OSMOSE UTILITIES SERVICE, INC.

AND

LOCAL UNION NO. 1245

AFL-CIO

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

POLE TREATMENT AND RESTORATION AGREEMENT

EFFECTIVE JANUARY 1, 2026, THROUGH DECEMBER 31, 2030

AGREEMENT

This Outside Pole Treatment and Restoration Agreement is entered into by and between Osmose Utilities Service, Inc. (hereinafter referred to as the "Employer" or "Company") and Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO (hereinafter referred to as the "Union").

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

PREAMBLE

For the purposes of collective bargaining with respect to rates of pay, wages, hours, and other conditions of employment, the Company recognizes the Union as the exclusive representative of those employees who are employed by the Company performing work covered under the Scope of this Agreement.

ARTICLE I
SCOPE OF WORK

1:1 Groundline evaluations, treatment, restoration and minor repair (to GO 95 guidelines) of standing wood utility poles on properties of Pacific Gas and Electric Company, Liberty Utilities, as well as other Electrical Municipalities, Irrigation Districts or any other Public works, prevailing wage projects related to the distribution and transmission systems owned or maintained. This work shall be done by skilled personnel that have been formally trained in this specific field. The work will include the strength repair designated reject poles using various generic mechanical products. Minor repair would include the replacement of defective or missing designated items such as guy guards, molding, pole numbers, high voltage signs, etc.

1:2 Disputes concerning the interpretation, application, or enforcement of any term of this Agreement, including exhibits thereto, letters of agreement, and formal interpretations and clarifications executed between the parties, or whether a matter is a proper subject for the grievance procedure, shall be subject to the grievance procedures as set forth in Article VIII. Apart from matters set forth in Article XII (PAGA), the grievance procedure shall be the sole and exclusive means by which such disputes are adjudicated and resolved.

ARTICLE II
MANAGEMENT RIGHTS

2:1 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 or Senior Technician, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with the Agreement, in requiring all employees to observe all safety regulations and in discharging employees for proper cause.

The Employer retains the exclusive right to select individuals for the prescribed on-the-job training program, which includes written and oral testing to the Employer's satisfaction.

ARTICLE III
TERM OF AGREEMENT

3:1 This Agreement shall take effect January 1, 2026, and shall remain in effect until December 31, 2030.

3:2 Changes:

(a) Either party desiring to change or terminate this Agreement must notify the other in writing at least 180 days prior to the anniversary date. Negotiations shall start no later than July 15, 2030.

(b) Whenever, notice is given for changes, the nature of the changes must be specified in the notice.

3:3 Favored Nations: The Union agrees that if, during the life of this Agreement, it grants to any other Employer on work covered by this Agreement any better terms or conditions than those set forth in this Agreement, or any other Agreement for this scope of work, such better terms and/or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

ARTICLE IV
EMPLOYER RIGHTS – UNION RIGHTS

4:1 CONTRACTOR QUALIFICATIONS: Certain qualifications, knowledge, experience and financial responsibility are required of everyone desiring to be an employer in the Utility Industry. An employer who contracts for utility work is a firm (sole Proprietorship, partnership or corporation) whose principal business is that of UTILITY CONTRACTING, having these qualifications, and maintaining a permanent place of business, and a suitable financial status to meet payroll requirements. The Employer's place of business shall be manned during the regular working hours or have connected thereto a telephone answering service.

LICENSE: Members of the Union, except those meeting the requirement of "Employer" as defined herein, shall not contract for any electrical work. Any member of the I.B.E.W. possessing any valid state contractors' license while subject to employment under terms of this Agreement shall maintain same on an inactive status.

4:2 STEWARD: Stewards may be appointed for all shops and sites, and the Union shall notify the Employer, in writing, the name of any Steward so appointed. Stewards may be appointed by, may be removed by, are subject to the authority of and shall report to the Business Manager. Employers have the right to discharge a Steward, but discharge shall not take place until after the Business Manager has been given forty-eight (48) hours' notice, which shall be confirmed in writing. Disagreement on layoff shall be subjected to the grievance provision of this Agreement.

4:3 UNION REMOVAL: This Agreement does not deny the right of the Union or its representative to render assistance to Trust Funds of this Agreement by removal of its members from jobs when necessary

and when the Union or its proper representative decide to do so, but no removal shall take place until forty eight (48) hours written notice, excluding Saturday and Sunday, is first given to the Employer involved.

4:4 CANCELLATION: Local Union 1245 is a part of the International Brotherhood of Electrical Workers and any violation or annulment, of the Agreement of this, or any other Local Union of the, International Brotherhood of Electrical Workers by the Employer will be determined by the, International Office of the Union. The Employer further agrees that he will not sublet, assign, or transfer any work covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination, has been made by, the representatives of the parties hereto that such action is not in conflict with the preceding sentence.

4:5 EQUIPMENT SIGNS: All Employer equipment using public streets and driven by workmen under the terms of this Agreement shall bear permanent identifications signs, seals, decals, or stickers in an area visible from the outside of the said equipment. These signs shall not be magnetic.

4:6 AGREEMENT CHANGES: 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.

4:7 STRIKE OR WORK STOPPAGE: There shall be no stoppage of work either by strike or lockout because of any matters relating to this Agreement. All such matters must be handled as stated herein.

4:8 UNION SECURITY: On the thirty-first day following the effective date of this Section of the Agreement or on the thirty-first day following the beginning of employment with the Employer, whichever is later, membership in the Union shall be required with each employee in the bargaining unit as a condition of employment subject to the provisions of Section 8 (a) (3) of the Labor-Management Relations Act, 1947, as amended. This provision shall be operative in the States in which such provision is permitted by State Law

4:9 DUES DEDUCTION: 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 I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved Local Union bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

4:10 HARMLESS: The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

The employer agrees to furnish new employees with union package, provided by the union. The employer will notify the union within 30 days of hire, the names and addresses of these new employees.

4:11 DUES DEDUCTION AUTHORIZATION:

AUTHORIZATION: I hereby authorize and direct the Employer to deduct from my pay Union membership initiation fee, dues and additional working dues in the amounts fixed in accordance with By Laws of Local Union 1245 and the constitution of the International Brotherhood of Electrical Workers and pay the same to said Local Union in accordance with the terms of the bargaining agreement between the Employers and the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said Agreement, whichever occurs sooner; and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and Union ten days prior to the expiration of each one year period or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Signature: _____

Date: _____

ARTICLE V
HOURS – WAGES – WORKING CONDITIONS

5:1 HOURS AND OVERTIME:

(a) Five (5) consecutive eight (8) hours days may be worked between 5:00 a.m. and 5:30 p.m. Monday through Friday shall constitute a workday. The employer may schedule Saturday as a make-up day unless the employee obtains permission to be absent in advance.

(b) Four (4) consecutive ten (10) hour days may be worked at the straight time hourly rate; Monday through Thursday. The Employer may schedule Friday and/or Saturday as a make-up day unless the employee obtains permission to be absent in advance. The application of this ten (10) hour work week must be mutually approved by the Union and the Employer prior to implementation. In addition, any variations in starting times of the actual days worked are agreed upon by the Union and the Employer prior to implementation.

(c) All overtime work is defined as any work performed outside normal work hours or in excess of a 40-hour work week and shall be paid at one and one half (1 ½) times the regular rate of pay.

(d) The Employer will make reasonable effort to notify employees of the starting location providing client information for work on Monday morning, no later than 5:30 pm on the previously worked Friday.

The Employer will notify employees of the starting location, or provide new work packet, during the work week, no later than 5:30 pm on the previously worked day. Employee will make reasonable effort to notify employer 24-hours in advance for additional work.

5:2 HOLIDAY: The following will be listed as holidays and will be paid 8 hours at the straight-time rate of pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after Thanksgiving, Christmas Day, one (1) Floating Day and all Holidays observed by the customers that restrict employees from work.

If an employee works on one of the above holidays, the pay rate will be one and one-half (1-1/2) times the straight-time rate of pay for hours worked, in addition to the eight (8) hours of holiday pay.

5:3 LABOR DAY: No work shall be performed on Labor Day except to protect life or property.

5:4 VACATION: After one (1) year of Company service, all employees shall be entitled to the equivalent of one week's paid vacation per year, two weeks paid vacation after three (3) years of service, and three weeks after six (6) years of service with no break in service longer than ninety days.

Union Seniority will be used for the purpose of determining vacation, when an employee changes employers, provided the employee does not have more than a 30-day break in service.

Vacation time is earned only upon completion of a year of service and is not vested for a partial year during that first year of employment.

5:5 SICK LEAVE: Company agrees to provide sick leave as required by law with the addition of all unused sick leave will be paid out to an employee only at the request of the employee at the end of the calendar year provided the employee is still an employee of the company and has not been terminated, laid off or quit. Unused Sick Leave will not be treated as wages earned.

5:6 (a) **Jury Duty**: Any employee who may be called for jury duty shall be permitted to be absent with pay for maximum up to two weeks, in any twelve-month period. (Payments made by the court for jury service will be subtracted from this amount.)

(b) **Funeral Leave**: Any employee who is called upon to be absent from duty due to a death in his/her immediate family shall be excused, without loss of regular pay, for a reasonable time, not to exceed three days, in order to permit him/her to make arrangements for and to attend the funeral. "Immediate Family" as used in the paragraph, means the employee's father, mother, son, daughter, brother, sister, husband, wife, stepparents, stepchildren, grandmother, grandfather, current mother-in-law, and current father-in-law.

5:7 REPORT TIME: Company shall give two (2) hour notice prior to start time to cancel a regularly scheduled workday for inclement weather. Only a Company Supervisor will determine when weather is considered inclement. All employees must contact their supervisor to request approval to shut down operations. In the event Company does not timely cancel a regularly scheduled workday, Employees reporting to the job or at the headquarters, and sent home, shall be paid the minimum of two (2) hours work, and subsistence for the day. Employees shall be required to remain available and perform such work as may be assigned to them. Employees shall not be required to remain available for a longer period of time without being paid for the extended time.

5:8 COMPREHENSIVE LIST: The Company shall furnish the Union with a comprehensive listing of all Pole treatment and Restoration Supervisors by geographical area. This listing shall include the Supervisors Company contact telephone numbers including cellular. Company shall update the Union on any changes of Supervisor's phone numbers.

At the Unions request Company Supervisors shall provide the Union with current work locations of those employees working in their geographical areas. The union agrees to contact local supervision before visiting assembly locations during working hours.

5:9 COMMUTE TIME: Foremen, Trainees and Technicians are expected to report to the job site at an appointed time and be prepared to begin work at that time. The job site is normally considered to be the first pole to be worked on that day. Although the Company does not provide transportation to commute to and from the job site, as a convenience, employees may be allowed to ride in the company vehicle to and from the job site.

Employees will be paid for travel time, when travel exceeds one (1) hour each direction, per day. Travel time will be paid at the straight time rate of pay and will not be considered time worked (no benefits are to be paid). For compensable travel time, employers will pay per company time administration policies. For payroll administration not paid to the minute, time will be rounded up to the nearest quarter hour increment.

Any disputes, disagreements, or claims arising out of or relating to the interpretation, application or enforcement of this Section 5.9 and relating to commute or travel time shall be subject to the grievance and arbitration procedures set forth in this Agreement.

Employees are not required to commute to and from the job site in a company vehicle. Technicians must be allowed to use their personal vehicles to commute, and to be given the option to meet the crew at the job site each workday.

If a Foreman elects to use a personal vehicle to commute, the job supervision will locate a secure location to park the company truck and establish a job site where the crew meets each morning, in these cases the work would start at these locations.

Foreman to Technicians will not be compensated for commute costs (gas or mileage) for a personal vehicle unless the Company asks them to use their personal vehicle for company benefit.

5:10 MEAL AND REST PERIODS:

(a) Meal Periods: Employees who work more than five (5) hours in a day will be provided with an unpaid meal period of at least thirty (30) minutes. Employees who work more than ten (10) hours in a day will be provided with a second thirty (30) minute unpaid meal period.

(b) Rest Periods: Employees shall be authorized and must take a paid rest period of at least fifteen (15) minutes for every four hours worked, or major fraction thereof. As far as practicable, employees should take the rest period in the middle of each four (4) hour segment.

(c) Recoding Time: Employees must and are expected to record and provide written acknowledgement of their actual time worked. Each employee is responsible for reviewing and acknowledging his or her recorded time. Employees should record the time work begins and ends, as well as the beginning and ending time of each meal period. Employees must also record any departure from work for any non-work-related reason. Should an employee fail to record his or her own time, or should a known error occur, the matter must be reported to a supervisor immediately. Falsifying, improperly tampering with or recording time on another employee's time record is strictly prohibited.

(d) Notification: If circumstances do not permit an employee to take his other meal, or rest, period, it is the employee's duty and responsibility to immediately notify his or her supervisor via phone, text or email.

(e) Arbitration: Any complaint arising in connection with the application or interpretation of this provision, including, but not limited to, claims regarding alleged missed meal and rest periods and/or alleged payments for missed meal and rest periods shall be exclusively subject to the grievance and binding arbitration procedures set forth in this Agreement. Therefore, by this Agreement, the parties intend to resolve all questions related to meal and rest period violations pursuant to this Agreement and the grievance and arbitration procedures outlined herein.

5:11 PAYMENT OF WAGES: Employees may elect to have their paycheck directly deposited into a bank account or mailed (using the United States Postal Service) to them. All direct deposits will be placed electronically to the employee's bank no later than Thursday (for the prior week's work) and for employees that do not desire direct deposit, a good faith effort will be made to put paychecks in the mail by Wednesday (for the prior week's work). Both method of payment are designed for the Friday payday.

WAGE RATES: The following minimum wage rates shall be applicable for the term of this Agreement:

Classification	1/1/26	NEAP	1/1/27	1/1/28	1/1/29	1/1/30
	6%		6%	4%	4%	4%
Pole Restoration Foreman (Working)	$39.17	$2.50	$41.52	$43.18	$44.90	$46.70
Pole Treatment Foreman (Working)	$34.99	$2.50	$37.09	$38.57	$40.12	$41.72
Senior Technician	$25.27	$2.10	$26.79	$27.86	$28.97	$30.13
Treatment Foreman/Trainee	$24.62	$1.60	$26.10	$27.15	$28.23	$29.36
Treatment & Restoration Technician	$22.73	$1.60	$24.09	$25.05	$26.06	$27.10

SUBSISTENCE:
Effective Jan. 1, 2026, Employees shall be paid **twenty-two ($22.00**) per day subsistence for each day worked. Employee must work a minimum of four (4) hours to be entitled to subsistence pay.

Effective Jan. 1, 2027, Employees shall be paid **twenty-nine ($29.00)** per day subsistence for each day worked. Employee must work a minimum of four (4) hours to be entitled to subsistence pay.

Effective Jan. 1, 2028, Employees shall be paid **thirty-six ($36.00)** per day subsistence for each day worked. Employee must work a minimum of four (4) hours to be entitled to subsistence pay.

Effective Jan. 1, 2029, Employees shall be paid **forty-three ($43.00)** per day subsistence for each day worked. Employee must work a minimum of four (4) hours to be entitled to subsistence pay.

Effective Jan. 1, 2030, Employees shall be paid **fifty ($50.00)** per day subsistence for each day worked. Employee must work a minimum of four (4) hours to be entitled to subsistence pay.

Assembly Point Transfer: Employer shall provide lodging for all employees (one person per bed/double occupancy) when working more than sixty (60) road miles away from home. However, employee has the option to request an allowance of forty-five ($45.00) as lodging compensation for each day worked, when lodging requirements are met. Employer shall adhere to one of two lodging plans and not alternate between two plans.

For Convenience, Employers will provide Sunday lodging.

Employees shall not be required to pay for fueling of company vehicles.

5:12 POLE TREATMENT FOREMAN (WORKING): An employee who is in charge of not more than five men, including himself or herself, (when assisted by a maximum of two Senior Technicians, three additional Technicians may be added per Senior Technician) engaged in the inspection and treatment of standing wood utility poles. He or she has been formally trained on-the-job by the Employer and has demonstrated his or her knowledge in the evaluation of wood poles to GO 95 Guidelines and application of remedial preservatives.

5:13 POLE RESTORATION FOREMAN (WORKING): An employee who is in charge of not more than five (5) men, including himself or herself, engaged in the evaluation, preservative treatment and mechanical restoration of Sub-GO 95 wood poles.

5:14 FOREMAN/TRAINEES: An Employee who is training on-the-job under a Pole Treatment Foreman or Pole Restoration Foreman for a specified amount of time, normally six (6) to ten (10) weeks. A Foreman/Trainee shall demonstrate reasonable progress and proficiency during his or her training to continue in that capacity. It is understood that in addition to the on-the-job training, a Foreman/Trainee is required to study Employer technical procedures on his or her own time. Testing on Company procedures is a basic element of the training program.

5:15 TECHNICIAN: An Employee who, under the supervision of a Foreman, is engaged in repetitive, unskilled work such as digging, back-filling, applying preservatives, etc.… which involves a variety of hand tools.

5:16 SENIOR TECHNICIAN: An employee, who will assist the Foreman in all aspects of the job, can effectively manage the crew in the Foreman's temporary absence. Must be able to survey/Inspect poles and lines, treat poles, and assist in the training of crew members when required. This position is not an automatic step in progression and will be used at the Company's discretion.

5:17 BOOT ALLOWANCE: Employees are eligible for reimbursement of up to $150.00 per year for the purchase of work boots. To qualify for reimbursement:

- Employees are eligible after 90-days of employment
- The boots must be purchased within the current annual year. Unused allowances do not carry over to subsequent years.
- Eligible boots must be appropriate for the work environment and comply with any safety standards required by the company
- Employees must submit an original receipt along with a reimbursement request form to Company.
- Reimbursement will be processed following receipt and approval of documentation, typically within 30 days.

Employees are responsible for selecting boots that meet company safety standards and are suitable for their specific job duties.

5:18 EMPLOYEE CALL OFF: Employees are expected to report to work as scheduled. Employees must notify their direct supervisor at least ninety (90) minutes prior to the start of their scheduled shift if they will not be reporting to work. Notification should be made via phone call, text message, or email, ass appropriate. In cases of emergency where advance notice is not possible, employees must notify the Employer as soon as reasonably practicable.

ARTICLE VI
SAFETY AND WORKING RULES

6:1 It is the Employer's exclusive responsibility to ensure the safety of its employees and their compliance with these safety rules and standards.

(a) A copy of the Employer's Safety Policy will be forwarded to the Local Union as soon as possible.

(b) The Employer will furnish and keep in legal working order, all safety equipment necessary to perform the work covered under the scope of this Agreement.

(c) Weekly, documented tailgate crew safety meetings of at least 15 minutes in duration will be mandatory. The Union is encouraged to attend these meetings during normal work hours.

(d) In addition to the weekly safety meetings, a minimum of two formal style or supplemental training meetings will be conducted. These meetings may include quality control inspections with auditors, interactive computer courses, video classes, training conferences, etc. To be done during work hours.

(e) Topics of all safety meetings will be appropriate and often times suggested by various supervisory and management personnel.

6:2 USE OF SAFETY DASHBOARD CAMERA'S IN EMPLOYERS' VEHICLES: Employers' signatory to this Agreement may install and use vehicle monitoring devices (GPS systems) to track the location and status of any Employer owned Vehicle(s)/Equipment, subject to the limitations below. Employers' signatory to this Agreement may use and install Safety Dashboard Camera systems in their company owned vehicles under the following parameters:

1.The Employer will notify the Union not less than sixty (60) days prior to installation of any Safety Dashboard Camera System, and upon request, within those sixty days, shall meet with the Union to review the installation of the Safety Dashboard Camera system(s).

2. Safety Dashboard Camera Systems will be identified as such, in a conspicuous location visible from the driver's door of the Employer's vehicle. Employees will be notified in advance of the installation of any such Systems.

3. Safety Dashboard Camera Systems (outward facing, inward facing, or both) will be operated in a manner that is consistent with the stated purpose of protecting employees, company assets, vehicle recovery, and ensuring the safety of the Employer, Employee, the Customer, and the Public.

4. The Safety Dashboard Camera Systems installed in Employers vehicles will utilize video recording (front, rear, and inward/cab facing), and will not record audio/voice of the driver or any passengers traveling in vehicles equipped with such technology.

5. As stated above, data and/or recordings rendered by a Safety Dashboard Camera System(s) are not intended to be used to monitor Employees for any disciplinary purpose: rather, the System is intended to be a safety device and learning tool. Data and/or recordings rendered by a Safety Dashboard Camera System may be used as part of an investigation and subsequent disciplinary action including up to discharge only for the following types of alleged misconduct:

a. Causing or contributing to a vehicle accident or damage to vehicle(s) or personal property damage or driving impaired;
b. Theft of vehicle or any Company or other employee(s) property contained therein;

c. Failure by the employee(s) to heed safety feedback provided by the Safety Dashboard Camera System or by the Employer directly. (A first (1st) warning of any violation shall result in a warning only) – this provision only applies to this subparagraph (c). Any subsequent violations may result in disciplinary action including and up to the discharge of the employee(s);
d. Intentionally tampering with the Safety Dashboard Camera System, such as but not limited to altering, blocking or disabling the camera.

The Employer will comply with all requirements of the Agreement when disciplining employees.

Employer acknowledges that it has a duty to ensure that discipline set forth in subparagraph (c) above shall be applied fairly, impartially, and consistently among all employees working under the Agreement.

6. Access to data and/or recordings rendered by a Safety Dashboard Camera System will be limited to the Employer's personnel who have a need to know. A list of Employer representatives that have access to this data will be provided to the Union upon written request.

7. The Employer acknowledges the importance of employee privacy and will ensure that the use of Safety Dashboard Camera System in Employer vehicles does not infringe on this right beyond what is necessary for legitimate business and safety purposes. The Employer will follow all applicable laws and regulations in using such technology.

ARTICLE VII

7.1 HEALTH AND WELFARE: 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 agrees to pay seven dollars and fifty cents ($7.50) per hour for each hour worked by each employee covered by the terms of this Agreement to the Line Constructors Benefit Fund for the purpose of providing insurance benefits for eligible employees and/or their dependents. The Employer agrees to pay up to a maximum of fifty-cents ($0.50) of any increase occurring between January 1, 2026, and December 31, 2030. Any additional contributions required will be deducted from the employee's pre-tax earnings for each hour 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.

HRA: Effective, January 1, 2026, the Employer agrees to pay into the Line Construction Benefit Fund $1.00 per hour. These contributions shall be used to provide Health Reimbursements Accounts(s) under the Line Construction Benefit Fund Plan of Benefits.
HRA is calculated on all hours worked for all working classifications covered by this Agreement. These contributions shall be used to provide Health Reimbursements Account(s)under the Line Construction Benefit Fund Plan of Benefits.

7:2 NATIONAL ELECTRICAL BENEFIT FUND (NEBF): 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 Construction 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 Employee Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor agreement.

7:3 NATIONAL ELECTRICAL ANNUITY PLAN: 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 in the Wage Exhibit of this agreement with a minimum contribution amount of sixty cents ($.60), (the contribution obligation) for each hour worked, together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than fifteen (15) calendar days following the end of each calendar month. The individual employer hereby accepts, and 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/her agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

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

7:4 Administrative Maintenance Fund: 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.

7:5 BOND REQUIREMENT: If the Employer has their agreement cancelled, they shall be required to post a surety bond with the Local Union affected by the delinquency. Said bond shall be in the amount of $50,000.00 and shall have a term of 12 months.

ARTICLE VIII
GRIEVANCES AND DISPUTES

8:1 All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement

8:2 GRIEVANCE PROCEDURE:

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

STEP TWO: All Grievances shall be presented orally or written by the aggrieved employee and a Shop Steward or a Union Business Representative to the aggrieved employee's immediate supervisor. 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, 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.

All matters coming before the Labor-Management Committee shall be decided by a majority vote. The Committee shall be comprised of four (4) members, two (2) from Company and two (2) from Union.

Should the Labor-Management Committee fail to agree or to adjust any matter, such shall then be referred to arbitration.

STEP FIVE: After the Grievance has been appealed to arbitration, representatives of each party shall meet for the purpose of attempting to agree upon a neutral arbitrator. In the event the parties are unable to agree, the moving party shall request the Federal Mediation and Conciliation Service to submit a list of at least seven (7) arbitrators who are members of the National Academy of Arbitrators. A name shall be selected from the list agreeable to both parties. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall, without delay, hear the evidence and render his decision in writing, which shall be final and binding upon both parties.

Either party may call any employee as a witness in any proceeding before the Arbitrator. If the employee is on duty, the Company agrees to release such employee from duty so he/she may appear as a witness. Each shall bear the expense of its own witnesses.

The Arbitrator shall have no right to add to, subtract from, alter, amend or modify any of the terms of this Agreement.

ARTICLE IX
SAVINGS CLAUSE

9:1 Should any provisions of this Agreement be declared illegal by a 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 X
DISADVANTAGED BUSINESS ENTERPRISE SUB-CONTRACTOR

10:1 In the event that there is a temporary and unexpected increase in forecasted work, and/or when work schedules are not being met; whereby it would not be possible for the Company to hire regular employees, or transfer other regular employees needed to perform said work, the Company may hire a DBE (Disadvantage Business Enterprise) to assist in the unforeseen work at hand. The Company shall maintain the right to subcontract to not exceed 30% within the recognized areas of this agreement. In no event shall this work lead to part timing or loss of full time employment for regular union employees. Union employees will have rights to optimum overtime. The Company shall keep the Union informed of all subcontracting to include name of Subcontracting Company and contact information. Not to extend beyond 90 days without written agreement of the Union.

ARTICLE XI

It is the policy of Company and Union not to discriminate against any employee because of race, creed, sex, age, religion, color, disability, sexual orientation, union membership and/or activities, veteran status or national origin, as defined in any applicable federal and/or state law.

ARTICLE XII
PAGA

This Section applies to any representative PAGA claims class and/or individual claims that arise or are pending during the term of any of the Parties' collective bargaining agreements, regardless of when they were filed with any court or administrative agency. Per Labor Code Section 2699.6, the Parties agree that the requirements of the California Labor Code Private Attorney's General Act of 2004 ("PAGA") are hereby expressly waived in clear and unambiguous terms. It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed on section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") and its subsequent amendments. All such claims will be resolved exclusively through the grievance and arbitration procedures set forth in this Agreement and may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. Notwithstanding the time limits for filing a grievance set forth in this Agreement, in order to initiate a claim for a violation of any and all violations of the sections of the California Labor Code that are listed in Section 2699.5 of the California Labor Code, the Union or the aggrieved employee shall be permitted to file a grievance within the statutory period for filing PAGA claims, which is presently one year from the date of the violation. This Agreement expressly waives the requirements of PAGA and authorizes the parties to the dispute (whether the Union or the employee in his/her individual capacity) to mutually select an arbitrator, who will have final and binding authority to award any and all remedies available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor and Workforce Development Agency. Except for a civil action alleging a violation of any of the California Labor Code provisions outlined in Section 2699.5, nothing in this PAGA Waiver should be construed to waive an employee's right to pursue any other civil action (in the appropriate forum outside of the grievance process) against an Individual Employer. All fees of the arbitration, including but not limited to the arbitrator's fees and the fees of any court reporter, shall be paid by the Employer.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have caused this Agreement to be executed this 29th day of January 2026.

OSMOSE UTILITIES SERVICE, INC.

Benjamin Caldwell
Ben Caldwell
Director

2/3/2026
Date

IBEW LOCAL UNION 1245

Bob Dean
Business Manager

02/24/2026
Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
September 21, 2026
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.