

**IBEW 47, 465, 1245 TREE TRIMMING AGREEMENT
TENTATIVE AGREEMENT SUMMARY**

1. Term of Agreement: Term of agreement 5 year, June 1, 2022, through October 1, 2026. Normal 6/1 through 5/31 until final year extend through September 30th on final year. This will allow the OSL Construction Agreement to be complete
2. Article 2:6 – Grammatical Change – Change “abuses” to “abused” on Line 4
3. Article 3:1 – Grammatical Change – Change “advance” to “advanced” on Line 8
4. Article 3:1 – Grammatical Change – Change “meet the operational need” to “meet operational needs”
5. Article 3:1 – Change “30 minutes” to “60 minutes”:
The regular hours of work may be changed by the Company at the request or direction of the public utility or governmental authorities, and by mutual agreement between the Company and the Union. The Company may change the start times by 30 minutes in either direction of the regular start time to meet the operational need without union approval. ***Company may change start times up to 60 minutes in either direction but agrees to provide one weeks’ notice of this change in work schedule and shall be effective for a minimum of one (1) full week.*** Such a change in the regular hours of work shall not be deemed to require the payment of overtime.
6. Article 3:1 – Meal period and rest period clarification
The regular hours of work for all employees shall be from 7:00 a.m. to 3:30 p.m. with an unpaid meal period of thirty (30) minutes for lunch to start between the fourth (4th) and fifth (5th) hour shall constitute a workday; two (2), fifteen (15) minute breaks will be allowed per (8) hour day and every (4) hours thereafter or major infraction thereof. This break time provision applies to all work schedules under this Agreement.
7. Article 3:3 – Overtime and recognized holiday clarification:
Overtime and Recognized Holidays. 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, shall be paid for at double (2x) the regular straight-time rate of pay. Holidays ~~(except for Veteran's Day and those listed in Section 11.1)~~ falling on Saturdays and Sundays ~~do not~~ require the Employer to observe those holidays on a Friday or on Monday and the employees will ~~not~~ receive premium time compensation on those Fridays or Mondays if worked.
8. Article 3.5(b) - Prearranged Overtime: When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time; (b) on non-workdays or on holidays he shall be paid overtime compensation for actual work time. For the purpose of this section,

prearranged work is deemed to be work for which advance notice has been given prior to the end of the employee's normal work hours on the preceding day. **Company agrees to make a good faith effort to provide employees with as much notice as possible, with a goal of 48 hours, of any pre-arranged overtime.**

9. Move 11:4 and insert it as a new 3:4 with the following changes:
~~11:4~~ **3:4** ~~Notwithstanding Section 11:1,~~ *Employee may be required to work on the above designated holidays which fall on their workdays at the applicable OT rate.*
10. Adding "(a) insubordination" to 2:9 (b) of Management Rights
11. Remove Articles 11:1, 11:2, 11:3 and move 11:4 to 3:4 as seen above
12. Commercial Driver's License Clarification
14:6 Company requires all Foremen, Climbers and Trainees to have and maintain a Commercial Drivers License (**Class A or B**) as a condition of employment. All ~~Foremen~~, Climbers and Trainees will receive an additional \$.10 per hour above their pay classification for maintaining a Commercial Drivers License. The Company will provide a truck for testing purposes. All ~~Foremen~~ and Top Climbers shall receive an additional \$0.13 an hour above their classification pay for maintaining a Commercial Drivers License with airbrake endorsement (this is equal to \$270.40 per year if the employee is compensated for every straight-time hour within a year).
13. Clean up language on the training fund
14:8 Training: During the term of this Agreement IBEW Local #1245 and <COMPANY NAME> shall ~~establish~~ **maintain** a training fund and program for Line Clearance Workers. Such program may include other jurisdictions of the IBEW within California and other contractors. Any contribution into this Fund shall be taken from the wage rates or NEAP contributions contained in this collective bargaining. ~~Agreement effective June 1, 2020.~~
14. Article 15:2 – change "seven (7) calendar days" to "**ten (10) working days**"
15. Article 15:3
 - a. First paragraph - Change "*fifteen (15) calendar days*" to "**ten (10) working days**"
 - b. Second paragraph – Change "*fifteen (15) calendar days*" to "**ten (10) working days**"
16. Article 15:4 – Change "*thirty (30) days*" to "**thirty (30) calendar days**"
17. Article 15:5 – Change "*twenty-one (21) days*" to "**fifteen (15) working days**"
18. Article 16:1 – LINECO is now **\$7.00** an hour, with a stated adjustment to the NEAP. LINECO amount should be changed to reflect the new amount for this agreement.

19. Appendix A - Wage rates, NEAP, and JATC contributions need to be updated to reflect changes that took effect on January 1, 2022 and show the JATC contribution amounts for each classification.
20. Include AMF Language

**ARTICLE XIX
ADMINISTRATIVE MAINTENANCE FUND (AMF)**

19:1 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.

Note: This equates to a cap of **\$3,000** on any one Contractor reporting under these non-NECA Agreements.

21. Voluntary Termination:

Voluntary Terminations: A worker must work four (4) hours or until noon whichever is later, to be entitled to subsistence for the day. **Or** who are not allowed to work, upon the decision of the employer.

22. Article 7:7 – Bereavement leave

7.7 Any employee who is called upon to be absent from duty due to a death in his/her immediate family shall be excused, without pay, for a reasonable time, not to exceed ~~three (3)~~ **Five (5)** days, in order to permit him to make arrangements for and to attend the funeral. "Immediate family," as used in this paragraph, means the employee's father, father-in-law, mother, mother-in-law, son, daughter, brother, sister, husband, wife, grandmother, grandfather, stepfather, stepmother, stepson, or stepdaughter. **If more than three (3) days are needed, the company agrees to allow up to two (2) additional bereavement days off that will be charged to employees available floating holidays or unpaid vacation time to cover the absence.**

23. Pole Brushing Transfer Clarification

9.6 Pole Brushing employees may submit a written request for transfer to the Trimmer Trainee classification. The Employer agrees to give first consideration to such employees when hiring for the Trimmer Trainee classification. Employees on the Tree Trimming department may submit a written request for transfer to the Pole Brushing classification. The Employer agrees to give first

consideration to such employees **that are qualified** when hiring for the Pole Brushing classification **and be limited to positions that are open and available.**

24. Article 14:8 Insert JATC Training language which was all signed by addendum

25. Wages and Benefit Package:

In accordance with SB 247 all classifications will receive the following: There are minor increase to the NEAP contributions which vary per classifications, see attached wage exhibits. This will be retro to June 1, 2022 for compliance.

June 1, 2022: Wages: 7.00% ;

June 1, 2023: Wages: 4.50% ; HRA: \$0.10

June 1, 2024: Wages: 4.25% ; HRA: \$0.10

June 1, 2025: Wages: 3.00% ; HRA: \$0.10

June 1, 2026: Wages: 3.00% ; HRA: \$0.10



IBEW 1245

THE POWER IS IN OUR HANDS

CLASSIFICATION	DATE	CURRENT PACKAGE				TENTATIVE AGREEMENT - 2022-2026							
		1/1/2022				6/1/2022				6/1/2023			
		WAGES	NEAP	HRA	TOTAL	WAGES	NEAP	HRA	TOTAL	WAGES	NEAP	HRA	TOTAL
Foreperson with CDL	112%	\$ 41.09	\$ 10.03	\$ 1.00	\$ 52.12	\$ 43.97	\$ 10.10	\$ 1.00	\$55.05	\$ 45.95	\$ 10.10	\$ 1.10	\$ 57.13
Foreperson without CDL	107%	\$ 39.26	\$ 10.03	\$ 1.00	\$ 50.29	\$ 42.01	\$ 10.10	\$ 1.00	\$53.09	\$ 43.90	\$ 10.10	\$ 1.10	\$ 55.08
Journeyman Tree Trimmer	100%	\$ 36.69	\$ 10.03	\$ 1.00	\$ 47.72	\$ 39.26	\$ 10.10	\$ 1.00	\$50.36	\$ 41.02	\$ 10.10	\$ 1.10	\$ 52.23
Trimmer Trainees													
After 12 Months	90%	\$ 33.02	\$ 8.85	\$ 1.00	\$ 42.87	\$ 35.33	\$ 8.96	\$ 1.00	\$45.29	\$ 36.92	\$ 8.96	\$ 1.10	\$ 46.98
6 to 12 Months	80%	\$ 29.35	\$ 7.68	\$ 1.00	\$ 38.03	\$ 31.41	\$ 7.81	\$ 1.00	\$40.22	\$ 32.82	\$ 7.81	\$ 1.10	\$ 41.73
Start	70%	\$ 25.68	\$ 6.50	\$ 1.00	\$ 33.18	\$ 27.48	\$ 6.66	\$ 1.00	\$35.15	\$ 28.72	\$ 6.66	\$ 1.10	\$ 36.48
Ground person after 6 Months	65%	\$ 23.85	\$ 1.40	\$ 1.00	\$ 26.25	\$ 25.52	\$ 1.58	\$ 1.00	\$28.09	\$ 26.67	\$ 1.58	\$ 1.10	\$ 29.34
Ground person Start	60%	\$ 22.01	\$ 0.72	\$ 1.00	\$ 23.73	\$ 23.55	\$ 0.91	\$ 1.00	\$25.47	\$ 24.61	\$ 0.91	\$ 1.10	\$ 26.63
Specialized Tree Equipment Operator (Journeyman Tree Trimmer)	107%	\$ 39.26	\$ 10.03	\$ 1.00	\$ 50.29	\$ 42.01	\$ 10.08	\$ 1.00	\$53.09	\$ 43.90	\$ 10.08	\$ 1.10	\$ 55.08
Specialized Tree Equipment Operator (Not a Journeyman Tree Trimmer)	90%	\$ 33.02	\$ 8.85	\$ 1.00	\$ 42.87	\$ 35.33	\$ 8.96	\$ 1.00	\$45.29	\$ 36.92	\$ 8.96	\$ 1.10	\$ 46.98
Brush Crew Foreperson	70%	\$ 25.68	\$ 6.50	\$ 1.00	\$ 33.18	\$ 27.48	\$ 6.66	\$ 1.00	\$35.15	\$ 28.72	\$ 6.66	\$ 1.10	\$ 36.48
VC Tech 1	60%	\$ 22.01	\$ 0.72	\$ 1.00	\$ 23.73	\$ 23.55	\$ 0.91	\$ 1.00	\$25.47	\$ 24.61	\$ 0.91	\$ 1.10	\$ 26.63
VC Tech 2	65%	\$ 23.85	\$ 1.40	\$ 1.00	\$ 26.25	\$ 25.52	\$ 1.58	\$ 1.00	\$28.09	\$ 26.67	\$ 1.58	\$ 1.10	\$ 29.34
VC Tech 3	70%	\$ 25.68	\$ 4.24	\$ 1.00	\$ 30.92	\$ 27.48	\$ 4.40	\$ 1.00	\$32.89	\$ 28.72	\$ 4.40	\$ 1.10	\$ 34.22
VC Tech 4 (Grandfathered)	75%	\$ 27.52	\$ 4.31	\$ 1.00	\$ 32.83	\$ 29.44	\$ 4.46	\$ 1.00	\$34.91	\$ 30.77	\$ 4.46	\$ 1.10	\$ 36.33

CLASSIFICATION	DATE	6/1/2024				6/1/2025				6/1/2026			
		WAGES	NEAP	HRA	TOTAL	WAGES	NEAP	HRA	TOTAL	WAGES	NEAP	HRA	TOTAL
		Foreperson with CDL	112%	\$ 47.90	\$ 10.10	\$ 1.20	\$ 59.18	\$ 49.34	\$ 10.10	\$ 1.30	\$ 60.72	\$ 50.82	\$ 10.10
Foreperson without CDL	107%	\$ 45.76	\$ 10.10	\$ 1.20	\$ 57.05	\$ 47.14	\$ 10.10	\$ 1.30	\$ 58.52	\$ 48.55	\$ 10.10	\$ 1.40	\$ 60.03
Journeyman Tree Trimmer	100%	\$ 42.77	\$ 10.10	\$ 1.20	\$ 54.07	\$ 44.05	\$ 10.10	\$ 1.30	\$ 55.46	\$ 45.37	\$ 10.10	\$ 1.40	\$ 56.88
Trimmer Trainees													
After 12 Months	90%	\$ 38.49	\$ 8.96	\$ 1.20	\$ 48.65	\$ 39.65	\$ 8.96	\$ 1.30	\$ 49.90	\$ 40.84	\$ 8.96	\$ 1.40	\$ 51.19
6 to 12 Months	80%	\$ 34.21	\$ 7.81	\$ 1.20	\$ 43.23	\$ 35.24	\$ 7.81	\$ 1.30	\$ 44.35	\$ 36.30	\$ 7.81	\$ 1.40	\$ 45.51
Start	70%	\$ 29.94	\$ 6.66	\$ 1.20	\$ 37.80	\$ 30.84	\$ 6.66	\$ 1.30	\$ 38.80	\$ 31.76	\$ 6.66	\$ 1.40	\$ 39.83
Ground person after 6 Months	65%	\$ 27.80	\$ 1.58	\$ 1.20	\$ 30.58	\$ 28.63	\$ 1.58	\$ 1.30	\$ 31.51	\$ 29.49	\$ 1.58	\$ 1.40	\$ 32.47
Ground person Start	60%	\$ 25.66	\$ 0.91	\$ 1.20	\$ 27.77	\$ 26.43	\$ 0.91	\$ 1.30	\$ 28.64	\$ 27.22	\$ 0.91	\$ 1.40	\$ 29.54
Specialized Tree Equipment Operator (Journeyman Tree Trimmer)	107%	\$ 45.76	\$ 10.08	\$ 1.20	\$ 57.05	\$ 47.14	\$ 10.08	\$ 1.30	\$ 58.52	\$ 48.55	\$ 10.08	\$ 1.40	\$ 60.03
Specialized Tree Equipment Operator (Not a Journeyman Tree Trimmer)	90%	\$ 38.49	\$ 8.96	\$ 1.20	\$ 48.65	\$ 39.65	\$ 8.96	\$ 1.30	\$ 49.90	\$ 40.84	\$ 8.96	\$ 1.40	\$ 51.19
Brush Crew Foreperson	70%	\$ 29.94	\$ 6.66	\$ 1.20	\$ 37.80	\$ 30.84	\$ 6.66	\$ 1.30	\$ 38.80	\$ 31.76	\$ 6.66	\$ 1.40	\$ 39.83
VC Tech 1	60%	\$ 25.66	\$ 0.91	\$ 1.20	\$ 27.77	\$ 26.43	\$ 0.91	\$ 1.30	\$ 28.64	\$ 27.22	\$ 0.91	\$ 1.40	\$ 29.54
VC Tech 2	65%	\$ 27.80	\$ 1.58	\$ 1.20	\$ 30.58	\$ 28.63	\$ 1.58	\$ 1.30	\$ 31.51	\$ 29.49	\$ 1.58	\$ 1.40	\$ 32.47
VC Tech 3	70%	\$ 29.94	\$ 4.40	\$ 1.20	\$ 35.54	\$ 30.84	\$ 4.40	\$ 1.30	\$ 36.54	\$ 31.76	\$ 4.40	\$ 1.40	\$ 37.57
VC Tech 4 (Grandfathered)	75%	\$ 32.08	\$ 4.46	\$ 1.20	\$ 37.74	\$ 33.04	\$ 4.46	\$ 1.30	\$ 38.80	\$ 34.03	\$ 4.46	\$ 1.40	\$ 39.89