

VEGETATION MANAGEMENT INSPECTOR

AGREEMENT

BETWEEN

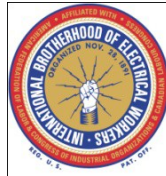
<COMPANY NAME>

AND

LOCAL UNION NO. 1245

AFL-CIO

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS



EFFECTIVE OCTOBER 1, 2021

THROUGH MAY 31, 2025

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/CONTRACTOR REFERRAL SYSTEM.....	3
LOCAL JURISDICTION.....	3
UNION SECURITY.....	4
ARTICLE III.....	5
TRANSFERS	5
EMPLOYEES NOT LOANED.....	5
DUES DEDUCTION	5
SUBCONTRACTING.....	5
NO KICK-BACKS.....	5
CONTRACTORS QUALIFICATIONS (CONTRACTORS LICENSE (“C-10”/ “A”/ B”)).....	5
CARE OF TOOLS.....	6
SOCIAL SECURITY PAYMENTS.....	6
STEWARD CLAUSE	6
ACCESS TO JOBS	6
PROMOTE ELECTRICAL INDUSTRY.....	7
CAUSE FOR CANCELLATION.....	7
ARTICLE IV.....	7
HOURS-WAGE PAYMENTS-REGULAR WORK HOURS	7
CHANGE OF WORK HOURS.....	8
SHIFT WORK.....	8
RATE OF WAGES	8
PAY DAYS AND PENALTIES	8
SHOW-UP PAY	9
MINIMUM CALL OUT	9
MEAL PERIODS	9
TRAVEL TO JOB.....	9
HOLIDAYS AND OVERTIME.....	9
EIGHT-HOUR REST PERIOD	10
HEADQUARTERS - PRE-BID AND PRE-JOB CONFERENCES.....	10
MILEAGE – SUBSISTENCE.....	10
HEADQUARTERS	10
TRANSFER OF EMPLOYEES	10
CAMP ACCOMMODATIONS	11
OFFSHORE ISLANDS.....	11
ARTICLE V.....	12

SAFETY RULES	12
VEGETATION MANAGEMENT INSPECTORS	12
OVERALLS AND GLOVES	12
ARTICLE VI.....	12
SAVINGS CLAUSE	12
ARTICLE VII.	12
SUBSTANCE ABUSE.....	12
FAVORED NATIONS.....	12
ARTICLE VIII	
HEALTH & WELFARE/PENSIONS	13
SIGNATURE PAGE	15
EXHIBIT A WAGES	16
EXHIBIT B SAFETY SUPPLEMENT	17
EXHIBIT C CLASSIFICATIONS.....	18

PREAMBLE

Agreement by and between the <Company Name> and Local Union 1245, of the International Brotherhood of Electrical Workers. As used hereinafter in this Agreement, the term "Employer" shall mean <Company Name> 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 Vegetation Management 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.

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 for Vegetation Management Projects in/on electrical and gas systems owned, maintained and operated by Pacific Gas & Electric Companies (PG&E) that shall include:

In connection with all of the above items, it is understood the scope of this Agreement shall include Vegetation Management work not only routine maintenance work but shall also govern new construction and special project work.

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 October 1, 2021, and shall remain in effect until May 31, 2025 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 desiring to change or terminate this Agreement must provide written notification to the other party 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.) 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

STEP ONE: A Grievance must be filed no later than five (5) days after the date of action complained of or the date employee became aware of the incident, which is the basis for the Grievance, whichever is later.

STEP TWO: All Grievances shall be presented orally by the aggrieved employee and/or a Shop Steward or a Union Business Representative to the aggrieved employee's immediate supervisor or, if unavailable, Employer Representative. Both parties shall put forth their best efforts to resolve the Grievance at this level within seventy-two (72) hours. If the Grievance is not resolved within seventy-two (72) hours of the oral discussion, Step Three shall be followed.

STEP THREE: In the event that the Grievance is not settled by the procedure in Step Two, the Union Business Representative shall, not later than ten (10) calendar days after the completion of Step Two, present the Employer with the Grievance in written form, with a copy to Employer's West Region Vice President, setting forth the following:

- a. A statement of the Grievance and the facts upon which it is based.
- b. The Section or Sections of the Agreement relied upon or claimed to have been violated.

- c. The remedy or correction which is desired.

In the event either party desires a meeting to discuss the Grievance, the parties shall meet within ten (10) calendar days from receipt of said Grievance for the purpose of discussing the Grievance. The party served with written notice of the Grievance shall within ten (10) calendar days after the aforementioned meeting, or in the event no meeting is held within ten (10) calendar days after the receipt of the Grievance, answer the Grievance in writing.

STEP FOUR: In the event the Grievance is not settled in Step Three, it shall be referred to the Labor-Management Committee.

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

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.

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 vegetation management 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/CONTRACTOR REFERRAL SYSTEM

2.03 Due to the unique combination of specialized training and experience, it is understood that the at this time the Union is unable to refer applicants for employment in these classifications. 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 employees' a new union membership package and have the employee initiate with the union per the requirements under 2.05 Union Security language of this agreement. The Union will classify the employee to the proper classification based on the employer's vetting process.

LOCAL JURISDICTION

2.04 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 California:

Alameda
Alpine
Amador

Marin
Mariposa
Mendocino

Santa Clara
Santa Cruz
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	

*Work performed in Kern, Tulare, Kings and Santa Barbara Counties are covered under the jurisdiction of this agreement provided the work being performed are for Pacific Gas and Electric Company.

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.

UNION SECURITY

- 2.05 (a) All employees covered by the terms of this Agreement shall be required to become and remain members of the Union or to pay an Agency Fee in lieu thereof as a condition of employment from and after the thirty-first (31st) day following the date of their employment, or the effective date of this Agreement, whichever is later.
- (b) An employee who is or who becomes a member of the Union shall, as a condition of employment, maintain his membership in the Union.
- (c) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of provision of this Article.
- (d) Company shall deduct from their wages and remit to the proper officers of Union, the membership dues of the members of Union as provided in Subsection 2:1 who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union.
- (e) Upon written request from the Union, the Company shall within thirty-one (31) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.
- (f) If any dispute arises under the provisions of this Article; it shall be adjudicated under the grievance procedure provided for in this Agreement.
- (g) Company and the Union shall not discriminate against any employee because of his membership in Union or his activity on behalf of Union.
- (h) The Business Manager of the Union and/or his representatives shall have access to the Company's properties during regular working hours for the purpose of transacting Union business. The Union shall furnish the Company with a list of such representatives who shall be furnished with proper identification. This privilege shall not be abuses by the Union, nor shall the Union interfere with normal work of the Company.
- (i) Company shall provide all new employees with appropriate membership application forms on the first day of employment. All materials necessary to accomplish the above including postage shall be furnished to the Company by the Union. Company will furnish the Union on a quarterly basis with the name, address and social security number of all new employees or those returning from an extended leave of absence (i.e., LTD, Family Medical Leave, etc.) covered by this Agreement.

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.

EMPLOYEES NOT LOANED

3.02 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

3.03 The Employer agrees to deduct and forward by the fifteenth (15th) of the month for the prior months hours 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

3.04 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

3.05 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”))

3.06 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.

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

3.07 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

3.08 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

3.09 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 have obtained membership with the IBEW.
- b.) Assist in seeing that the working conditions of this Agreement are adhered to by both the Employer and the employee.
- c.) 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, when appointed in accordance with the foregoing provisions, shall remain on the job until such time as the job is completed.

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

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

3.11 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

3.12 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

3.13 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, 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 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.

The Employer shall not discriminate against employees regarding hire or tenure of employment by reason of Union membership; provided, however, all workers, members of the Union or otherwise, shall be classified and receive the wage scale as provided in this collective bargaining agreement.

ARTICLE IV.

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.

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 and one half (1-½) hours, 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- and one-half hours (1-1/2) 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 the overtime rate specified under 4.11 of this agreement.

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.

Splitting Shifts / Alternative Work Schedule

The above designated shift times may be modified from the designated start times to allow a designated modified shift. When these designated shifts are modified employees will be paid at the third shift (Graveyard) rate and will receive eight (8) hours pay at the regular hourly rate plus 15% for seven hours worked.

All other requirements specified above under the shift work language will remain in effect under this provision.

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 workday of the week. The payroll period shall end on Sunday at 12:00 Midnight. In the event an employee doesn't receive his/her paycheck 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 paycheck 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 workday to pick up their personal tools.

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 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.

MINIMUM CALL OUT

4.07 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

4.08 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 mealtime 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

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

All employees are required to have and maintain a Valid Class C Driver's License.

All employees will be required to participate in the Company's DMV pull notice program to validate employee's valid driver's license, when the job description requires it.

HOLIDAYS AND OVERTIME

4.10 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, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following, and Christmas Day, or days celebrated as such, shall be paid for at double the regular straight-

time rate of pay.

EIGHT-HOUR REST PERIOD

4.11 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 workday back, so employees can have the eight (8) hour rest period.

HEADQUARTERS - PRE-BID AND PRE-JOB CONFERENCES

4.12

- 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

4.13

- a) All employees shall receive a subsistence allowance of \$50.00 for each day worked 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 for each day worked.
- 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

4.14

- 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

4.15 At least three (3) regular workdays' 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

4.16 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

4.17 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.

VEGETATION MANAGEMENT INSPECTORS

5.02 Vegetation Management Inspectors employed under the terms of this Agreement shall provide themselves with the basic hand tools associated with the trade.

OVERALLS AND GLOVES

5.03 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

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.

SUBSTANCE ABUSE

7.01 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, as well as Employer's Client contracts. Such contracts, 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 Employer shall implement an area-wide Substance Abuse Testing Policy.

FAVORED NATIONS

7.02 If the Union grants to any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract with any wages and/or fringe benefits less favorable to the employees covered under such an agreement than any wage and fringe benefits applicable to employees covered under the instant Agreement, the Company or its successors or assigns, may at the Employer's option, incorporate into the instant Agreement any of the wages and/or fringe benefits provided for in such other contract without regard to any geographic limitations contained in such other contract. Said incorporation of more favorable terms into the instant Agreement may be done at any time by the Employer informing the Union in writing of said incorporation, and may, at the sole discretion of the Employer, be applied to any or all of the employees covered under this Agreement regardless of geographic location.

If the Union negotiates with any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract with any wages and/or fringe benefits more favorable to the employees covered under said agreement than any wage and/or fringe benefits applicable to employees covered under the instant Agreement, the Company or its successors and assigns shall, upon written demand by the Union, bargain in good faith regarding increasing the wages and/or fringe benefits in the instant Agreement to the amount of any of the wages and/or fringe benefits contained in

such other agreement, without regard to any geographic limitation contained in such other agreement. All provisions of this Agreement and any extensions or amendments thereto, shall remain in full force and effect throughout any bargaining pursuant to this Article.

In order to facilitate the operation of this Article, the Union agrees to furnish the Employer with copies of all collective bargaining agreements and any addendums in any geographic area covered by this Agreement between the Union and other employers which are or hereafter may become effective during the term of this Agreement.

ARTICLE VIII

HEALTH AND WELFARE / PENSIONS

8.01 The parties signatory hereto shall enter into a Health and Welfare Plan for which there is a Trust Agreement, known as the Line Construction Benefit Fund, for the purpose of providing insurance benefits for eligible employees and/or their dependents.

The Employer shall pay to the Line Construction Benefit Fund the sum of six dollars and seventy-five cents (\$6.75) effective January 1, 2021, and seven dollars (\$7.00) effective January 1, 2022, for each hour worked by all such employees through December 31, 2022. Employee shall be responsible for any increase occurring on or **before January 1, 2025**. Hours worked shall be deemed to include straight-time hours worked, overtime hours worked, and report time not worked.

Remittance shall be forwarded to the place designated by the parties hereto on or before the fifteenth (15th) day of each month for each hour worked in weekly payroll periods ending during the preceding month, together with a monthly payroll report on a form to be furnished to the Employer.

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

Failure of an individual Employer to make all payments provided for, including liquidated damages for late payments, within the time specified, shall be a breach of this Agreement and will further require action by the Trustees as set forth in the Trust Agreement.

The amount paid by the Employee will come from their NEAP contribution.

NATIONAL ELECTRICAL ANNUITY PLAN

8.02 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 to the specific contribution amounts set forth on the attached Exhibit A with a minimum contribution amount of fifty cents (\$.50)) (the contribution obligation) together with a completed payroll report prescribed by the NEAP. The

payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees 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 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.

The required NEAP contribution is to be paid on all hours worked. 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.

The required NEAP contribution is to be paid on all hours worked.

NATIONAL EMPLOYEES BENEFIT FUND

8.03 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 this labor agreement.

ADMINISTRATIVE MAINTENANCE FUND (AMF)

8.04 All employer's signatory to this labor agreement shall contribute .1% of their gross monthly payroll payable (capped at \$3,000,000 in paid gross payroll per calendar year) to the Administrative Maintenance Fund for each hour worked by each employee covered by this Agreement. The monies are for the purpose of administration of the monthly payroll reporting system [ePR system], including but not limited to setting up the employers in the system, answering questions, processing reports, troubleshooting, and managing the entire process. The Administrative Maintenance Fund contributions shall be submitted with all other fringe benefits covered by this Labor Agreement by the 15th of the month. This fund shall be administered solely by the Western Line Constructors Chapter, Inc. NECA [Chapter] and will not be used to the detriment of the Local Union or the IBEW. Enforcement for delinquent payments to this fund shall be the sole responsibility of the Chapter.

SIGNATURE PAGE

SIGNATURE PAGE

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

Signed for <Company Name>

Robert L. Dean, Jr.
Business Manager

John Doe
President

**EXHIBIT A
WAGE EXHIBIT**

Classifications	6/1/2021				6/1/2022				6/1/2023				6/1/2024			
	Wages	*Lineco	NEBF	NEAP	Wages	*Lineco	NEBF	NEAP	Wages	*Lineco	NEBF	NEAP	Wages	*Lineco	NEBF	NEAP
	3%		3%		3.75%		3.00%		3.75%		3.00%		3.75%		3.00%	
Senior Vegetation Management Inspector	\$43.46	\$6.75	\$1.30	\$2.81	\$45.09	\$7.00	\$1.35	\$2.92	\$46.78	\$7.00	\$1.40	\$3.29	\$48.53	\$7.00	\$1.46	\$3.67
Vegetation Management Inspector (End of 1 yr.)	\$37.34	\$6.75	\$1.12	\$1.47	\$38.74	\$7.00	\$1.16	\$1.53	\$40.19	\$7.00	\$1.21	\$1.84	\$41.70	\$7.00	\$1.25	\$2.17
Vegetation Management Inspector (Start)	\$35.17	\$6.75	\$1.06	\$0.98	\$36.48	\$7.00	\$1.09	\$1.03	\$37.85	\$7.00	\$1.14	\$1.32	\$39.27	\$7.00	\$1.18	\$1.64
<i>* Lineco rates are effective January 1 of each year of the agreement.</i>																
<i>If Lineco rates increase in years 2023-2025 the increases will be taken out of the NEAP</i>																
<i>If the Lineco increase is more than \$0.25cents each year the difference above \$0.25cent will be split 50/50 between Employer and Employee.</i>																
<i>The Employee share would also come out of NEAP.</i>																

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 Vegetation Management Inspector (SR VMI)

Must meet one of the experience requirements below:

Performs direct oversight of Vegetation Management work conducted on Electric Distribution or Transmission systems. Responsibilities include overseeing field safety, work quality, customer relations, public safety, permit compliance, and Contractor performance. Job duties are outlined below:

- Liaison to the Contractors to resolve obstacles to the completion of the work in a safe, cost effective, efficient, timely, and productive manner, such as managing time and expenses (T&E) in the field, in order to minimize rework and drive quality.
- Maintains personnel stay focused on the assigned job and the appropriate equipment is used. May approve scheduling and scope changes in the field with PG&E management and Contractors as required.
- Encourages public, contractor, and employee safety on site at all times by promoting positive leadership, positive safety culture, good catches, exhibiting an absolute commitment to safety for self and others, and by ensuring all applicable safety rules, regulations and standards are followed. Performs and documents Safety Observations and Good Catches.
- May audit work performed by VM Inspectors to ensure compliance with applicable standards.
- May assist with the training and onboarding of VM Inspectors.

MINIMUM QUALIFICATIONS:

- High School diploma or GED
- Required to maintain a Class C driver's license.
- Must meet one of the experience requirements below:
 - Five (5) years of experience as a tree crew climber/tree crew foreman with at least two (2) years of line clearance certification **OR**
 - Five (5) years of experience as a Vegetation Management Inspector and Certified Arborist **OR**
 - Five (5) years of experience as a Registered Professional Forester **OR**
 - Five (5) years of experience as a Utility Inspector or higher classification with at least one (1) year of vegetation management experience **OR**
 - Four (4) years of Military Service with honorable discharge and at least one (1) year additional year of vegetation management inspection experience

Must Successfully Complete all Training in order to progress into Sr VM Inspector or if hired directly into a Sr VM Inspector position must Successfully Complete all Training:

- OSHA 30-hour construction safety overview (Must be completed within six months of start date)
- Certified Tree Safety Professional (CTSP) or Certified Arborist (CA) from the International Society of Arborist with a Tree Risk Assessment Qualified (TRAQ) certificate. (Must be completed within six months of test eligibility)
- 911 Standby training (Must be completed within one month of start date)
- Working knowledge of QA/QC (Must be completed within one month of start date)
- Computer training (e.g. completion of forms, uploading of documents, accessing GIS) (Must completed within one month of start date)

Vegetation Management Inspector (VMI)

Qualifications must fulfill the general requirements and at least one experience / education requirement below:

MINIMUM QUALIFICATIONS:

- High School diploma or GED **AND**
- Required to maintain a Class C driver's license **AND** must meet one of the experience levels below:

Experience / education requirements (must meet one):

One (1) year of related arboricultural experience, **OR**

- ISA Certified Arborist, **OR**
- 2-year or 4-year college degree in a related field
- Spanish Speaking is a plus.

Performs a variety of vegetation management duties under the leadership of a supervisor, job duties are outlined below:

Primary Duties:

- **Patrolling:** perform circuit patrols in accordance with the annual VM plan, VM patrol standards and processes. identifying required tree work along the existing PG&E rights-of- way; prescribing tree work to be performed; document inspection done.
- Notifying property owners/agencies when tree work will occur and obtaining any necessary authorizations from the property owners/agencies to perform the tree work.
- May do work verification inspections of locations for tree work completion.
- **Tree-Related Outages:** May perform investigation and documentation of tree-related outages and attending outage meetings as requested.
- **Tag Work:** When assigned perform tracking, field checking, prescribing of work, and notifying of customers associated with non-routine locations. These locations may come from Electric Corrective (EC/LC) notifications, Gas OCW notifications, Customer Care & Billing (CC&B) Cases, or as assigned. Close out CC&B cases in the field after fielding the case.
- **Emergency Response:** May support emergency response such as directed by OEC, or level one operations. Such as dispatching tree crews, field checking sites, first responder stand-by agreements.
- Primarily works independently as instructed by Supervisor.
- Supports oversight of vegetation projects, including field operations such as tree assessment, tree trimming, and other work as required.
- Supports the compliance with vegetation management program scope, contract adherence, and PG&E standards and specifications over the entire PG&E service territory.
- Participates in Contractor safety and tailboard meetings to ensure crews follow Company and regulatory (e.g. OSHA) safety, standards and work procedures. Vegetation Management Inspectors are authorized and expected to suspend Contractor work when necessary.
- Acts as a customer relations representative on behalf of PG&E.
- On site supports the coordination between Contractors, Communities, Agencies, First Responders, and all other PG&E workgroups & stakeholders that may be involved in the successful completion of the vegetation project.
- Ensures compliance with all applicable regulations which may include, but are not limited to: Annual permits, Encroachment permits, Traffic Control Plans, railroad permits, Caltrans permits, and environmental protection measures as documented on Environmental Release to Construction.
- Proficient in electronic devices and documentation proficiency. As assigned, completes electronic and paper- based documentation and reporting.

All VM Inspectors are required to complete the following training within the first year of employment:

- 911 Standby training
- Pre-Inspector Structure Learning Path (SLP)