt of the written grievance, the Business Manager shall send a copy of the grievance to the IVP, the NECA Chapter Manager and the Employer. Within five (5) working days from the receipt of the grievance, the Employer shall respond in writing to the grievant with copies to IVP, Chapter Manager and Business Manager.

## Step III

If the grievance is not resolved at the Step II level, the matter shall be referred to the Labor Management Committee within forty eight (48) hours.

(b) If a grievance is not presented as outlined in step (1) of (a) above within thirty days of its occurrence, it will be deemed to no longer exist.

## UNION SECURITY

Section 2.02 All employees coming within the bargaining unit shall be required to become and remain members of the Union (as a condition of employment) on the eighth day following the effective date of this Agreement or the eighth day following the day of hiring, whichever is later.

Section 2.03 Any new employee shall be required (as a condition of employment) to make application for membership in the Union eight days from the date of employment and remain a member of the Union.

Section 2.04 (a) Article II, Section 2.02 and 2.03 are not applicable in the Commonwealth of Virginia.

(b) In the event that Section 14-B of the National Labor Relations Act is repealed, Sections 2.02 and 2.03 will then apply in the Commonwealth of Virginia.

## FAVORED NATIONS CLAUSE

Section 2.05 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.

## EMPLOYER REQUIREMENTS

Section 2.06 Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an Employer in the Electrical Industry. Therefore, an Employer who contracts for outside electrical work is a person, firm or corporation having these qualifications and maintaining a place of business with suitable tools and safety equipment and a suitable financial status to meet payroll requirements.

## EMPLOYEES CONTRACTING

Section 2.07 No member of any IBEW Local Union, while he is a member of any such Local Union and subject to employment by Employers operating under this agreement shall himself become a contractor for the performance of any electrical work.

## BARGAINING AGENT

Section 2.08 The Employer recognizes the Union as the exclusive representative of all its employees performing work within the scope of this Agreement.

## INSURANCE

Section 2.09 For all workmen covered by this Agreement, the Employer shall carry workmen's compensation insurance, social security, unemployment and other such protective insurance as may be required by Federal law and laws of the respective states and shall furnish satisfactory proof of such to the Union upon request. The Employer shall also furnish to the Union upon request a certificate of insurance carried by helicopter firms. Unemployment insurance shall be paid into the State where the work is being performed.

## ANNULMENT - SUBCONTRACTING

Section 2.10 The Local Union is a part of the International Brotherhood of Electrical Workers and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of his Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the 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.

#### NON-RESIDENT EMPLOYEES

Section 2.11 An Employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

#### MANAGEMENT RIGHTS

Section 2.12 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.

#### LEGAL PICKET LINE

Section 2.13 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.

#### DUES DEDUCTION

Section 2.14 The Employer agrees that it will make deductions from the pay of each member within the bargaining unit on the basis of individually signed payroll deduction authorization on the forms as outlined in Section 2.17 of this Article and will pay over the aggregate of such deductions to the Financial Secretary of the Local Union designated against his receipt therefore in the name of the Local Union. The Employer agrees to make this deduction weekly or monthly, as designated in the individually signed payroll deduction authorization, and to send a check for the total amount, together with a list of the individuals' names from whom the deductions were made

designating the amount deducted on each form, plus a list of names of the employees removed from or added to the payroll during the current month to the Financial Secretary designated by the Union by the fifteenth (15th) of the following month the same as the payment for the NEBF.

Section 2.15 The Union agrees to furnish the Employer evidence of the election of the Financial Secretary of the Union authorized to receipt for monies deducted under the provisions of Section 2.14 of this Article together with a specimen of the Financial Secretary's signature.

Section 2.16 The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds deducted once they have been turned over to the Financial Secretary of the Union.

Section 2.17

FORM I

To \_\_\_\_\_

I hereby authorize and direct you to deduct from my pay additional working dues in the amount of \_\_\_\_\_ of my gross pay per week fixed in accordance with the By-Laws of Local Union No. \_\_\_\_\_ of the International Brotherhood of Electrical Workers and to pay the same weekly to the said Local Union in accordance with the terms of the Agreement between the Union and the Employer. This deduction shall be made from all wages earned by me while working in the jurisdiction of the above named Local Union as listed below.

JURISDICTION

This authorization and direction shall be irrevocable for a period of one year from the date hereof or on the anniversary date of the present Agreement, whichever is later, at which time I may revoke it by giving the appropriate Employer representative written notice at any time within thirty days prior to the expiration of the year period or thirty calendar days prior to the anniversary of the present Agreement, whichever occurs sooner. If no such notice is given, this authorization shall be irrevocable for successive contract periods of one year thereafter or for successive contract periods, whichever are shorter, with the same privilege of revocation at the end of each such period and shall continue thereafter in full force and effect until revoked by written notice to you.

Signed \_\_\_\_\_

Date \_\_\_\_\_

FORM II

To \_\_\_\_\_

I hereby authorize and direct you to deduct from my pay Union membership dues in the amount of \$ \_\_\_\_\_ per month, fixed in accordance with the By-Laws of Local Union \_\_\_\_\_ of the International Brotherhood of Electrical Workers and to pay the same to the said Local Union in accordance with the terms of the Agreement between the Union and the Employer. This authorization and deduction shall be irrevocable for a period of one year from the date hereof or until the anniversary date of the present Agreement, whichever is sooner, at which time I may revoke it by giving the appropriate Employer representative written notice at any time within thirty calendar days prior to the expiration of the year period or thirty calendar days prior to the anniversary of the present Agreement, whichever occurs sooner. If no such notice is given, this authorization shall be irrevocable for successive periods of one year thereafter or for successive contract periods, whichever are shorter, with the same privilege of revocation at the end of each period and shall continue in full force and effect until revoked by written notice to you.

Signed \_\_\_\_\_ Date \_\_\_\_\_

FORM III

To \_\_\_\_\_

I hereby authorize and direct you to deduct from my pay admission fee to Local Union \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ fixed in accordance with the By-Laws of that Local Union of the International Brotherhood of Electrical Workers. You are to pay the same to the above named Local Union in accordance with the terms of the Agreement between the Union and the Employer. Deductions shall be made in the amount of \$ \_\_\_\_\_ per week until the full amount has been collected.

Signed \_\_\_\_\_ Date \_\_\_\_\_

CREDIT UNION DEDUCTIONS

Section 2.18 All Employers shall deduct from each employee, who has signed written authorization card, such sums of money designated and forward the total amount deducted to the Credit Union designated monthly. A list of the members names and amounts shall be included with the monies forwarded. It shall be the responsibility of the employee to present to his current supervisor a properly signed authorization for any such deduction. The Credit Union deductions shall be made in \$5.00 increments. The amounts so specified shall not be changed by the employees except at quarterly periods.

## ARTICLE III

### REFERRAL PROCEDURE

Section 3.01 In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in the Union; the parties hereto agree to the following system of referral of applicants for employment:

Section 3.02 The Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 3.03 The Employer shall have the right to reject any applicant for employment.

Section 3.04 The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union; and such selection and referral shall not be affected in any way by rules, regulations, by-laws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accordance with the following procedure:

Section 3.05 The Union shall maintain a register of applicants for employment established on the basis of the Classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which he qualifies.

#### CLASSIFICATION A -- JOURNEYMAN LINEMAN -- JOURNEYMAN TECHNICIAN

- GROUP I All applicants for employment who have three and one-half 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 Area Joint Apprenticeship and Training Committee; and who have been employed in the trade for a period of at least one year in the last four years in the geographical area covered by this collective bargaining agreement.
- GROUP II All applicants for employment who have three and one-half 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 Area Joint Apprenticeship and Training Committee.
- GROUP III All applicants for employment who have two or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed in the normal construction labor

market area for at least six months in the last two and one-half 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 - EQUIPMENT OPERATOR,  
EQUIPMENT REPAIRMAN, EQUIPMENT SERVICEMAN

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their Classification given by a duly constituted Outside Local Union of the IBEW and who have been employed in the normal construction labor market area for a period of at least one year in the last four years in the geographical area covered by this collective bargaining agreement.

GROUP II All applicants for employment who have experience in the trade and who have passed an examination pertaining to their classification given by a duly constituted Outside Local Union of the IBEW.

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

GROUP IV All applicants for employment who have worked at the trade for more than one year.

CLASSIFICATION C -- GROUNDMAN --TRUCK DRIVER

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market area, and who have been employed in the normal construction labor market area for a period of at least one year in the last four years in the geographical area covered by the collective bargaining agreement.

GROUP II All applicants for employment who have one or more years' experience in the trade.

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

GROUP IV All other applicants for employment.

Section 3.06 If the registration list in a given classification is exhausted and the Union is unable to refer applicants for employment to the Employer within forty-eight hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure; but such applicants, if hired, shall have the status of "temporary employees".

Section 3.07 The Employer shall notify the Business Manager promptly of the names and social security numbers of such temporary employees and shall replace such temporary employees as soon as registered applicants for employment are available under the Referral Procedure.

#### DEFINITIONS

Section 3.08 "Normal Construction Labor Market" is defined to mean the geographical area(s) set forth in Exhibit "A" attached to this Agreement. The geographical areas set forth in Exhibit "A" are agreed upon by the parties to include the areas as defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies (plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured).

Section 3.09 "Resident" means a person who has maintained his permanent home in the above defined geographical areas for a period of not less than one year or who, having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

Section 3.10 "Examinations" -- An "examination" shall include experience rating tests if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Outside Local Union of the IBEW. Reasonable intervals of time for examinations are specified as ninety days. A journeyman applicant shall be eligible for examination if he has had three and one-half years' experience in the trade.

#### OUT OF WORK LIST

Section 3.11 The Union shall maintain an "Out of Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

Section 3.12 An applicant who has registered on the "Out of Work List" must renew his application every thirty days or his name will be removed from the "List".

Section 3.13 An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less, shall upon re-registration, be restored to his appropriate place within his Group.

#### ORDER OF REFERRING APPLICANTS

Section 3.14 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall

refer applicants to the Employer by first referring applicants in GROUP I in the order of their place on the "Out of Work List" and then referring applicants in the same manner successively from the "Out of Work List" in GROUP II, then GROUP III, and then GROUP IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of this GROUP and his place within the GROUP.

Section 3.15 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 within a classification 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 over-age reference can be made.

#### APPEALS COMMITTEE.

Section 3.16 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer or by the Association, as the case may be, and a Public Member appointed by both these members.

Section 3.17 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 Section 3.04 through 3.15 of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business; but it is not authorized to add to, subtract from or modify any of the provisions of this Agreement and its decisions shall be in accord with this Agreement.

#### INSPECTION OF EMPLOYMENT PROCEDURE RECORDS

Section 3.18 A representative of the Employer or of the Association, as the case may be, designated to the Union, in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

DISPLAY OF REFERRAL PROCEDURE

Section 3.19 A copy of the Referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Unions and in the offices of the Employers who are parties to this Agreement.

ARTICLE IV

PORTABILITY

Section 4.01 The Employer shall be allowed to move non-resident workmen between local union jurisdictions on a per job basis as follows:

PROCEDURES TO UTILIZE THE OUTSIDE UTILITY CONSTRUCTION PORTABILITY PROVISIONS DEVELOPED BY THE IBEW AND UECA EFFECTIVE AUGUST 31, 1992.

1. The Employer must notify the Local Union Business Manager where the work is to be performed, sign a letter of assent and complete the portability form.
2. The non-resident workmen listed on the portability form will be the only non-resident workmen permitted on said project unless agreed to by the Business Manager. Non-resident workmen must be members of the IBEW and have a classification covered by the 4-00-A agreement.
3. The first two employees may be non-resident and supplied by the Employer; the third and fourth workmen must be obtained from the Local Union; the fifth and sixth workmen may be non-resident and supplied by the Employer. Any additional workmen must be obtained from the Local Union, if available. Caution is hereby directed to the parties to utilize a fair balance of classifications between the resident and non-resident workmen on the project. Non-resident employees must have been employed by the company prior to the Employer completing the portability form.
4. Any dispute arising from these provisions shall be handled under the grievance procedure contained in the 4-00-A agreement.

PORTABILITY FORM

Employer \_\_\_\_\_ Owner/Client \_\_\_\_\_  
 Contact Person \_\_\_\_\_ Project \_\_\_\_\_  
 Address \_\_\_\_\_



Scope of work to be performed:

Estimated manhours \_\_\_\_\_

Date of project start \_\_\_\_\_

Completion \_\_\_\_\_

Non-Resident Workmen	Classif.	L.U.	Card #	S.S. #
1 _____	_____	_____	_____	_____
2 _____	_____	_____	_____	_____
5 _____	_____	_____	_____	_____
6 _____	_____	_____	_____	_____

Check One: Project Agreement \_\_\_\_\_ 4-00-A Agreement \_\_\_\_\_

If Project Agreement, wage rate for Journeyman Lineman \$ \_\_\_\_\_

Employer \_\_\_\_\_

Business Manager \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

cc: IBEW Fourth District  
American Line Builders Chapter, NECA

ARTICLE V

HOURS AND WORKING CONDITIONS

Section 5.01 (a) Eight (8) consecutive hours shall constitute a days work between the hours of 8:00 AM and 4:30 PM from Monday through Friday inclusive, unless otherwise changed by mutual consent between the Business Manager and the Employer. One-half (1/2) hour shall be set aside for a lunch period four (4) hours after the normal starting time, unless otherwise changed by mutual consent of the Business Manager and the Employer.

FOUR TEN HOUR WORK WEEK

(b) The Business Manager and the Employer must agree that the application of the four ten hour work week would provide mutual benefit of the Local Union member, the Employer and the Client. If the parties agree to work the four ten hour week the following will apply and shall modify Article V, Section 5.01 (a).

(a) Ten (10) consecutive hours shall constitute a days work between the hours of 7:00 AM and 5:30 PM. Monday through Thursday inclusive, unless otherwise changed by mutual consent in writing between the Business Manager and the Employer. One-half (1/2) hour shall be set aside for an unpaid lunch period five (5) hours after the normal starting time.

- (b) ONLY due to inclement weather or customer requirements may Friday be used as a make up day if the normal scheduled work week was interrupted and time lost of five (5) hours or more was incurred by workmen covered under the terms of the 4-00-A agreement.
- (c) In the event that Friday qualifies as a make up day, the parties hereby agree that said Friday will be scheduled as the make up day and the Employer agrees to schedule work to fulfill at least the lost time incurred by inclement weather during the work week.
- (d) If inclement weather should cause work on the make up day to be curtailed the employee shall receive not less than two (2) hours reporting time.
- (e) Shift work as defined in Article V, Section 5.01 (c) shall not be applicable to this work schedule.
- (f) This Memorandum shall not apply to High Tension Pipe Type Cable Work.

#### OVERTIME RATES

- 1. One and one-half times the regular rate shall be paid for:
  - (a) The first six hours after the regularly scheduled work day.
  - (b) Work prearranged by mutual consent of the Business Manager and the Employer, not to exceed three (3) hours prior to the regular scheduled work day.
  - (c) The first sixteen (16) hours on Friday, provided Friday does not qualify as a make up day.
  - (d) For the first eight (8) hours worked on Saturday.
- 2. Double the regular rate shall be paid for:
  - (a) All work in excess of the time and one-half (1-1/2) provisions stated in 1. above.
  - (b) After the first eight (8) hours worked on Saturday.
  - (c) Sundays and Holidays.
- 3. All overtime on Network Systems and the installation of paper lead and splicing of paper lead cable shall be covered under Article VII, Section 7.04(a).

#### HOLIDAYS

The provisions of Article V, Section 5.03 shall apply to this work schedule except the Holiday pay shall be for eight (8) hours.

## PAY DAY

All pay provisions of Article VI, Section 6.04, 6.05 and 6.06 (a) and (b) shall be applicable to this Memorandum except, pay day shall be prior to the normal quitting time or suspension time on the last day of the regularly scheduled work week.

## SHIFT WORK

(c) 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 AM and 4:30 PM. Workmen 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 PM and 12:30 AM. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular 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 AM and 8:00 AM. Workmen 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.

## OVERTIME

Section 5.02 (a) One and one-half times the regular rate shall be paid for:

1. The first eight (8) hours of work after a regular shift.
  2. The first eight (8) hours of work on Saturdays beginning and ending at the regular shift times established for the work week.
  3. Work prearranged by mutual consent between the Business Manager or authorized representative and the Employer, not to exceed three (3) hours prior to the regular starting, provided the employee is not laid off before the regular quitting time.
- (b) Double the regular rate of pay shall be paid:
1. After the first sixteen (16) hours of a normal workday, except as provided in Section 5.18.
  2. For Sundays and holidays.

## HOLIDAYS

Section 5.03 Holidays for the purpose of this agreement shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

When any of the above holidays falls on a Saturday, such holiday shall be observed on the preceding Friday. When any of the above named holidays falls on a Sunday, such holiday shall be observed on the following Monday. The Friday following Thanksgiving Day will be observed as an unpaid holiday.

All employees who have been on the payroll of their Employer for a period of twenty-five days prior to an observed holiday and work the scheduled workday preceding and the scheduled workday next following such holiday (except excused absences) shall receive eight hours pay at their regular straight time rate.

Such employees who work on a holiday, in addition to eight (8) hours straight time holiday pay provided above, shall be paid a rate of double their applicable classified straight time rates for the work performed.

## DAILY TRAVEL TIME

Section 5.04 The regular work period of eight hours shall include one way travelling time from the regular established crew headquarters to the job. Workmen shall be allowed the time in excess of thirty minutes to return from job to the regular headquarters. Truck operators shall be paid for all time worked.

## REPORTING AND SUSPENSION

Section 5.05 Employees reporting for work shall be allowed two hours at their applicable rate for reporting. The employee shall remain at the reporting point for reporting time period to perform such tasks as are assigned. However, if the employees have been notified by the Employer by quitting time not to report to work the following day or specified subsequent days, due to adverse weather or adverse ground conditions, then the employees shall be allowed two hours' suspension pay at their regular rate for each such day, provided the employees report to work on the day directed. Further, the Employer reserves the right to suspend work for other reasons beyond his control and without payment of reporting time or suspension pay. An employee so effected shall be free to seek employment elsewhere.

## LINEMAN OVER 50 YEARS

Section 5.06 On jobs employing more than five linemen, the Employer may be required to employ one in every fifty years of age or over, if available, for each five linemen employed. The Employer agrees to discuss the lessening of this ratio should it become a problem.

## HANDICAPPED LINEMAN

Section 5.07 (a) On jobs employing more than six journeymen linemen within a Local Union jurisdiction, the Employer may be required to

employ, if available within the Normal Construction (local) Labor Market, one handicapped lineman for each six journeymen linemen employed, subject to provisions of the Referral Procedure.

(b) If assigned to perform the full function, he shall be required to do any work assigned including that of a journeyman lineman, except he shall not be required to climb and he shall be paid no less than the seventh six months apprentice rate. If assigned to perform the full function of some other classification other than journeyman lineman carrying a higher rate, he shall be paid such rate.

(c) He shall meet all of the following requirements: He shall have worked at least four years under this collective bargaining Agreement and shall have been a journeyman lineman immediately prior to his becoming handicapped. It shall be mutually agreed between the Employer and the Local Union as to the ability of the man to perform the required work and as to his inability to climb. He shall be under sixty-five years of age.

#### LIVING EXPENSES

Section 5.08 The Employer shall reimburse the employees for actual expenses for room and board when supported by actual receipts or at a rate of \$30.00 per day, as the employee may elect, for a maximum of five days toward board and lodging when employees are sent away from headquarters, providing such period away from headquarters does not exceed fifteen calendar days, unless the employee quits or is discharged for just cause. Employees hired less than fifteen days prior to moving to a new headquarters are not eligible for reimbursement. (This allowance becomes operative when the employee, having been transferred from his original headquarters, does not remain at this new headquarters for a period of fifteen calendar days.) The Employer shall give employees forty-eight hours notice in advance when sending such employees away from the headquarters or arrange for temporary living accommodations in advance.

#### STORAGE OF TOOLS AND CLOTHING

Section 5.09 The Employer shall provide a safe and dry place for storing workmen's tools and clothing and provide adequate protection and heat for workmen during lunch periods, during inclement weather and when transporting workmen. The Employer agrees to reimburse an employee who loses clothing or personally owned tools by reason of fire or theft when such tools are left on the job in the foregoing mentioned safe place and are lost, stolen or destroyed by fire. In the case of theft, the Employer shall not be required to pay for loses of less than \$10.00 per person or in any case unless there is evidence of forcible entry. (A "safe place" on transmission construction shall be defined as tool box with welded hinges and a substantial lock.) In no case shall the Employer be responsible for the value of stolen tools in excess of those listed in Section 5.10.

#### TOOLS AND EQUIPMENT

Section 5.10 The Employer shall furnish all tools and equipment (except linemen's tools listed below) required to perform work covered by this Agreement. Such tools, equipment, ropes and safety devices

shall be of suitable type and size, in good working condition and in sufficient quantity to properly and safely perform work covered by this Agreement.

1 Body Belt	1 Crescent Wrench	1 6-Foot Rule
1 Safety Strap	1 9" Side Cutter	1 Skinning Knife
1 Pair Climbers	1 Screwdriver	1 Hammer

Safety-Toed Boots or Shoes - where required

Section 5.11 Workmen shall be held responsible for tools and equipment issued to them by the Employer, provided the necessary lockers, tool boxes or other safe places for storage are furnished by the Employer. Time to fulfill the above mentioned responsibilities shall be considered time worked.

This provision shall apply to items for which an employee has been assigned and for which the Employer has had the employee acknowledge the written receipt of such tools.

#### DRINKING WATER

Section 5.12 The Employer shall furnish approved, palatable water for drinking in approved containers.

#### GROUNDMEN

Section 5.13 A Groundman, when directed, shall assist a journeyman lineman in the performance of his work on the ground, including the use of hand tools furnished by the Contractor. Under no circumstances shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an apprentice lineman. However, this classification may perform tower assembly on the ground.

Section 5.13 (a) The ratio of the groundman classification to journeyman lineman may not exceed one (1) groundman to two (2) journeyman lineman.

#### WORKING FOREMEN

Section 5.14 (a) A Sub-Foreman is permitted to work with the tools or climb. His crew shall not exceed three men and shall only perform light power service work and transmission clean-up work. The Employer and the Union may extend this coverage by mutual agreement.

(b) A working foreman will be paid the line foreman's rate. A working foreman shall supervise a three or four-man crew, which normally consists of a working foreman, one journeyman lineman plus one or more linemen or employees from other classifications.

(c) Existing safety rules shall not be modified to accommodate such a crew, specifically Article XXX, Section 30.09, as it applies specifically to this Article.

(d) This crew shall perform such work as assigned, except that if it becomes necessary to work in a position above three phase energized primary circuits or equipment, then there will be a

minimum of four men, including two linemen. The working foreman shall be limited to supervising only, while work is being performed in a restricted area. When the needs of a job dictate that two crews work as one unit temporarily, one foreman will become non-working and the other foreman will continue to work but will retain the foreman's rate. This subsection may be modified, altered or adjusted to suit specific job conditions by mutual consent between the Employer and Business Manager.

(e) It is the intent to assign work to this crew that can be safely performed. If, in the opinion of the foreman in charge, the work assigned cannot be performed safely by his crew, then such question shall be resolved before proceeding; and in such event, the crew will do any work available that can be safely performed.

(f) The Employers agree that foremen working under this Agreement on August 12, 1963, who are physically unable to climb, shall not be demoted or required to climb because of this Article.

#### FOREMAN

Section 5.15 (a) When men are working on energized primary equipment, they shall be supervised by a foreman.

(b) Only qualified journeyman lineman shall be a foreman of a line crew, except that equipment operator may be hole digging foremen.

(c) Management shall have the right to select their own foremen. Employees working in their own Local Union jurisdiction shall be given consideration.

(d) The Employer shall have the right to call Foreman by name provided.

- (1) The employee has not quit his previous Employer within the past two weeks.
- (2) The Employer shall notify the Business Manager in writing of the name of the individual who is to be requested for employment as a Foreman. Upon such request, the Business Manager shall refer said Foreman, provided the name appears on the highest priority group.
- (3) When an employee is called as a Foreman, he must remain as a Foreman for the duration of his employment or must receive a reduction in force.

#### MATERIAL & ELECTRICAL EQUIPMENT

Section 5.16 From the point of delivery, the handling of all material and other electrical equipment shall be performed by workmen employed under the terms of this agreement.

## STEWARD

Section 5.17 The Union shall promptly notify the Employer of Steward appointments. Before a Steward is laid off or transferred, the Business Manager or his representative shall be notified, and no Steward shall be discriminated against by any Employer because of the faithful performance of his duties as Steward. The Steward shall be present on all overtime work performed by this crew, if available and qualified to do the work. The Steward shall be the last man in his classification in his crew to be laid off.

## STORM WORK

Section 5.18 (a) Work on storm damage or emergency work shall be paid as follows:

1. During the normal work period -- straight time.
2. During all hours outside the normal work period, Monday through Friday, when required to work during inclement weather during the normal work period and the first eight (8) hours on Saturday -- time and one half.
3. After the first 8 hours on Saturdays, Sundays and holidays -- double time.
4. After a workman has worked continuously for 16 hours, he shall be paid double time until such time as he is released for an eight (8) hour break.

Inclement weather shall be defined as falling rain, snow or ice, All foul weather gear shall be furnished by the employer.

## CALL OUT

(b) Employees will receive a minimum of four hours at the applicable rate for each emergency call-out.

## MEALS

(c) The cost of meals and lodging will be paid for by the Employer. Employees will be allowed a meal period every six hours. Employees not receiving the meal as outlined in this section shall be paid a meal allowance of \$12.00.

## HEADQUARTERS

Section 5.19 (a) On distribution work the Employer shall establish crew headquarters in the vicinity of a town of sufficient size to allow employees to secure adequate board and lodging and will see that such headquarters have heat and access to toilet and parking facilities.

(b) On new transmission construction, a crew headquarters shall be located within 20 miles of a town of sufficient size to allow employees to secure adequate board and lodging and will see that such headquarters have heat and access to toilet and parking facilities located on a paved road.



## TERMINATION

Section 5.20 Upon termination of an employee, a termination slip shall be sent to the Local Union Business Manager and the employee by the Employer within three days.

## SAFETY

Section 5.21 It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with these safety rules and standards.

## JOINT SAFETY COMMITTEE

Section 5.22 A Joint Safety Committee shall be established to prepare safety programs. Upon approval of said plans by the parties to this Agreement, such plans shall become part of this Agreement as though written herein. It shall meet regularly at such stated times as it may decide but not less than twice each year. Equal voting status shall be shared by the parties at these meetings. It shall select its own Chairman and Secretary and draw up its own rules of procedure subject to the approval of both parties to this Agreement.

## ARTICLE VI

### Section 6.01

### ALL OUTSIDE POWER RATES

MD, OH,  
WV, DC

VA & KY

#### CLASSIFICATIONS:

Foreman (108% of J.L. rate)  
Sub-Foreman (103% of J.L. rate)  
Fore. Hole Digger  
Lineman, Journeyman  
Cable Splicer

(SEE APPENDIX)

#### Lineman Apprentices

1st 1000 hours (60% of J.L. rate)  
2nd 1000 hours (65% of J.L. rate)  
3rd 1000 hours (70% of J.L. rate)  
4th 1000 hours (75% of J.L. rate)  
5th 1000 hours (80% of J.L. rate)  
6th 1000 hours (85% of J.L. rate)  
7th 1000 hours (90% of J.L. rate)

#### Equipment Mechanic

#### Operators:

0 - 1/2 yr. exp.  
1/2 yr. to 1 year exp.  
1 yr. or over

#### Line Tr. w/auger

Groundman/Truck Driver

- 0 - 6 mos. exp.\*\*
- 6 - 12 mos. exp.
- 1 yr. or over

\* All operators of 45 ton cranes or larger shall be paid the journeyman lineman's rate of pay.

\*\* The Employer shall not pay NEAP and Welfare Fund fringes on 0 - 6 months groundman.

EFFECTIVE 09/03/01 the Foreman rate percentage will be 110% and the Sub-Foreman rate percentage will be 105%.

HOURS OF WORK -- EQUIPMENT MECHANIC

Section 6.01 (a) Work as an Equipment Mechanic shall be paid as follows:

1. Straight time -- Monday through Friday for the 1st ten (10) hours each day.
2. Time and one-half -- During all hours worked after ten (10) hours each day or after forty (40) regular hours in a work week.
3. Double time -- Sundays and Holidays.

SICK LEAVE, HOLIDAYS, ETC.

Section 6.02 Allowance for sick leave and loss of time is taken into consideration in establishing the wage schedule herein provided. No employee shall be penalized for taking a vacation, provided he gives his Employer 15 days notice.

SPECIAL RATES AND CLASSIFICATION PROVISIONS

Section 6.03 (a) Transit and level men shall follow the same wage rates as for training linemen.

(b) Employees temporarily working in a higher classification shall remain in that higher rate for the remainder of that workday.

(c) Pneumatic tool and air compressor operators shall be paid the equipment serviceman rate.

(d) Augers, 8 inch or less, for other than line poles or line anchors may be operated by equipment operators.

(e) On foundation and fence crews, the Employer may utilize the classification of equipment operator as a Hole Digging Foreman and at the Hole Digging Foreman pay rate. The completion of the crew may be made up of Groundman and Apprentices. Foundation and fence crews working in the State of Kentucky are restricted to Substations.

## PAYDAY

Section 6.04 (a) The Employer shall pay weekly in cash or arrange with a local establishment for the cashing of checks on regular payday. Should payment be delayed after regular quitting time on Friday, two hours pay at straight time for each eight hours of delay or fraction thereof shall be paid to the employee.

(b) When agreed to by the Employer and the workman, the Employer may arrange for the direct deposit of payroll checks. These funds shall be made available to the workmen by quitting time of the scheduled payday. This provision shall not apply when terminations occur as outlined in Section 6.05 of this agreement.

## TERMINATION PAY PROVISIONS

Section 6.05 If any employee gives a minimum of one weeks' notice, he shall receive his pay in full at the time he terminates his employment. In the case of layoff or termination of employment by the Employer, the employee shall be paid in full at the time of such layoff or termination. In the event that the employee is not paid off at the time of his termination, the employee shall be paid straight time for all waiting time following discharge, not to exceed eight hours in any 24 hour period.

## LAYOFF NOTICE

Section 6.06 Any worker being laid off shall be given at least two (2) hours of notice for the purpose of collecting his or her possessions and shall be paid the hourly rate for such time.

## ARTICLE VII

### HIGH TENSION PIPE TYPE CABLE INSTALLATIONS

Section 7.01 The terms and conditions within this Article are supplementary to the other terms and conditions of this Agreement. If any conflict arises between the Article and any other part of this Agreement, the conditions of this Article shall prevail on this type of installation.

### Section 7.02 HIGH TENSION PIPE TYPE CABLE INSTALLATION RATES

CLASSIFICATIONS:

ALL STATES

Foreman

(SEE APPENDIX)

Journeyman:

Journeyman Lineman  
Cert. Lineman Welder  
Cert. Cable Splicer  
X-Ray Technician

## Apprentices

1st 1000 hours (60% of J.L. Rate)  
2nd 1000 hours (65% of J.L. Rate)  
3rd 1000 hours (70% of J.L. Rate)  
4th 1000 hours (75% of J.L. Rate)  
5th 1000 hours (80% of J.L. Rate)  
6th 1000 hours (85% of J.L. Rate)  
7th 1000 hours (90% of J.L. Rate)

## Equipment Mechanic

### Operators:

0 - 1/2 yr. exp.  
1/2 yr. to 1 year exp.  
1 yr. or more (journeyman)

### Groundman/Truck Driver

0 - 6 mos. exp.\*\*  
6 - 12 mos. exp.  
1 yr. or over

\* All Operators of cranes 45 ton or larger shall be paid the journeyman lineman rate of pay.

\*\* The Employer shall not pay NEAP and Welfare Fund fringes on 0 - 6 months groundman.

EFFECTIVE 09/03/01 the Foreman rate percentage will be 110% and the Sub-Foreman rate percentage will be 105%.

Section 7.02 (a) The provisions of Article VI, Section 6.01 (a) shall apply to this section.

## FOREMAN

Section 7.03 Only qualified journeymen electrical workers shall be foremen. When there are two or more certified splicers on the job, one certified splicer shall be designated as working foreman. When only one certified splicer is employed on the job, he will work under the supervision of the cable crew foreman. When the splicing operation involves more than one manhole simultaneously, then a certified splicer shall be designated as a non-working foreman, on each shift. When five or more splicers are installing terminal potheads on the same structure, they shall be supervised by a certified cable splicer foreman.

## HOURS AND WORKING CONDITIONS

Section 7.04 (a) Eight consecutive hours shall constitute a days work between the hours of 8:00 AM and 4:30 PM from Monday through Friday inclusive, with one-half hour set aside for a lunch period, unless changed by mutual consent between the Business Manager and the Employer. For the first eight hours worked after the regular quitting time, wages shall be one and one-half times the regular rate of pay. After the expiration of this eight hour period, two times the regular rate of pay shall be paid until the regular scheduled starting time.

All other hours shall be paid for at time and one-half except after the first eight hours on Saturdays, and from midnight to midnight on Sundays, when double time will be paid, except as provided for in Section 7.07.

(b) The following days shall be considered holidays--New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. When any of the above holidays fall on a Saturday, such holiday shall be observed on the preceding Friday. When any of the above named holidays fall on Sunday, such holiday shall be observed on the following Monday. The Friday following Thanksgiving Day will be observed as an unpaid holiday.

#### SHIFT DIFFERENTIALS

Section 7.05 Splicing and oil pumping operations may be scheduled to continue around the clock. During such operations, the following differentials shall be paid:

8:00 AM	to	4:00 PM	00%
4:00 PM	to	12:00 Midnight	15%
12:01 AM	to	8:00 AM	25%

This will prevail on Monday through Friday.

#### RESCHEDULING WORKDAY

Section 7.06 Should it be necessary, due to traffic or other unusual conditions, then by mutual consent between the Business Manager and the Employer, the regular workday may be rescheduled, in which event the shift differential rates as herein stated shall prevail. Work in excess of eight hours shall be paid at the appropriate overtime rate.

#### CABLE SPLICING AND OIL PUMPING SHIFTS

Section 7.07 Cable splicing and oil pumping operations may be put on a twelve hour shift, in which event the first four hours worked shall be paid at the straight time rate and all the remaining time worked shall be paid at the time and one-half rate, Monday through Friday. On Saturday, the first four hours worked shall be paid at the time and one-half rate and all remaining time worked shall be paid at the double time rate.

#### CABLE SPLICER HELPERS

Section 7.08 When cable splicer helpers are used, they must be journeymen linemen.

#### REPORT TIME

Section 7.09 When workmen report to work as directed, they shall receive a minimum of two hours pay. The right is reserved to the Employer to direct the activities of the employees during the time for which they are being paid.

## REPORTING PROVISIONS

Section 7.10 Men shall report to and quit from an established crew headquarters. Such headquarters shall be located where parking space is available for the employee's car. By mutual consent between the Union Steward and the Employer, men will report directly to the days work area. The Employer shall then provide parking space for the employee's cars.

## SPECIAL OPERATION PROVISIONS

Section 7.11 Pipe installation, holiday testing, welding, cable splicing, operation of vacuum pumps and cable pulling equipment and all work requiring the use of hand tools shall be done by journeymen and apprentices. Pipe coating, manhole preparations and conditioning, nitrogen connections and flowmeter installation shall be done by or under the direct supervision of a journeyman.

## HIGH VOLTAGE PIPE WORK PROVISIONS

Section 7.12 At least two journeymen linemen in addition to certified lineman welders shall be employed to install high voltage pipe.

## SAFETY PROVISIONS

Section 7.13 No employee shall be required to enter a manhole or tunnel until proper precautions have been taken to insure that it is gas free. When gas or fumes from welding or pouring molds or coating pipe is present, an adequate exhaust fan shall be provided.

Section 7.14 When bleeding nitrogen from a pipe, a means shall be provided to exhaust nitrogen above ground. During bleeding or mousing operations, employees shall not remain in manholes.

Section 7.15 When pulling cable, at least six of the workmen shall be no less than journeyman classification. When pumping oil, only journeyman linemen or equipment operators shall be permitted to operate degasifying and oil pumping equipment.

## STEWARD ON EACH SHIFT

Section 7.16 When more than one shift is being utilized as provided in Section 7.05 above, the Local Union shall be permitted to appoint a Steward for each shift.

## ARTICLE VIII

### NATIONAL ELECTRICAL BENEFIT FUND

Section 8.01 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 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.

## ARTICLE IX

### APPRENTICESHIP AND TRAINING

Section 9.01 The Area Training Agreement entered into between the American Line Builders Chapter of NECA, and IBEW Local Unions 70, 71, 245, 317, 369, 637 and 934, as approved by the International President on February 21, 2000, and as amended, shall govern all matters of apprenticeship and training, and the financing thereof. Presently, the contribution rate to the Apprenticeship and Training Trust is one-half (1/2) percent of the Gross Labor Payroll. Apprentices' wages and ratio of apprentice to Journeymen are specified in the Area Training Agreement.

## ARTICLE X

### HEALTH AND WELFARE FUND

#### OEWF

Section 10.01 The Employer agrees to pay into a Welfare Fund, known as the Outside Electrical Welfare Fund, Two dollars and Forty cents (\$2.40) for each hour worked by all employees covered by this Agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expenses benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

Section 10.02 The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Union. The payment and the payroll report shall be mailed to reach the office of the fund not later than fifteen (15) calendar days following the end of each calendar month. Individual Employers who fail to remit as prescribed above shall be subject to having this Agreement terminated upon seventy-two hours notice in writing served by the Union, provided the Employer fails to show satisfactory proof that the delinquent payments have been paid to the Outside Electrical Welfare Fund, Board of Trustees.

(a) Any increase in contributions that may become necessary during the term of this Agreement shall be deducted from the wage rates.

#### LINECO

Section 10.03 The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, Two Dollars and ten cents (\$2.10) for each hour paid to all employees covered by this Agreement. The contribution of the Employer shall be used to provide temporary disability, dental, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

**EFFECTIVE 01/01/01** the contribution rate shall be \$2.20.

Section 10.04 The Employer agrees to be bound by the terms and conditions of the Trust documents and by the actions of the trustees, excluding any action prohibited by law or which diverts the funds from

the purposes for which the Trust was created and to make available to the Lineco trustees such information and records as will enable the Lineco trustees to perform their function.



Section 10.05 The said Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the NECA Chapter and the IBEW Unions. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 20th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two 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 Line Construction Benefit Fund. In addition, if suit is instituted to collect any delinquent payment, the Employer shall also be liable for such interest, damages, fees and costs as are provided for by law.

Section 10.06 Each Local Union shall have the option of participation in either the OEFW or LINECO as their health care provider. Any savings generated by the choice of the health care provider shall be allocated to the employees pension (NEAP) or posted wage rate. The change in the allocation shall be based on the package cost of the wage rate, the OEFW contribution, the NEAP and the NEBF contributions. (see attached spreadsheets)

**SUPPLEMENTAL HEALTH BENEFIT AND TRUST FUND  
(For Work Performed Within The Jurisdiction Of Local Union #317 ONLY)**

Section 10.07 The Employer agrees to pay into the Supplemental Health Benefit and Trust Fund, twenty-five cents (\$.25) for each hour paid (time and one-half and double time for overtime) for all employees covered by this agreement. The payment shall be made on or before the 15th of each month, together with a report form furnished (by the Union) for that purpose. 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 collection agent.

**ARTICLE XI**

**NATIONAL ELECTRICAL ANNUITY PLAN**

Section 11.01 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 an amount equal (**See Attached Spreadsheets**) of the gross monthly labor payroll, 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 fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agreed to be bound by, the National Electrical Annuity Plan 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 collection agent.

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

Section 11.02 Each Local Union shall have the option of modifying the NEAP contribution. (see section 10.06)  
(see attached spreadsheets)

## ARTICLE XII

### COLLECTION OF DELINQUENT PAYMENTS

Section 12.01 If an Employer fails to make contributions, payments or deductions as provided under the terms and conditions of this Agreement within fifteen (15) days after the date that such contribution, payment or deduction was due, the Union and/or the Trust Fund to whom such contribution, payment or deduction is due shall have the right to immediately institute legal action to secure the payment of these sums due notwithstanding any other provisions of the Agreement.

Section 12.02 In the event legal action is instituted, the Employer shall be liable for all costs incurred by the Union or Trust Fund, including attorney fees, audit fees, if any, liquidated damages at the rate of 20% of the unpaid balance and 8% interest per annum from the date the payment, contributions and/or deduction was due or such other rate of interest as may be established from time to time by the Internal Revenue Service for the late payment of federal income taxes, unless otherwise specified in the Trust Agreement of the respective Fund.

## ARTICLE XIII

### NATIONAL LABOR MANAGEMENT COOPERATION FUND

Section 13.01 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 any other lawful activities incidental or related to the accomplishment of these purposes and goals.

Section 13.02 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.

Section 13.03 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 terms of IBEW Local Union agreements with the American Line Builders 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 American Line Builders Chapter, NECA, or its designee, shall be the collection agent for this Fund.

Section 13.04 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 (\$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 payment. 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 XIV

##### INDUSTRY FUND

Section 14.01 Each individual Employer shall contribute an amount not to exceed one percent (1%) nor less than .2 of 1% of the productive electrical payroll, as determined by each local Chapter and approved by the Trustees, with the following exclusions:

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

2. One hundred percent (100%) of all productive electrical payroll in excess of 150,000 man-hours paid for electrical work in any one Chapter area during any one calendar year.

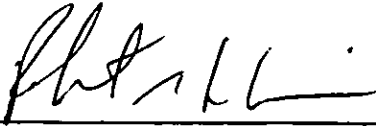
(Productive electrical payroll is defined as the total wages [including overtime] paid with respect to all hours worked by all classes of electrical labor for which a rate is established in the prevailing labor area where the business is transacted.)

Payment shall be forwarded monthly to the National Electrical Industry Fund in 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. Failure to do so will be considered a breach of this Agreement on the part of the individual Employer.

##### SEPARABILITY CLAUSE

Section 14.02 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.

SIGNED FOR AMERICAN LINE BUILDERS CHAPTER, NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION



Robert G. La Lumiere, Sec. Mgr.

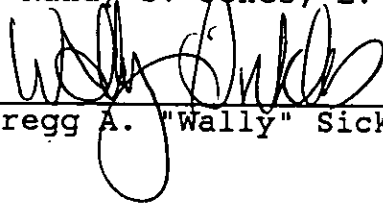


Thomas M. Wolden, Chairman

SIGNED FOR THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO BY AUTHORITY OF:

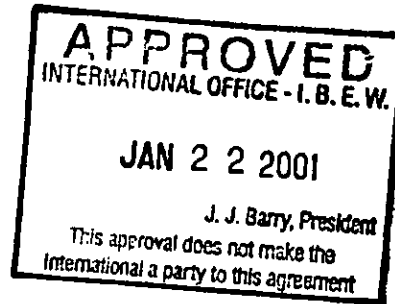
James W. Spruill, L. U. 70  
Gregg A. "Wally" Sickles, L. U. 71  
Larry Tscherne, L. U. 245  
Brent Gray, L. U. 317  
Stephen M. Silliman, L. U. 369  
Steve Redman, L. U. 637  
Randy S. Jones, L. U. 934

BY



Gregg A. "Wally" Sickles, Chairman

Subject to the approval of the International President of the International Brotherhood of Electrical Workers



Agreement No. 4-00-A  
cjs 10/23/00

## Appendix

When the LMC meets to hear a grievance, the procedural rules shall be as follows:

1. Oral Argument:

Each party will be given an opportunity to present facts and figures in support of your issue.

2. Rebuttal:

Each party will be given an opportunity to dispute the oral statements made by the other party and dispute any of the written evidence.

3. Questions:

Members of the LMC at this time will ask questions of both parties.

4. Notification

Both parties will be notified by mail simultaneously of the decision of the committee.

**4-00-A WAGES AND FRINGES -- OUTSIDE POWER RATES AND FRINGES  
2000**

**WAGES**

**Classifications**

	Local Union 70				Local Unions 71 & 245		Local Union 369		Local Union 317	Local Union 637	Local Union 934
	MD		VA		08/28/00	01/01/01	08/28/00	01/01/01	08/28/00	08/28/00	08/28/00
	08/28/00	01/01/01	08/28/00	01/01/01							
Forem (108%)	\$25.07	\$24.97	\$24.21	\$24.12	\$24.95	\$24.86	\$24.54	\$24.44	\$24.07	\$24.25	\$24.67
Sub-Foreman (103%)	23.91	23.81	23.09	23.00	23.79	23.71	23.40	23.31	23.72	23.12	24.05
Fore. Hole Digger	23.21	23.12	22.42	22.33	23.10	23.02	22.72	22.63	23.03	22.45	23.27
Lineman, Journeyman	23.21	23.12	22.42	22.33	23.10	23.02	22.72	22.63	23.03	22.45	23.27
Cable Splicer	24.25	24.17	23.58	23.49	24.15	24.06	23.89	23.81	24.09	23.63	24.49
<b>Lineman Apprentices</b>											
1st 1000 Hours (60% of J. L. Rate)	13.93	13.87	13.45	13.40	13.86	13.81	13.63	13.58	13.82	13.47	13.96
2nd 1000 Hours (65% of J. L. Rate)	15.09	15.03	14.57	14.51	15.02	14.96	14.77	14.71	14.97	14.59	15.13
3rd 1000 Hours (70% of J. L. Rate)	16.25	16.18	15.69	15.63	16.17	16.11	15.90	15.84	16.12	15.72	16.29
4th 1000 Hours (75% of J. L. Rate)	17.41	17.34	16.82	16.75	17.33	17.27	17.04	16.97	17.27	16.84	17.45
5th 1000 Hours (80% of J. L. Rate)	18.57	18.50	17.94	17.86	18.48	18.42	18.18	18.10	18.42	17.96	18.62
6th 1000 Hours (85% of J. L. Rate)	19.73	19.65	19.06	18.98	19.64	19.57	19.31	19.24	19.57	19.08	19.78
7th 1000 Hours (90% of J. L. Rate)	20.89	20.81	20.18	20.10	20.79	20.72	20.45	20.37	20.72	20.21	20.94
Equipment Mechanic	17.95	17.86	16.93	16.85	17.87	17.78	17.16	17.07	17.70	16.89	17.51
<b>Operators:</b>											
0 - 1/2 yr. exp.	13.67	13.58	12.92	12.83	13.61	13.52	13.09	13.00	13.36	12.82	13.29
6 - 12 mos. exp.	16.89	16.80	15.86	15.77	16.82	16.73	16.07	15.98	16.63	15.01	16.39
1 yr. or over	20.31	20.22	19.25	19.16	20.22	20.13	19.50	19.42	20.09	19.24	19.95
Line Tr. w/auger	16.66	16.58	15.55	15.47	16.59	16.50	15.76	15.67	16.40	15.50	16.06
<b>Groundman/Truck Driver</b>											
0 - 6 mos. exp.**	9.93	9.93	8.36	8.36	9.93	9.93	8.36	8.36	9.69	8.36	8.36
6 - 12 mos. exp.	12.33	12.24	11.54	11.45	12.28	12.19	11.69	11.60	12.01	11.42	11.84
1 yr or over	13.07	12.98	12.68	12.59	13.01	12.92	12.85	12.76	12.75	12.58	13.04

\* All operators or 45 ton cranes or larger shall be paid the journeyman lineman's rate of pay.

\*\* The Employers shall not pay NEAP or Welfare Fund fringes on 0 - 6 months groundman.

**FRINGES**

National Electrical Benefit Fund (NEBF)	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
National Electrical Annuity Fund (NEAP)	11.5%	11.5%	11.5%	11.5%	12%	12%	10%	10%	10%	10%	6%
Outside Electrical Welfare Fund (OEWF)	X	X	X	X	X	X	X	X	\$2.40	\$2.40	\$2.40
Line Construction Benefit Fund (LINECO)	\$2.10	\$2.20	\$2.10	\$2.20	\$2.10	\$2.20	\$2.10	\$2.20	X	X	X
American Line Builders NECA Service Charges	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%
NLMCC	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
ALBAT	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
317 Supplemental Health Benefit Fund	X	X	X	X	X	X	X	X	\$0.25	X	X

**4-00-A WAGES AND FRINGES -- HIGH TENSION PIPE TYPE CABLE INSTALLATION RATES AND FRINGES**

**2000**

**WAGES**

Classifications	Local Union 70		Local Unions 71 & 245		Local Union 369		Local Unions 317	Local Union 637	Local Union 934
	08/28/00	01/01/01	08/28/00	01/01/01	08/28/00	01/01/01	08/28/00	08/28/00	08/28/00
Foreman (108%)	\$26.40	\$26.30	\$26.28	\$26.18	\$26.74	\$26.64	\$26.21	\$26.46	\$27.42
Journeyman									
Journeyman Lineman	24.44	24.35	24.33	24.24	24.76	24.67	24.27	24.50	25.39
Cert. Lineman Welder	24.44	24.35	24.33	24.24	24.76	24.67	24.27	24.50	25.39
Cert. Cable Splicer	24.44	24.35	24.33	24.24	24.76	24.67	24.27	24.50	25.39
X-Ray Technician	24.44	24.35	24.33	24.24	24.76	24.67	24.27	24.50	25.39
Lineman Apprentices									
1st 1000 Hours (60% of J. L. Rate)	14.66	14.61	14.60	14.54	14.86	14.80	14.56	14.70	15.23
2nd 1000 Hours (65% of J. L. Rate)	15.89	15.83	15.81	15.76	16.09	16.04	15.78	15.93	16.50
3rd 1000 Hours (70% of J. L. Rate)	17.11	17.05	17.03	16.97	17.33	17.27	16.99	17.15	17.77
4th 1000 Hours (75% of J. L. Rate)	18.33	18.26	18.25	18.18	18.57	18.50	18.20	18.38	19.04
5th 1000 Hours (80% of J. L. Rate)	19.55	19.48	19.46	19.39	19.81	19.74	19.42	19.60	20.31
6th 1000 Hours (85% of J. L. Rate)	20.77	20.70	20.68	20.60	21.05	20.97	20.63	20.83	21.58
7th 1000 Hours (90% of J. L. Rate)	22.00	21.92	21.90	21.82	22.28	22.20	21.84	22.05	22.85
Equipment Mechanic	18.05	17.97	17.97	17.89	18.29	18.20	17.81	18.03	18.68
Operators:									
0 - 1/2 yr. exp.	13.76	13.68	13.70	13.62	13.95	13.86	13.46	13.68	14.18
6 - 12 mos. exp.	17.00	16.91	16.92	16.83	17.22	17.13	16.73	16.96	17.58
1 yr. or over	21.03	20.94	20.94	20.85	21.31	21.22	20.82	21.04	21.82
Groundman/Truck Driver									
0 - 6 mos. exp.**	10.80	10.80	10.80	10.80	10.80	10.80	10.55	10.80	10.80
6 - 12 mos. exp.	10.54	10.45	10.50	10.41	10.68	10.59	10.19	10.42	10.80
1 yr or over	13.21	13.13	13.16	13.07	13.39	13.30	12.90	13.12	13.61

\* All operators or 45 ton cranes or larger shall be paid the journeyman lineman's rate of pay.

\*\* The Employers shall not pay NEAP or Welfare Fund fringes on 0 - 6 months groundman.

**FRINGES**

National Electrical Benefit Fund (NEBF)	3%	3%	3%	3%	3%	3%	3%	3%	3%
National Electrical Annuity Fund (NEAP)	11.5%	11.5%	12%	12%	10%	10%	10%	10%	6%
Outside Electrical Welfare Fund (OEWf)	X	X	X	X	X	X	\$2.40	\$2.40	\$2.40
Line Construction Benefit Fund (LINECO)	\$2.10	\$2.20	\$2.10	\$2.20	\$2.10	\$2.20	X	X	X
American Line Builders NECA Service Charges	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%	0.6%
NLMCC	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01
ALBAT	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
317 Supplemental Health Benefit Fund	X	X	X	X	X	X	\$0.25	X	X



EXHIBIT "A"

GEOGRAPHICAL JURISDICTION

FOURTH DISTRICT

Utility deregulation and other competitive measures taken by the Utilities have created mergers, buy outs, name changes and the creation of subsidiary companies. This activity has caused some confusion of the geographical jurisdiction contained in this agreement. It is hereby understood that when the name of a utility property changes, the new name shall be changed and inserted in place of the former name. Geographic jurisdiction shall remain, as changed.

LOCAL 70:

All Utility properties in the State of Maryland, the District of Columbia, Potomac Edison property in West Virginia and, in the State of Virginia, the following: **Investor Owned** - Virginia Electric Power and Potomac Edison. **Municipal Systems** - Blackstone, Culpepper, Elkton, Franklin,, Front Royal, Harrisonburg, Manassas, and Richmond. **Rural Electric Cooperatives Systems** - A & N, Community, Northern Neck, Northern Virginia, Old Dominion, Prince George, Rappahannock and Shenandoah.

LOCAL 71:

The following counties in the State of Ohio: Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Franklin, Fayette, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingham, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne.

In the State of Kentucky: Union Heat, Light & Power (CG&E) property.

In the State of West Virginia, Wheeling Public Power.

LOCAL 245:

The following counties in the State of Ohio: Allen, Defiance, Erie, Fulton, Hancock, Harden, Henry, Huron, Lucas, Ottawa, Paulding, Putnam, Sandusky, Seneca, Van Wert, Williams, Wood, Wyandot

LOCAL 317:

All utility property in the State of West Virginia, except Potomac Edison. In the State of Kentucky, Mason County.

LOCAL 369:

All utility properties in the State of Kentucky except Union Heat, Light & Power (CG&E) property and Mason County.

LOCAL 637:

In the State of Virginia, excluding Dickinson, Lee, Russell, Scott, Washington and Wise Counties, the following: **Investor Owned** -- Appalachian Power. **Municipal Systems** -Bedford, Danville, Iron Gate, Martinsville, Radford, Richlands and Salem. **Rural Electric Cooperatives Systems** - Barc, Central Virginia, Craig-Botetcourt, Mecklinburg, Southside and Virginia Poly-technic Heat & Power.

LOCAL 934:

In the State of Virginia, Dickinson, Lee, Russell, Scott, Washington and Wise Counties.

cjs 10/23/00