INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO

IBEW LOCAL UNION 1245

30 ORANGE TREE CIRCLE
VACAVILLE, CA 95687
P.O. BOX 2547, VACAVILLE, CA 95696

TOM DALZELL, BUSINESS MANAGER
MICHAEL DAVIS, PRESIDENT

(707) 452-2700
FAX (707) 452-2701

LETTER OF UNDERSTANDING
BETWEEN
IBEW LOCAL UNION 1245
AND
ALISTO ENGINEERING GROUP

Pursuant to the understanding the ***Gas Inspector*** agreement between Alisto Engineering Group and IBEW Local Union 1245 that expires on May 31, 2015 will continue for another five (5) years: June 1, 2015 – May 31, 2020. All terms and conditions of the existing agreement(s) will remain the same with the only changes being:

Wages:

- Effective **June 1, 2015,** the wage rates that were in effect on May 31, 2015 will be increased based upon the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the twelve month period ending April 30, 2015 for the San Francisco-Oakland-San Jose local area (Table 4). However, the wage increase to be effective June 1, 2015 shall be no less than one percent (1%), nor more than three percent (3%) of the wage rates that were effective on May 31, 2015.

- Effective **June 1, 2016**, the wage rates that were in effect on May 31, 2016 will be increased based upon the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the twelve month period ending April 30, 2016 for the San Francisco-Oakland-San Jose local area (Table 4). However, the wage increase to be effective June 1, 2016 shall be no less than one percent (1%), nor more than three percent (3%) of the wage rates that were effective on May 31, 2016.

- Effective **June 1, 2017,** the wage rates that were in effect on May 31, 2017 will be increased based upon the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the twelve month period ending April 30, 2017 for the San Francisco-Oakland-San Jose local area (Table 4). However, the wage increase to be effective June 1, 2017 shall be no less than one percent (1%), nor more than three percent (3%) of the wage rates that were effective on May 31, 2017.

- Effective **June 1, 2018**, the wage rates that were in effect on May 31, 2018 will be increased based upon the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the twelve month period ending April 30, 2018 for the San Francisco-Oakland-San Jose local area (Table 4). However, the wage increase to be effective June 1, 2018 shall be no less than one percent (1%), nor more than three percent (3%) of the wage rates that were effective on May 31, 2018.

- Effective **June 1, 2019**, the wage rates that were in effect on May 31, 2019 will be increased based upon the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the twelve month period ending April 30, 2019 for the San Francisco-Oakland-San Jose local area (Table 4). However, the wage increase to be effective June 1, 2019 shall be no less than one percent (1%), nor more than three percent (3%) of the wage rates that were effective on May 31, 2019.

- If at anytime during the term of this extension, any covered classification reaches 101.5% of the corresponding PG&E Hiring Hall classification, that classification will receive the general wage increase of the corresponding classification.

The parties acknowledge this letter meets all the requirements set forth in Article I of the collective bargaining agreement.

This extension becomes effective upon the signing by all parties listed below and upon the ratification by the IBEW membership.

Tom Dalzell
Business Manager
IBEW Local 1245

Al Sevilla
Principal/President
Alisto Engineering Group

EXHIBIT A

WAGE EXHIBIT

GAS INSPECTOR AGREEMENT

Gas Inspector (GI/SGI)

Inspector duties and responsibilities are consistent with the client's management classification. Personnel upgraded to these classifications shall be considered shall be considered Employer/Client representatives for the duration of their assignment.

Classification #	6/1/15 Wage	6/1/16 Wage	ILB *
Senior Chief Inspector	$72.20	$74.15	$14.25
Chief Inspector	$65.54	$67.31	$14.25
Gas Quality Control Supervisor	$60.06	$61.68	$14.25
Lead Gas Inspector	$60.06	$61.68	$14.25
Welding Inspector	$53.69	$55.14	$14.25
Utility Inspector Class I	$52.38	$53.79	$14.25
Utility Inspector/Gas Inspector	$51.14	$52.52	$14.25
Measurement and Control Mechanic	$51.14	$52.52	$14.25
Gas Utility Corrosion Mechanic	$46.41	$47.66	$14.25
Gas Utility Worker	$35.49	$36.45	$14.25
**Field Clerk I	$46.41	$47.66	$14.25
**Field Clerk II	$35.49	$36.45	$14.25

* In Lieu of Benefits- LineCo and NEBF, NEAP (this amount is not applied to the base rate for the purpose of computing the overtime rates).

**Section 4.14 Mileage-Subsistence is not applicable to these classifications

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

GAS INSPECTOR
AGREEMENT
BETWEEN

ALISTO ENGINEERING GROUP

AND
LOCAL UNION NO. 1245
AFL-CIO
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE APRIL 29, 2013
THROUGH MAY 31, 2015

TABLE OF CONTENTS

Preamble 1

PURPOSE AND SCOPE OF THIS AGREEMENT 1
SCOPE OF THIS AGREEMENT 1
BASIC PRINCIPLES 1
MANAGEMENT RIGHTS 1

ARTICLE I. 2

EFFECTIVE DATE 2
CHANGES 2
GRIEVANCES/DISPUTES 2

ARTICLE II. 3

EMPLOYEES SHALL NOT CONTRACT 3
UNION RECOGNITION 3
UNION REFERRAL SYSTEM 3
JOURNEYMAN 4
LOCAL JURISDICTION 4
UNION SECURITY 6

ARTICLE III. 7

TRANSFERS 7
OUTSIDE EMPLOYERS 7
EMPLOYEES NOT LOANED 7
DUES DEDUCTION 7
SUBCONTRACTING 7
NO KICK-BACKS 7
CONTRACTORS QUALIFICATIONS (CONTRACTORS LICENSE (“C-10”/ “A”/ B”) 7
CARE OF TOOLS 8
SOCIAL SECURITY PAYMENTS 8
STEWARD CLAUSE 8
ACCESS TO JOBS 9
PROMOTE ELECTRICAL INDUSTRY 9
CAUSE FOR CANCELLATION 9

ARTICLE IV. 10

HOURS-WAGE PAYMENTS-REGULAR WORK HOURS 10
CHANGE OF WORK HOURS 10
SHIFT WORK 11
RATE OF WAGES 11
PAY DAYS AND PENALTIES 11
SHOW-UP PAY 12
CANCELLATION OF JOB 12
MINIMUM CALL OUT 13
MEAL PERIODS 13
TRAVEL TO JOB 13
HOLIDAYS AND OVERTIME 13
EIGHT-HOUR REST PERIOD 13
HEADQUARTERS - PRE-BID AND PRE-JOB CONFERENCES 13
MILEAGE – SUBSISTENCE 14
HEADQUARTERS 14
TRANSFER OF EMPLOYEES 14

CAMP ACCOMMODATIONS 14
OFFSHORE ISLANDS 14
ARTICLE V. 15
SAFETY RULES 15
FOREMAN 15
GAS INSPECTORS 15
AGE-RATIO 15
OVERALLS AND GLOVES 16
ARTICLE VI. 16
SAVINGS CLAUSE 16
ARTICLE VII. 16
APPRENTICESHIP 16
ARTICLE VIII. 16
SUBSTANCE ABUSE 16
SIGNATURE PAGE 17
EXHIBIT A 18
WAGE EXHIBIT 18
EXHIBIT B 19
SAFETY SUPPLEMENT 19
EXHIBIT C 20
CLASSIFICATIONS 20
CONTRACTOR REFERRAL 22

PREAMBLE

Agreement by and between the Alisto Engineering Group and Local Union 1245, of the International Brotherhood of Electrical Workers. As used hereinafter in this Agreement, the term "Employer" shall mean Alisto Engineering Group, and the term "Union" shall mean Local Union 1245, I.B.E.W.

PURPOSE AND SCOPE OF THIS AGREEMENT

The intent of this Agreement is to establish uniform conditions of employment for Gas Inspector workers, as hereinafter provided. Due to the nature of this specialized workforce, the parties recognize and agree to cost shifting of the normal benefit structure of the industry. At such time, the parties establish a training program, and new workforce, they will address, and place into effect the normal wage and benefit structure outlined in the Outside Line Construction Labor Agreement.

Local Union 1245 is presently chartered by the International Brotherhood of Electrical Workers, AFL-CIO, to cover certain electrical work in the States of California (except Siskiyou, Modoc, and Del Norte Counties) and Nevada (except Lincoln, Clark and that part of Nye County lying south of the Mount Diablo base line); therefore, the territorial scope of this Agreement shall uniformly cover the above area.

SCOPE OF THIS AGREEMENT

The scope of the work covered by this Agreement shall be: inspection work in/on gas transmission and distribution systems owned, maintained and operated by gas/electrical Utility Companies, Municipalities, or Governmental Agencies engaged in utility operations that shall include:

Coordinate and inspect contractors work for job quality as related to gas line construction/testing and insure customer specifications are met.

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 equipment.

BASIC PRINCIPLES

The Electrical Contractor 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.

MANAGEMENT RIGHTS

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.

Now, therefore, in consideration of the mutual promises and Agreements herein contained, the parties hereto agree as follows:

ARTICLE I.

EFFECTIVE DATE

1.01 This Agreement shall take effect April 29, 2013, and shall remain in effect until May 31, 2015 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from June 1 through May 31 of each year, unless changed or terminated in the way later provided herein.

CHANGES

a.) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

b.) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

c.) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

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

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

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

1.02 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.

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.

GRIEVANCES/DISPUTES

There shall be a Labor-Management Committee of three representing the Union and three representing the Employers. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. The Local Union shall select the Union representatives and the Chapter shall select the management representatives.

All grievances or questions in dispute shall be adjusted by the duly authorized representative 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.

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. In the absence of a deadlock, the Labor-Management Committee's decision shall be final and binding.

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.

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.

Any grievance not brought to the attention of responsible opposite parties to this Agreement in writing within 5 working days of its occurrence shall be deemed to no longer exist.

ARTICLE II.

EMPLOYEES SHALL NOT CONTRACT

2.01 Employees covered by this Agreement, except those meeting the requirements of "Employer", as defined herein, shall not contract for any electrical work. An employee covered by this Agreement shall not contract with his Employer for the rental of any equipment used for the performance of work falling within the scope of this Agreement.

No employee shall directly or indirectly, by subterfuge, sublet, loan, or contract equipment to their Employer.

UNION RECOGNITION

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

UNION REFERRAL SYSTEM

2.03 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 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.

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

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

2.06 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.

2.07 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.

JOURNEYMAN

GROUP I: All applicants for employment who have three and one-half (3½) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman's examination given by a duly constituted Outside Local Union of the I.B.E.W., and who have been employed for a period of at least one (1) year in the last three and one-half (3½) years in the geographical area covered by the collective bargaining agreement.

GROUP II: All applicants for employment who have three and one-half (3½) or more years of experience in the trade and who have passed a Journeyman's examination given by a duly constituted Outside Local Union of the I.B.E.W.

GROUP III: All applicants for employment who have had two (2) or more years' experience in the trade, are residents of the geographical area constituting the normal construction labor market area, and who have been employed in the normal construction labor market area for at least six (6) months in the last two and one-half (2½) 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 (1) year.

2.08 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 (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".

2.09 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.

LOCAL JURISDICTION

2.10 The normal construction labor market is defined to mean the following geographical areas, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured:

NORTHERN: Currently 30 Orange Tree Circle, Vacaville, CA 95687 will be the dispatching point for applicants for employment in:

Counties in Nevada - White Pine, Churchill, Mineral, Lyon, Douglas, Storey, Washoe, Pershing, Lander, Eureka, Elko, Humboldt, and Ormsby.

Counties in California:

Alameda	Marin	Santa Clara
Alpine	Mariposa	Santa Cruz
Amador	Mendocino	Shasta
Butte	Merced	Sierra
Calaveras	Monterey	Solano
Colusa	Napa	Sonoma
Contra Costa	Nevada	Stanislaus
El Dorado	Placer	Sutter
Fresno	Plumas	Tehama
Glenn	Sacramento	Trinity
Humboldt	San Benito	Tuolumne
Lake	San Francisco	Yolo
Lassen	San Joaquin	Yuba

Madera San Mateo

Should the Local Union decide to move the dispatching offices or establish new ones, it will notify the contractors thirty (30) days prior to such change.

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

2.11 "Resident" means a person who has maintained his/her permanent home in the above defined geographical area for a period of not less than one (1) year, or who, having a permanent home in this area, has temporarily left with the intent of returning to this area as his/her permanent home.

2.12 "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 Local Union of the I.B.E.W. Reasonable intervals of time for examinations are specified as ninety (90) days. A Journeyman applicant shall be eligible for examination if he has three and one-half (3½) years' experience in the trade.

2.13 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.

2.14 An applicant who has registered on the Out-of-Work List must renew his/her application every thirty (30) days or his/her name will be removed from the list.

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

2.16 Employers shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer the applicants to the Employer by first referring applicants in Group I in the order of their places 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/her appropriate place within his/her Group and shall be referred to other employment in accordance with the position of his/her Group in his/her place within the Group.

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

a.) When the Employer qualifies need for special skills and abilities in his/her 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 employment of an 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, that all names in higher priority groups, if any, shall first be exhausted before such overage referrals can be made.

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

2.19 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 2.6 through 2.18 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 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.

2.20 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.

2.21 A copy of the Referral Procedure set forth in this Agreement shall be posted on the Bulletin Boards in the offices of the Local Union and in the office of the Employers who are parties to this Agreement.

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

UNION SECURITY

2.23 All workers employed by the Employer shall, as a condition of employment, tender the full and uniform admission dues in effect in the Local Union on the 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 therefore maintain their continuous good standing 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 dues 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 workers within forty-eight (48) hours, (Saturday, Sunday and Holidays excluded), for failure to maintain continuous good standing by paying monthly dues and/or additional working dues in the Union in accordance with its rules above referred to in this paragraph.

2.24 In the event that the Union does not accept into membership any workers tendering admission dues 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 workers into membership, in which case said workers shall be required to tender the full and uniform admission dues 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 that such workers fail to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said workers within forty-eight (48) hours.

2.25 If during the term of this Agreement it becomes lawful, by action of the Nevada State Legislature or by action of the Congress of the United States, for the provisions of Sections 2.23 and 2.24 to be applicable in the State of Nevada, the provisions of these Sections shall be effective on the eighth (8th) day following such action.

ARTICLE III.

TRANSFERS

3.01 Employers signatory to this Agreement may move their employees within the area of this Agreement. The Local Union shall be notified of the establishment of a new headquarters.

At the completion of a job, the Employer will transfer the employees to another job within thirty (30) calendar days, provided they have worked for the Employer thirty (30) calendar days, or he shall terminate them.

OUTSIDE EMPLOYERS

3.02 Any outside firm doing electrical work within the jurisdiction of this Local Union shall not be allowed to bring in more than four (4) non-resident Journeyman. When any complaint or dispute arises dealing with the question, any ruling made by the International Office of the Union shall be accepted and put into effect.

EMPLOYEES NOT LOANED

3.03 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 applicant possessing the required skills are not available through the Referral Procedure.

DUES DEDUCTION

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

SUBCONTRACTING

3.05 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 this 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 provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

NO KICK-BACKS

3.06 No Employer, employee, or their agents shall give or accept directly any rebate of wages. Any Employer found violating this provision shall be subject to having this Agreement terminated upon written notice thereof being given by the Union.

CONTRACTORS QUALIFICATIONS (CONTRACTORS LICENSE ("C-10"/ "A"/ B")

3.07 Certain qualifications, knowledge, experience, and financial responsibility are required of an Electrical Contractor. Therefore, an Electrical Contractor is a person, firm, or corporation having these qualifications and maintaining a permanent place of business other than his/her residence, a suitable

financial status to meet payroll requirements, and employs at least one (1) Journeyman Technician regularly. A Contractor/Owner may work as a Foreman provided he is working no more than two (2) crews in the jurisdiction.

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 (1) of its local unions as the collective bargaining representative of his/her employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of construction, alteration, painting or repair of a building, structure or other work will be deemed a material breach of this Agreement.

It is specifically agreed by the parties hereto that one (1) of the purposes of this Section is to prevent, whether by direct or indirect methods the practice of double-breasted companies, as that term is used and commonly understood in the contracting industry. Therefore, no contractor shall form any other company, or join with any company not a party to this Agreement where the object or result of such action is that work traditionally performed by members of the IBEW will be performed by employees under less favorable terms and conditions than are set forth herein. No contractor, nor any stockholder of contractor, shall directly or indirectly hold an ownership interest or serve as an officer, director or supervisory employee in any other firm which engages in the performance of electrical contracting work through employees whose wages, fringe benefits or working conditions are less beneficial than those provided by the Agreement.

CARE OF TOOLS

3.08 Workers employed under the terms of this Agreement shall use reasonable care in the installation of material and shall perform all work in a workman-like manner and as directed by the Employer or his/her Representative and in the safe keeping and preservation in good condition of the Employer's tools or equipment issued to them, provided the Employer furnishes the necessary lockers, tool boxes, or other safe places for the storage of them.

SOCIAL SECURITY PAYMENTS

3.09 For the employees covered by this Agreement, the Employer shall make regular payments to the Federal and State Government for Social Security and Unemployment Insurance, as provided by law, and shall carry Workmen's Compensation and shall furnish satisfactory proof to the Union upon request.

STEWARD CLAUSE

3.10 The Business Manager of the Union shall have the right to appoint a Steward at any shop or job or on any crew where workers are employed under the terms of this Agreement. The Employer shall not make transfer of any Steward from the shop or job or crew to which he was appointed to another shop or job or crew without first having notified the Business Manager of the Union of his/her desire to make such transfer and having secured Union's approval of the transfer proposed. Such Steward shall see that this Agreement and Working and Safety Rules are observed and he shall be allowed sufficient time and be furnished necessary transportation to perform these duties during regular working hours. Under no circumstances shall the Employer dismiss, or otherwise discriminate against, an employee for making a complaint or giving evidence with respect to an alleged violation of any provision of the Agreement.

The Steward shall be included in all overtime at his/her headquarters whenever feasible.

The Business Manager shall remove from his/her duties any Steward at any time he considers the best interest of the Local Union will be served thereby and shall notify the Employer immediately of such removal.

Among the duties of the Steward are to:

a.) See that all workers at the respective shop or job have valid referral slips or other evidence of referral.

a.) Assist in seeing that the working conditions of this Agreement are adhered to by both the Employer and the employee.

b.) He shall immediately report to the Business Manager, or his/her representative, any violation of this Agreement that cannot be settled on the job.

The Steward shall be advised as soon as possible of any change of status of any member of the crew.

The Steward, when appointed in accordance with the foregoing provisions, shall remain on the job until such time as the job is completed.

3.11 When an Employer believes a Steward should be removed from the job, he shall:

c.) Notify the Business Manager of the reasons why he believes the Steward should be removed.

d.) If the Business Manager does not agree that there is just cause to remove the Steward, he may request a meeting with the Employer's Representative to attempt to resolve the dispute.

e.) If the Business Manager and the Employer's Representative do not resolve the dispute and the Employer discharges the Steward, the dispute will be referred to the Labor-Management Committee established by Section 1.5 for the adjustment thereof.

ACCESS TO JOBS

3.12 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.

PROMOTE ELECTRICAL INDUSTRY

3.13 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 wage, hour, and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

CAUSE FOR CANCELLATION

3.14 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 I.B.E.W., other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by an individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the I.B.E.W. or one (1) of its local unions as the collective bargaining representative of his/her employees on any electrical work in the jurisdiction of this or any other local union to be performed at the site of construction, alteration, painting, or repair of a building, structures 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.

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.

3.15 The Union agrees to refer applicants without regard to race, religion, creed, color, gender or handicap, and the Employer agrees to hire applicants under the same condition.

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.

3.16 The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the Employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the Union reserves the right to negotiate regarding the terms of the Employer's policy before the policy is implemented by the Employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

ARTICLE IV.

HOURS-WAGE PAYMENTS-REGULAR WORK HOURS

4.01 Regular work hours

a.) Eight hours work between the hours of 7:00 a.m. and 4:30 p.m., with 30 minutes for a lunch period between fourth and fifth hour shall constitute the workday. Five such days, Monday through Friday, shall constitute the workweek. The normal workday may be varied by no more than two hours by mutual agreement between the Union and the Employer.

b.) FOUR 10-HOUR DAYS: The Employer, with 24-hour prior notice to the Union, may institute a workweek consisting of four consecutive 10-hour days between the hours of 7 a.m. and 6 p.m., Monday through Thursday (or Tuesday through Friday), with one-half hour allowed for a lunch period. Friday/ (Monday) may be used as a make-up day, and if utilized, a minimum of eight hours must be scheduled. After 10 hours in a workday, or 40 hours in a workweek, overtime shall be paid at a rate of 2 times the regular rate of pay.

c.) NINE/Eighty Work Schedule: The employer, with 24-hour prior notice to the Union, may institute a 9/80-work schedule; the workweek may begin on any day and at any hour. The 9/80 pay period generally consists of eight 9-hour days, one 8-hour day, and one day off (i.e., nine workdays with a total of 80 hours in a two week period). The day opposite the day off must be split into either a 4-hour/5-hour, 4-hour/4-hour, or 5-hour/4-hour split. Part of the split day's hours would go into the previous week, and the remainder into the current workweek.

CHANGE OF WORK HOURS

4.02 The starting time may be moved upon approval of the majority of employees affected. The job Steward will notify the Union office of such change. If a job has an early starting time, the regular starting time will be resumed when the majority of employees affected notify the job Steward they wish to return to the normal starting time.

If special circumstances warrant earlier starting time of more than one (1) hour, approval must be made by Employer, Union Business Representative, and employees. The noon meal will be taken in the fifth (5th) hour if starting time is changed more than one (1) hour.

If the majority of employees in a headquarters (75%) elect, 4-10's shall be allowed, provided the Employer and/or the customer agrees. If 4-10's are required by the customer, it shall be allowed without further approval process. Overtime shall be paid as per Section 4.11. Four-tens shall be limited to Monday through Thursday or Tuesday through Friday. If the crew desires to make up missed days due to inclement weather or holidays, and the Employer agrees, they will be allowed to do so within the five (5)

days of Monday through Friday. Anyone not wishing to make up the day will not be required to do so and will not be discriminated against. All make up days are to be scheduled for at least eight (8) hours.

SHIFT WORK

4.03 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. 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 P.M. and 12:30 A.M. Workmen 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. 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 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.

RATE OF WAGES

4.04 The rate of wages for the term of the Agreement shall be those set forth herein.

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.

PAY DAYS AND PENALTIES

4.05 All wages shall be paid in full weekly, not later than Friday or the last work day of the week.

The payroll period shall end on Sunday at 12:00 Midnight.

In the event an employee doesn't receive his/her pay check at quitting time on pay day, he shall receive eight (8) hours pay at the straight time rate for each twenty-four (24) hours or portion thereof until he receives it.

Whenever practical, a worker who quits a job shall be paid by 4:30 p.m. by payroll check before leaving the job, provided he gives his/her Foreman notice of his/her intention to leave the job by 1:00 p.m., two (2) days before he leaves the job. However, in the event the amount of money on the final check is greater than the amount due at the time of termination, or in the event that the worker does not give advance notice as described above, the worker's final pay will be mailed within seventy-two (72) hours after he quits (Saturdays, Sundays and Holidays excepted). In the event he does not receive his/her final check by the end of the seventy-two (72) hour period, he shall receive eight (8) hours straight-time pay for each twenty-four (24) hour period or portion thereof until he receives it. Postmark of mail to employee's last known address shall constitute compliance. Exception: If available by the Employer an employee may opt for direct deposit of his/her pay check and shall be subject to the regulations of the Employers direct deposit procedures and therefore not be subject to the penalty described above.

Liability for this penalty will commence upon notification by the Employee who has quit to the Employer and the Union that he/she has not received their final paycheck as required by this section.

Workers who are to be laid off shall be notified of such layoff one (1) hour in advance of regular quitting time and be paid in full. They shall be given sufficient time before the termination of the work day to pick up their personal tools.

The Employer will request check cashing availability when the Steward has given notice of a bank in which the employees desire to cash their payroll checks.

SHOW-UP PAY

a.) Any employee reporting for work on a scheduled work day, and does not start work for any reason beyond his/her control, and not having been notified prior to two (2) hours before starting time, shall be paid for two (2) hours at the applicable rate of pay (plus the applicable subsistence expense as set forth in Article V). Employees may be required to perform duties, including safety meetings, at headquarters during these two (2) hours. However, if an employee chooses to suspend work after having started work, due to inclement weather, the employee shall be paid for time worked only.

b.) If employees work on the job for more than two (2) hours, but less than four (4) hours, they shall be paid for four (4) hours. If employees work on the job for more than four (4) hours, but less than six (6) hours, they shall be paid for six (6) hours. If employees work on the job for more than six (6) hours, but less than eight (8) hours, they shall be paid for eight (8) hours. If employees work on the job (four-tens) for more than eight (8) hours but less than ten (10), they shall be paid for ten (10) hours. If employees work on the job for eight (8) or more hours (ten (10) hours when working four-tens), they shall be paid for actual time worked. If the employee is terminated for cause or the employee quits, the employee shall be paid for the time worked only.

4.06 In the event the Employer rejects any applicant for employment as provided in Section 2.5, such rejection shall be made at the job site or shop unless the Employer has, within one (1) year prior to the referral for an applicant, notified the Union in writing of the reason that it wished to reject the applicant. Applicants for work who are rejected shall receive the appropriate subsistence allowances as set forth in Article V, when rejected at the job site or shop. If an Employer rejects an applicant, he shall notify the Union of the rejection by letter within forty-eight (48) hours.

The Employer shall issue termination slips to all employees at the time of termination, such slip to show name of employee, classification in which employed, date of hire, date of termination, and reason for termination. A copy of all termination slips issued shall be mailed to the Union within forty-eight (48) hours following the time of termination.

It is agreed that, except in emergencies, employees shall not be required to work in rain or other inclement weather. However, if the employees choose to, and the Employer agrees, they will be allowed to work if they desire to do so. In the event of the inclement weather, employees shall report on scheduled work days unless otherwise instructed by the Employer at least two (2) hours before the regular starting time. No individual workers of the crews shall be called in to work except in extreme emergencies.

CANCELLATION OF JOB

4.07 Any applicant reporting for employment on a job to which he or she has been given bona fide referral by the dispatcher and is not given employment for at least eight (8) hours due to cancellation of the job, shall be paid for the day on which he or she reports, a minimum of eight (8) hours at the applicable rate of pay plus the applicable subsistence expense as set forth in Article V of the Agreement. This shall in no way be construed to modify any other provisions of Article IV.

MINIMUM CALL OUT

4.08 When an employee is called out for unscheduled overtime work from his/her home, he or she shall be paid for four (4) hours at the applicable rate of pay. If the four (4) hours overlap into his or her regularly scheduled work shift, the straight time rate of pay for that shift shall begin at the end of the four-hour period and end at the regular quitting time.

MEAL PERIODS

4.09 On storm damage only, Employer shall provide expenses for meals and lodging to employees after sixteen (16) hours. An employee will be entitled to a paid meal time at intervals of approximately four (4) hours thereafter, but not more than five (5) hours, for as long as he works. In the event the Employer does not provide meals as set forth above, the Employer shall pay $15.00, and one-half (½) hour pay, at the applicable rate, for each meal not provided.

TRAVEL TO JOB

4.10 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 work day on all work within the jurisdiction of the Union.

HOLIDAYS AND OVERTIME

4.11 All work performed outside of the regular scheduled working hours and on Saturdays, Sundays, and the following holidays: New Year's Day, Martin Luther King Day (California only), Presidents Day (Nevada only), Memorial Day, Fourth of July, Labor Day, Veteran's Day (California only), Nevada Day (Nevada only), 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.

EIGHT-HOUR REST PERIOD

4.12 When workers are required to work six (6) hours or more overtime outside of normal work shifts they shall be relieved for a rest period of eight (8) or more continuous hours, or they shall be compensated at the appropriate overtime rate of pay for all hours worked until released from work for eight (8) or more continuous hours. The Employer has the right to move the start of the work day back, so employees can have the eight (8) hour rest period.

HEADQUARTERS - PRE-BID AND PRE-JOB CONFERENCES

4.13

a) Pre-Bid Conferences are recommended in the area of the Dispatching Local Union. Any deviations from the Agreement resulting from a Pre-Bid Conference shall be reduced to writing, signed and be binding on the Employer and Union for the duration of the job to which they apply.

b) Prior to the start of any project covered by this Agreement, a Pre-Job Conference shall be held with the Local Union. The results of such conference shall be reduced to writing and shall be binding on both parties. The purpose of this conference shall be to inform the Union of the scope of the project, the estimated number of employees, the estimated schedule of operations and the location of the first reporting headquarters, as defined in Section 5.3.

c) For additional reporting headquarters, the Employer will give the Union three (3) days' notice prior to the transfer of employees to such headquarters, with the exception of reporting headquarters located on non-hard surfaced roads, in which case, the Employer will give two (2) weeks' notice prior to transfer. Should the parties fail to agree upon reporting headquarters, in accordance with Section 5.3 regarding headquarters on non-hard surfaced roads, they shall

refer the matter to the Labor-Management Committee for its decision, whose decision shall be final and binding. The Labor-Management Committee shall meet within forty-eight (48) hours.

MILEAGE – SUBSISTENCE

4.14

a) All employees shall receive a subsistence allowance of $50.00 per day for jobs within 50 miles of their residence. On any job over 50 miles from their residence, the employer shall pay the actual (reasonable) lodging and a subsistence allowance of $50.00 per day.

b) Voluntary Terminations: A worker must work four (4) hours or until noon whichever is later, to be entitled to subsistence for the day.

HEADQUARTERS

4.15

a) Headquarters, where employees report, shall have available toilet, parking area, facilities for safe-guarding workmen's tools and facilities for drying workers' clothes in inclement weather. There shall also be available adequate communication for emergency use.

b) Headquarters, where employees report for work, may be on any concrete or black-top road (hard-surfaced), where the above facilities are provided or on any non-hard surfaced road as hereinafter provided. Should the Employer require the worker to report on any non-hard surfaced roads, such roads shall be maintained in good repair, and the Employer shall pay an additional sum of eighteen cents (.18) per mile for such road, one way per day worked or when workers report for work as directed by the Employer.

TRANSFER OF EMPLOYEES

4.16 At least three (3) regular work days' notice shall be given to the Union and the employees before workers are transferred from one reporting headquarters to another reporting headquarters. Upon failure to give three (3) days' notice, as stated above, the Employer shall pay one (1) additional day's subsistence for each day notice is not given,. Where such penalty is applicable, it shall be based upon the headquarters from which the employee is being transferred.

The notice of transfer required by this Section to be given to the Union shall be in writing to the Local Union's Business Office. The postmark date of such letter shall govern compliance.

If the transfer is the result of the employee's request made through his/her Steward or if no Steward is available, the Business Representative, the reimbursement shall be waived.

CAMP ACCOMMODATIONS

4.17 If camp accommodations are provided in lieu of established accommodations, board and lodging will be provided by the Employer at no cost to the employee. A camp may not be established within twenty-five (25) miles of living accommodations.

OFFSHORE ISLANDS

4.18 On offshore islands, the Employer shall furnish full subsistence. The employees shall receive applicable subsistence expense to the point of embarkation for each round trip to the island. Employees shall receive a minimum of eight (8) hours' wages each day they are required to remain on the island. An additional twenty-five cents (.25) per hour expense allowance will be paid for all hours worked on offshore islands.

ARTICLE V.

SAFETY RULES

5.01 The safety rules of the State having jurisdiction shall be observed by the parties hereto. It is recognized that the Employer has the exclusive responsibility for providing a safe and healthful workplace. To assist the Employer in maintaining an effective and continuing safety program, a permanent Joint Safety Committee shall be established, consisting of two (2) members from the Union and two (2) members from the Employers, who shall meet at regular times to administer educational instructions, investigate serious accidents, and to draft appropriate safety rules. Such rules as adopted by this committee, shall become a part of this Agreement.

FOREMAN

5.02 On any line job where three (3) or more Journeyman are employed, a Foreman shall be designated by the Employer. Employers under this Agreement shall not be restricted from assigning work to Foreman; when such practices are permitted in the Collective Bargaining Agreement between any IBEW Local Union and the utility customer.

a.) Working Foreman may be called by name from the Out-of-Work registers. The applicant called by name must have signed the register not less than three (3) days prior to being referred, Saturdays and Sundays excluded.

Except as provided in Section 3.2, when the employer desires to employ a particular applicant as Foreman, he shall notify the dispatcher of the name of the applicant requested. Upon such request, the dispatcher shall refer the applicant, provided the applicant has been employed for a period of at least one (1) year in the past three and one-half (3½) years under a collective bargaining agreement between the parties to this Agreement. Only one (1) such Foreman shall be allowed on a crew at any one (1) time, and any Foreman called by name must remain in the position of Foreman while employed by the Employer.

b.) No Working Foreman shall work when energized work is being performed on 600 volts or more by members of his/her crew.

c.) No Foreman shall work when his/her crew is more than five (5) employees including himself, except that he may be the sixth (6th) employee when an Apprentice is on the crew.

No Foreman shall act as Foreman on more than one (1) crew, or job at one time. Workers shall be employed, laid off and if necessary, discharged only by the Foreman and shall receive all instructions on the job from him.

No Foreman of one job shall be transferred to another job for the purpose of working as a Journeyman on overtime unless previous connection with the overtime job requires special consideration.

No worker shall be paid Foreman's pay unless he is working as a Foreman.

Foreman shall not be discriminated against by the Union for performing as an Employer's representative. Any questions pertaining to this Agreement regarding disciplinary action of Foreman shall be referred to the Labor-Management Committee.

GAS INSPECTORS

5.03 Gas Inspectors employed under the terms of this Agreement shall provide themselves with the basic hand tools associated with the trade.

AGE-RATIO

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

OVERALLS AND GLOVES

5.05 On any job where employees are required to perform exceptionally dirty work, the Employer shall furnish overalls and gloves, and shall have such clothing cleaned or laundered or replaced at least twice a week. Employees shall sign for overalls, and be responsible for same

When work is performed on towers or substation structures, the Employer shall furnish safety belts.

ARTICLE VI.

SAVINGS CLAUSE

6.01 Should any provisions 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 VII.

APPRENTICESHIP

7.01 At such time, the parties agree to a training program, it is agreed to contact the California Nevada JATC to establish such program.

ARTICLE VIII.

SUBSTANCE ABUSE

8.01 The dangers and costs that alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that, to be effective, programs to eliminate substance abuse and impairment should contain a strong rehabilitation component. The local parties recognize that the implementation of a drug and alcohol policy and program must be subject to all applicable federal, state, and local laws and regulations. Such policies and programs must also be administered in accordance with accepted scientific principles, and must incorporate procedural safeguards to ensure fairness in application and protection of legitimate interests of privacy and confidentiality. To provide a drug-free workforce for the Electrical Construction Industry, each IBEW local union shall implement an area-wide Substance Abuse Testing Policy. The policy shall include minimum standards as required by the IBEW. Should any of the required minimum standards fail to comply with federal, state, and/or local laws and regulations, they shall be modified by the local union and chapter to meet the requirements of those laws and regulations.

SIGNATURE PAGE

Signed for Local Union 1245 International Brotherhood of Electrical Workers, AFL-CIO

Tom Dalzell
Business Manager

Signed For Alisto Engineering Group

Al Sevilla
Principal/President

EXHIBIT A

WAGE EXHIBIT

Gas Inspector (GI/SGI)

Inspector duties and responsibilities are consistent with the client's management classification. Personnel upgraded to these classifications shall be considered shall be considered Employer/Client representatives for the duration of their assignment.

	6/01/12		6/01/13		6/01/14	
Classification #	**Wage**	**ILB ***	**Wage**	**ILB ***	**Wage**	**ILB ***
Senior Chief Inspector	$66.63	$13.75	$68.46	$14.00	$70.51	$14.25
Chief Inspector	$60.47	$13.75	$62.14	$14.00	$64.00	$14.25
Gas Quality Control Supervisor	$55.42	$13.75	$56.95	$14.00	$58.65	$14.25
Lead Gas Inspector	$55.42	$13.75	$56.95	$14.00	$58.65	$14.25
Welding Inspector	$49.54	$13.75	$50.91	$14.00	$52.43	$14.25
Utility Inspector Class I	$48.33	$13.75	$49.66	$14.00	$51.15	$14.25
Utility Inspector/Gas Inspector	$47.19	$13.75	$48.49	$14.00	$49.94	$14.25
Measurement and Control Mechanic	$47.19	$13.75	$48.49	$14.00	$49.94	$14.25
Gas Utility Corrosion Mechanic	$42.82	$13.75	$44.00	$14.00	$45.32	$14.25
Gas Utility Worker	$32.75	$13.75	$33.65	$14.00	$34.66	$14.25
**Field Clerk I	$42.82	$13.75	$44.00	$14.00	$45.32	$14.25
**Field Clerk II	$32.75	$13.75	$33.65	$14.00	$34.66	$14.25

* In Lieu of Benefits- LineCo and NEBF, NEAP (this amount is not applied to the base rate for the purpose of computing the overtime rates).

**Section 4.14 Mileage-Subsistence is not applicable to these classifications

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

EXHIBIT B

SAFETY SUPPLEMENT

Once each week there shall be a safety meeting on the job. The scheduled day for the safety meeting will be determined at the pre-job conference. These safety meetings shall be thirty (30) minutes in duration, shall begin as close to starting time as practicable, and shall be devoted to safety discussions. These meetings shall apply to all crews working under this Agreement as defined above. A record of this meeting shall be kept by the Steward and a report of this meeting, including all matters discussed, shall be sent to the Union office and to the employer.

A report of all accidents shall be sent to the Union office. In case of accident to the Steward, an employee designated by the Steward (other than the Foreman or employee in charge), shall submit the report.

EXHIBIT C

CLASSIFICATIONS

Senior Chief Inspector

All applicants who have seven or more years experience in the trade and are Journeyman or that can be certified by a duly constituted Local Union of the IBEW.

Typical Duties: Plan, coordinate and supervise work for the Chief Inspectors and responsible for customer contacts and successful completion of projects.

Chief Inspector

All applicants who have five or more years experience in the trade and are Journeyman or that can be certified by a duly constituted Local Union of the IBEW.

Typical Duties: Supervise Inspector crews, plan projects, order material, track material, and inspect contract crews for job quality and to insure the customer's specifications are met. To hold clearances for Gas transmission lines (If applicable).

Gas Quality Control Inspector

All applicants who have five or more years experience in the trade and are Journeyman or that can be certified by a duly constituted Local Union of the IBEW.

Typical Duties: Plan, schedule, and conduct Quality Audits, Observations and Inspections to insure successful completion of projects in accordance with customer's terms and conditions.

Lead Inspector

All applicants who have three and one-half or more years experience in the trade and are Journeyman or that can be certified by a duly constituted Local Union of the IBEW.

Typical Duties: Assist Chief Inspector with planning, scheduling, and oversight of inspection teams. Responsible for collecting, review and process of daily inspection documentation.

Welding Inspector

All applicants who have three and one-half or more years experience in the trade and are Journeyman or that can be certified by a duly constituted Local Union of the IBEW.

Typical Duties: Responsible for and performs visual welding inspections of contractors work. Inspect pipe installations, care of pipe being constructed, responsible for radiographic documents, weld numbers and assigned welder Id Numbers, etc. Perform redline/as-builts on drawings updates.

Utility Inspector – Class I

All applicants who have three or more years experience in the trade and are Journeyman or that can be certified by duly constituted Outside Gas Construction Local Union of the IBEW and has completed NACE certified course training.

Typical Duties: Inspect structures as related to gas line construction/testing and insure customer specifications are met. Including coordinate and inspect contractors work for job quality to determine structural soundness and compliance with specifications, building codes, and other regulations. Inspections may be general in nature or may be limited to a specific area, such as Gas Pipe systems, Trenching and/or Shoring.

Utility Inspector/Gas Inspector

All applicants who have three or more years experience in the trade and are Journeyman or that can be certified by duly constituted Outside Gas Construction Local Union of the IBEW.

Typical Duties: Inspect structures as related to gas line construction/testing and insure customer specifications are met. Including coordinate and inspect contractors work for job quality to determine structural soundness and compliance with specifications, building codes, and other regulations. Inspections may be general in nature or may be limited to a specific area, such as Gas Pipe systems, Trenching and/or Shoring.

Measure and Control Mechanic

An employee who is a journeyman and who is engaged in the installation, operation, and maintenance of all types of gas measurement, control and treating equipment in gas collection, transmission, storage and distribution systems, such as meters and regulators used for purchase, sale and operation purposes, all types of pneumatic controllers and their associated control valves, pneumatic transducers and computers, and all types of telemarketing equipment (excluding microwave circuits) where the basic circuitry does not include transistors.

Typical Duties: Air Purging, Gas Purging, Inert Purging, Air Mover Operations, CGI Training, Clearance Process Training and Stand-by.

Gas Utility Corrosion Mechanic

Generally all applicants who have experience as a general corrosion mechanic and have completed Corrosion Mechanic Training School or equivalent, and can be certified by a duly constituted Outside Line Construction Local Union of IBEW.

Typical Duties: The employee with direct supervision performs such duties as installing, checking, adjusting, operating and maintaining all types of corrosion control equipment and instrumentation, such as but not limited to, rectifiers, anodes, insulated fittings, volt-ohm-meters, potentiometers, recorders, and inhibitor injections systems. The work includes performing test verifying isolation of metallic underground structures, determining cathodic protection interference, restoring and maintaining cathodic protection systems and selecting cathodic protection locations. The employee may be required to maintain files and records, to outline work schedules, to provide functional guidance on all of the above activities. May work alone or with assistance of another employee. May also work with a third employee when a third employee is required for guarding a manhole or vault opening or for flagging traffic.

Gas Utility Worker

All applicants who have three and one-half or more years experience as a general utility worker, and can be certified by a duly constituted Outside Line Construction Local Union of IBEW.

Typical Duties: Perform skilled and semi-skilled work in the construction, installation, inspection, alteration, repair and maintenance fields. Assists higher labor grade employees as needed.

Field Clerk II

A Field Clerk II background and experience typically including a comprehensive knowledge of the operations and procedures of an office and performing clerical and administrative work.

Typical Duties **-** The work generally includes such duties a coordinating various functions to facilitate the completion of jobs, preparing reports, maintaining office files and records, utilizing spreadsheets to organize information, data entry, etc.

Field Clerk I

A Field Clerk I typically will need to be proficient in the operations and procedures of an office and engaging in performing clerical work and administrative work such as maintaining accurate digital records in the form of databases, spreadsheets or key technical files. A Field Clerk I may also need to be knowledgeable in the operations of various vehicles used in connection with the construction, maintenance and operation of overhead and underground facilities.

Typical Duties **-** A Field Clerk I normally assigned by a construction supervisor to clerical and administrative duties for various crews. This work may also include being assigned to drive various vehicles as required. Responsibilities may include keeping tools and materials in good order and assists with the ground work.

CONTRACTOR REFERRAL

Due to the unique combination of specialized training and experience it is understood that at this time the Union is unable to refer applicants for employment in these classification. Therefore, the Contractor will be able to hire personnel at their discretion and will notify the Union of the intent to hire by providing the employee's Name, SS #, Card # if applicable and phone number, at which time the Union will classify the employee to the proper classification and issue a job referral to the employee.