STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

HOLIDAY PROVISIONS

FOR

ELECTRICAL UTILITY LINEMAN:
POLE RESTORATION JOURNEYMAN
POLE RESTORATION JOURNEYMAN:AFTER 1 YEAR
POLE RESTORATION JOURNEYMAN:AFTER 3 YEARS

SENIOR TECHNICIAN
SENIOR TECHNICIAN:AFTER 1 YEAR
SENIOR TECHNICIAN:AFTER 3 YEARS

POLE TREATMENT JOURNEYMAN
POLE TREATMENT JOURNEYMAN:AFTER 1 YEAR
POLE TREATMENT JOURNEYMAN:AFTER 3 YEARS

POLE RESOTRATION AND TREATMENT
TECHNICIAN: (FIRST 6 MONTHS)
TECHNICIAN: (FIRST 6-12 MONTHS)
TECHNICIAN: (THEREAFTER)

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, EL DORADO, FRESNO, GLENN, HUMBOLDT, IMPERIAL, KERN, KINGS, LAKE, LASSEN, LOS ANGELES, MARIPOSA, MADERA, MARIN, MENDOCINO, MERCED, MONO, MONTEREY, NAPA, NEVADA, ORANGE, PLACER, PLUMAS, RIVERSIDE, SACRAMENTO, SAN BENITO, SAN BERNARDINO, SAN DIEGO, SAN FRANCISCO, SAN JOAQUIN,SAN LUIS OBISPO, SAN MATEO, SANTA BARBARA, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TOULUMNE, VENTURA, YOLO, AND YUBA COUNTIES

RECEIVED
Department of Industrial Relations
JUL 09 2003
Div. of Labor Statistics & Research
Chief's Office

OSMOSE, INC.
POLE TREATMENT
AND
RESTORATION AGREEMENT

AGREEMENT NAME

Outside Pole Treatment & Restoration Agreement, between Osmose, Inc., and Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO.

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.

GEOGRAPHIC AREA

Local Union 1245 is presently chartered by the International Brotherhood of Electrical Workers, AFL-CIO, to cover certain outside electrical work on Public Works Projects 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 WORK

Groundline evaluation, treatment, restoration and minor repair (to GO 95 Guidelines) of standing wood utility poles on properties of electrical utility distribution and transmission systems owned, maintained and operated by utility companies, municipalities or government agencies engaged in utility operations. This work shall be done by skilled personnel, which have been formally trained in this specific field. The work will include the strength repair of 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.

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 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.

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

ARTICLE 1

SECTION 1.01

TERM: This Agreement shall take effect, **June 1, 2002**, and shall remain in effect until **December 31, 2003**. The Agreement will be opened for amendment or revision in all areas during the last quarter of **2003**

SECTION 1.02

CHANGE:

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

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

SECTION 1.03

Unresolved issues or disputes arising out of the failure to negotiate a renewal or modification of this Agreement by the expiration date of this Agreement, may be submitted jointly or unilaterally to Arbitration for adjudication as outlined in Section 7.02. Such unresolved issues or disputes shall be submitted no later than the expiration date of this Agreement, or any subsequent anniversary date. When a case is submitted to Arbitration, it shall be the responsibility of the Negotiating Committee to continue to meet weekly in an effort to reach a settlement on the local level, prior to the case being sent to Arbitration. The Arbitrator's decision shall be final and binding on both parties.

ARTICLE II

SECTION 4.01

HOURS AND OVERTIME:

(a) Eight (8) consecutive hours between 7:00 a.m. and 5:30 p.m. Monday through Friday with thirty (30) minutes for a lunch period shall constitute a work day. The normal starting and quitting time shall be 7:00 a.m. and 3:30 p.m. respectively. The lunch period shall be between the hours of 11:00 a.m. and 1:30 p.m.

(b) Four (4) consecutive ten (10) hour days may be worked at the straight-time hourly rate; Monday through Thursday with Friday as a make-up day at the straight-time rate of pay or Tuesday through Friday with Saturday as the make-up day at the straight-time rate of pay. The application of this workweek 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 must be 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 and shall be paid at one and one-half (1-½) times the straight-time rate of pay for all employees covered by this Agreement.

(d) During the months of June 15 through September 15, because of high temperatures in the area, the starting time of the normal eight (8) hour work day may be varied by the Employer. During June 15 through September 15, to beat the heat the earliest starting time permitted shall be 5:00 a.m.

SECTION 4.02

HOLIDAY: The following will be listed as holidays and will be paid 8 hours the straight-time rate of pay and if required to work the pay will be at two and one-half (2-½) times the straight-time rate of pay: New Year's Day, Memorial day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day and all Holidays observed by the customers that restrict employees from work.

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

SECTION 4.03