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City of San Rafael

Ray Withy
City of Sausalito

Emmett O'Donnell
Town of Tiburon

Kevin Wilk
City of Walnut Creek

1 (888) 632-3674
mceCleanEnergy.org

Technical Committee Meeting
Thursday, September 7, 2017
9:00 A.M.

The Barbara George Conference Room
1125 Tamalpais Avenue, San Rafael, CA 94901

Marten Law, PLLC
555 Montgomery Street, Suite 820
San Francisco, CA 94111-2560

3675 Mt. Diablo Blvd. Room 265
Lafayette, CA 94549

Agenda Page 1 of 2

1. Board Announcements (Discussion)
2. Public Open Time (Discussion)
3. Report from Chief Executive Officer (Discussion)
4. 7.6.17 Meeting Minutes (Discussion/Action)
5. Integrated Resource Plan: Review of Goals and Policies (Discussion)
6. Power Resources Expansion Update (Discussion)
7. Bill Protection in the Time-of-Use Pilot (Discussion/Action)
8. MCE Local and Union Workforce Update (Discussion)



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9. Committee Member & Staff Matters (Discussion)

10. Adjourn



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DRAFT

**MCE
TECHNICAL COMMITTEE MEETING
July 6, 2017
9:00 A.M.**

**The Barbara George Conference Room
1125 Tamalpais Avenue, San Rafael, CA 94901**

**555 Montgomery Street, Suite 820
San Francisco, CA 94111-2560**

Roll Call

Present:

Kevin Haroff, City of Larkspur
Greg Lyman, City of El Cerrito (Dialing in)
Emmett O'Donnell, Town of Tiburon
Kate Sears, County of Marin, Chair
Don Tatzin, City of Lafayette (Dialing in)

Absent:

Ford Greene, Town of San Anselmo
Ray Withy, City of Sausalito

Staff:

Alex DiGiorgio, Deputy Director, Community Development
Greg Brehm, Director of Power Resources
Kirby Dusel, Resource Planning & Renewable Energy Programs
Brian Goldstein, Resource Planning & Implementation
Jenna Famular, Community Affairs Coordinator
Alexandra McGee, Community Power Organizer
David McNeil, Manager of Finance
Dawn Weisz, Chief Executive Officer

Action Taken:

Agenda Item #3 – CEO Report (Discussion)

CEO, Dawn Weisz reported on the following:

- Joint Portfolio Allocation Mechanism application dismissed by the CPUC
- AB 1110
- MCE early procurement
- SB 100
- Cancellation of August meetings
- Upcoming events

DRAFT

Agenda Item #4 – Approval of Minutes from 6.1.17 Meeting (Discussion/Action)

ACTION: It was M/S/C (Lyman/O’Donnell) to **approve minutes from 6.1.17 meeting**. Motion carried by unanimous 5-0 vote. (Absent: Directors Greene and Withy)

Agenda Item #5 – Preview of New Communities from Contra Costa County (Discussion)

Alex DiGiorgio, Deputy Director, Community Development presented this item and addressed questions from the Board.

ACTION: No action required.

Agenda Item #6 – Carbon Pricing and the Likely Impacts on the Power Sector of 2030 Energy Policy in California (Discussion)

Michael Wara, Stanford University, presented this item and addressed questions from the Board.

ACTION: No action required.

Agenda Item #7 – Committee Member & Staff Matters (Discussion)

There was discussion surrounding MCE Joint Mailers and planning for the solar eclipse.

ACTION: No action required.

The meeting was adjourned to the next scheduled meeting on September 7, 2017.

Kate Sears, Chair

ATTEST:

Dawn Weisz, Chief Executive Officer



September 7, 2017

TO: MCE Technical Committee Members

FROM: Justin Kudo, Deputy Director of Account Services
Rebecca Boyles, Account Manager

RE: Bill Protection in the Time-of-Use (TOU) Pilot (Agenda Item #07)

ATTACHMENTS: A. CCA Bill Protection Guidelines
B. California Statewide Opt-in Time-of-Use Pricing Pilot Draft Interim Report
C. Proposed PG&E E-TOU-C Rates

Dear Technical Committee Members:

Summary:

MCE is participating in a statewide Default Time-of-Use (TOU) Pilot with state investor-owned utilities (IOUs) and Sonoma Clean Power (SCP), commencing in March 2018. Approximately 5% of MCE's residential customers will be transitioned from their existing non-TOU rate (E-1) into a new rate with both seasonal and time-variant pricing (tentatively titled E-TOU-C), with the intent of reducing peak stress on the electric grid. Customers are transitioned automatically, but may decline to participate. The California Public Utilities Commission (CPUC) has directed IOUs to ensure that customers adversely affected by the change to a TOU rate are refunded for any negative impacts; in the event that they would have paid less on their old rate, customers are refunded the difference. In the interest of customer satisfaction and alignment with the IOUs' TOU Pilot offering, staff recommends that MCE provide Bill Protection as well. Bill Protection is further described below.

Background:

On July 3, 2015, the CPUC published the Decision on Residential Rate Reform for Pacific Gas and Electric Company, Southern California Edison Company, and San Diego Gas and Electric Company on the Transition to Time-Of-Use Rates (D.15-07-001). This Decision provided direction to the IOUs for Residential Rate Reform, including evaluation of opt-in and default TOU rates in advance of widespread adoption by 2019.

Currently, 83% of MCE customers utilize the E-1 rate option, a flat, tiered residential rate, in which the time of day the electricity is used doesn't affect the price paid by customers. E-1 customers are subject to tiered delivery rates; as a customer uses more electricity each month, they incur higher delivery rates per kilowatt-hour.

Residential Rate Reform:

As part of the Residential Rate Reform, tiering incentives have been reduced or eliminated in favor of TOU pricing, which aims to better align retail rates with wholesale prices. The CPUC directed PG&E to complete an Opt-In TOU Pilot (approximately 25,000 customers) in 2017, a Default TOU Pilot (250,000 customers) in 2018, and move to full Default TOU (3,000,000 customers) in 2019. The Opt-In TOU Pilot is currently taking place with only bundled (non-CCA) PG&E customer participation. PG&E has refined its approach to marketing, education and outreach strategies as a result of findings from the Opt-In Pilot, and those findings are attached for your review.

PG&E is currently proposing (pending CPUC approval) a new rate for the Default TOU Pilot, temporarily named E-TOU-C. Please see the attached table of Proposed Rates for reference. The Pilot is scheduled to begin in March 2018, with 5% of MCE's residential customers (approximately 11,000 accounts) being defaulted onto the E-TOU-C rate unless they elect not to participate in the Pilot.

MCE Participation in TOU Pilot:

In support of statewide efforts to transition to residential TOU rates, MCE and SCP agreed to collaborate with PG&E in their Default TOU Pilot, extending it to CCA customers. By participating in the Pilot, MCE is working to help refine marketing, education and outreach (ME&O) strategies for CCA customers, and to rigorously test the following: the IOUs' process for defaulting mass numbers of customers into a new rate in a short period of time, rate comparison tools, bill protection, revenue impacts, load-shifting, customer understanding and any potential effects on CCA opt-out rates before Full Default TOU in 2019. The Pilot also provides an opportunity to test MCE's and Calpine Energy Solutions' abilities to be operationally ready for Full Default TOU in 2019.

Certain customer classes will be excluded from the Pilot, including solar Net Energy Metering (NEM) customers, Medical Baseline, and new Contra Costa communities. New Contra Costa communities would be excluded because enrollment in MCE would likely coincide with the Pilot, resulting in customer confusion and potentially elevating opt-out rates.

Bill Protection:

The Residential Rate Reform Decision directs IOUs to provide one year of Bill Protection for customers who paid more because of being defaulted into E-TOU-C. The protection is provided in the form of a bill credit at the end of the twelve-month period equivalent to any increased charges as a result of the new rate. In effect, customers are granted the lower of the E-1 and E-TOU-C rates. Bill Protection eases customer reluctance about being defaulted into the E-TOU-C rate, increasing participation in the Pilot and allowing them to try the rate with minimal financial impacts.

While not required by the Public Utilities Code or the CPUC, MCE has the option to provide Bill Protection for the generation portion to our customers. In order to offer a similar experience to IOU Bill Protection, staff recommends that MCE offer bill protection where reasonably possible. Exceptions to this proposal are detailed in Attachment A, and are generally limited to situations where MCE no longer has the ability to add credits to a customer's bill, such as a change of address or opt-out.

Fiscal Impact:

Staff estimates that the proposed Bill Protection will reduce MCE revenue derived from E-TOU-C rates by \$230,000 over the 12 month pilot. Of these reduced revenues, \$9,500 are expected to occur in FY 2017/18. The FY 2017/18 revenue impact of the proposed Bill Protection is included in the proposed amendment to the FY 2017/18 Operating Fund Budget that will be presented to your Board at the Board Retreat in September. The remaining revenue impact of the proposed Bill

Protection will be included in the FY 2018/19 Operating Fund Budget that will be presented to your Board in early 2018.

Recommendation:

Approve the provision of Bill Protection for customers adversely affected by participating in the Default TOU Pilot for a 12-month period, except in exclusionary cases (as defined in Attachment A).

CCA Bill Protection Guidelines

Effective July 10, 2017

Scenario	Start	Action	End	Bill Protection	Notes
Customer is defaulted into the Pilot	March 2018	Remains in Pilot for 12 Months	March 2019	Yes	
Customer is defaulted into the Pilot	March 2018	Moves within Service Territory (ST)	at time of move	No	No bill protection at new service address
Customer is defaulted into the Pilot	March 2018	Moves outside of Service Territory	at time of move	No	
Customer is defaulted into the Pilot	March 2018	Opts out of CCA service	at opt out	No	
Customer is defaulted into the Pilot	March 2018	Opts out of Pilot - Still CCA, still in ST	March 2019	Yes	
Customer voluntary enrolls in Pilot Rate	After March 2018 (until February 2019)	Rate change to Pilot Rate	March 2019	Yes	For months enrolled in rate until March 2019
Customer voluntary enrolls in Pilot Rate	After March 2018 (until February 2019)	Customer switches to NEM	March 2019	Yes	
Customer is defaulted into the Pilot	March 2018	Customer switches to NEM	March 2019	Yes	
Customer is defaulted into the Pilot	March 2018	Customer enrolls in Medical Baseline	March 2019	Yes	
Customer voluntary enrolls in Pilot Rate	After March 2018 (until February 2019)	Customer enrolls in Medical Baseline	March 2019	Yes	

PROXY 2018 E-TOU-C3 RATES (BY TIER)				
	Summer Peak	Summer Off-Peak	Winter Peak	Winter Off-Peak
Non-CARE				
Baseline	\$0.25866	\$0.19522	\$0.20331	\$0.18598
Over Baseline	\$0.33558	\$0.27214	\$0.28023	\$0.26290
CARE				
Baseline	\$0.18500	\$0.12157	\$0.12855	\$0.11122
Over Baseline	\$0.22676	\$0.16332	\$0.17030	\$0.15297

PROXY 2018 E-TOU-C3 RATES (SHOWING BASELINE CREDIT)				
	Summer Peak	Summer Off-Peak	Winter Peak	Winter Off-Peak
Non-CARE				
Rate	\$0.33558	\$0.27214	\$0.28023	\$0.26290
Baseline Credit	(\$0.07692)	(\$0.07692)	(\$0.07692)	(\$0.07692)
CARE				
Rate	\$0.22676	\$0.16332	\$0.17030	\$0.15297
Baseline Credit	(\$0.04175)	(\$0.04175)	(\$0.04175)	(\$0.04175)



SUSTAINABLE WORKFORCE POLICY: 011

Support of local businesses, union labor and apprenticeship and pre-apprenticeship programs that create employment opportunities are important components of building and sustaining healthy and sustainable communities. It is in the interest of MCE to provide fair compensation and sustainable workforce opportunities within a framework of competitive service and the promotion of renewable energy, energy efficiency and greenhouse gas reduction.

MCE recognizes the importance of locally-generated renewable energy in assuring that California is provided with (1) adequate supplies of renewable energy for economic growth, (2) sustained local job opportunities and job creation, and (3) effective means to reduce the impacts of greenhouse gas emissions. MCE also recognizes the opportunities that energy efficiency programs provide for local workforce training and employment.

MCE supports fair compensation in direct hiring, renewable development projects, energy efficiency programs and in procurement of MCE services and supplies. MCE also supports quality apprenticeship and pre-apprenticeship training programs in construction craft occupations to foster long-term, fairly compensated employment opportunities for program graduates and believes that local apprenticeship and pre-apprenticeship programs are an efficient vehicle for delivering quality training in construction industry craft occupations.

MCE therefore desires to facilitate and encourage the following objectives:

- (1) Support for and direct use of local businesses;
- (2) Support for and direct use of union members from multiple trades;
- (3) Support for and use of training and apprenticeship and pre-apprenticeship programs from within MCE's service territory; and
- (4) Support for and direct use of green and sustainable businesses.

MCE will support the objectives stated above in the following way:

MCE Power Purchase Agreements with Third Parties

Marin Clean Energy shall collect information from respondents to any Open Season and/or RFP process regarding past, current and/or planned efforts by project developers and their contractors to:

- Employ workers and use businesses from the MCE service territory.
- Employ properly licensed (AB, C10, C46) contractors and certified electricians.
- Utilize multi-trade project labor agreements on the proposed project or any prior project developments.
- Utilize local apprentices, particularly graduates of pre-apprenticeship programs.
- Pay workers the correct prevailing wage rates for each craft, classification and type of work performed.
- Display a poster at jobsites informing workers of prevailing wage requirements.
- Provide workers compensation coverage to on-site workers.
- Support and use apprenticeship programs.

Relevant information submitted by bidders will be used to evaluate potential workforce impacts of proposed projects with the goal of promoting fair compensation, fair worker treatment, multi-trade collaboration, and support of the existing wage base in local communities where contracted projects will be located.

MCE Owned Generation Projects

Any MCE-owned renewable development project shall use best efforts to support local businesses, union labor and apprenticeship programs through multi-trade agreements and/or through multiple agreements for work. Each contractor or subcontractor performing work on any MCE-owned project shall use a combination of local labor, union labor and apprenticeship and shall endeavor to follow fair compensation practices. For each renewable energy project MCE or its contractor shall employ on its regular workforce at least one employee who is enrolled and participating in a local apprenticeship program. Apprenticeship programs must have been approved by the State Department of Apprenticeship Standards.

MCE Feed-In Tariff Projects

Each contractor or subcontractor performing work on any MCE Feed-in Tariff project shall use commercially reasonable efforts to utilize local businesses, union labor, multi-trade agreement, apprenticeship programs, and/or fair compensation practices.

MCE Energy Efficiency Projects

MCE shall use best efforts to support local businesses, union labor, and local apprenticeship programs in the implementation of its energy efficiency programs. Each contractor or subcontractor performing work on any MCE energy efficiency program shall use commercially reasonable efforts to utilize local businesses, union labor, local apprenticeship, and fair compensation practices in program implementation.

MCE Services and Supplies

MCE shall use best efforts to support local business and fair compensation in the purchase of services and supplies for the agency. MCE will proactively seek services from local businesses and businesses that have been Green Business certified and/or are taking steps to protect the environment.

MCE Direct Hiring

MCE shall use reasonable efforts to recruit local employees and graduates of local programs, schools, colleges and universities. MCE will use best efforts to provide fair compensation for its employees that aligns with regional market indicators for compensation levels for each position.

LETTER AGREEMENT

June 20 2017

Tom Hansen
Business Manager
IBEW Local 302
1875 Arnold Drive
Martinez, CA 94553

Re: MCE Solar Projects

Dear Mr. Hansen:

This letter memorializes an Agreement between MCE and IBEW Local 302 (the "Union") (the "Agreement"). This Agreement pertains to all future solar projects by MCE located in Contra Costa County, California (the "Projects") subject to Board approval. MCE and the Union have the authority to enter into this agreement.

MCE has entered into this Agreement with the Union in consideration for its commitment to establish a Project-specific partnership with MCE that will ensure that the Union provides a requisite number of skilled workers represented by the Union to perform "Covered Work" as defined in this Agreement and to allow the Project to be constructed and completed on schedule in a high quality and cost effective manner.

No later than 60 days prior to the start of construction of each Project, the parties shall replace this letter agreement with a more detailed agreement in the form of the attached Project Labor Agreement for that Project ("PLA") to be signed by MCE's Engineering and Procurement and Construction Contractor ("EPC"), the Union and the other Unions shown on the PLA. MCE will also require its EPC to sign or cause its subcontractor to sign the attached side letter with IBEW Local 1245. IBEW Local 302 agrees not to make any written or verbal statements about MCE that are disparaging, untrue or inaccurate; Doing so will cause this agreement to be void.

MCE recognizes the Union as the sole and exclusive collective bargaining agent for its construction craft employees.

MCE


By: Dawn Weisz, CEO

Agreed:

IBEW Local 302


By: Tom Hansen, Business Manager

**PROJECT LABOR AGREEMENT
FOR THE
_____ SOLAR PROJECT**

CONTRA COSTA COUNTY, CALIFORNIA

ARTICLE 1

INITIAL PROVISIONS

1.1 This Project Labor Agreement (“Agreement”) is entered into by _____ (“Primary Employer”), Operating Engineers Local 3, Northern California Carpenters Regional Council, Northern California District Council of Laborers and its affiliated local unions, IBEW Local 302, and Ironworkers Local 378 who have executed this Agreement (the “Unions”).

1.2 The _____ Project (the “Project”) is an approximately ____ MW photovoltaic solar power plant and any associated electricity storage facilities located in Contra Costa County, California. The Project is either owned by MCE (“Owner”) or MCE is the Power Supply Offtaker (“Offtaker”). It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies and only to the Project.

1.3 Primary Employer is an employer primarily engaged in the construction industry and has the authority to enter into this agreement.

1.4 As provided below, all construction managers, contractors, subcontractors or other persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2), or performing Covered Work, will be subject to this Agreement by executing Attachment A, the Agreement to be Bound (all of whom, including the Primary Employer, are individually and collectively referred to as “Employer” or “Employers”).

1.5 The Unions are labor organizations whose members are construction industry employees. The Unions are party to multi-employer collective bargaining agreements (“Master Agreement”) applicable to employers working within the geographic jurisdiction.

1.6 A large labor pool represented by the Unions will be required to execute the Covered Work involved in the Project. Employers wish and it is the purpose of this Agreement to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work performed by the members of the Unions on this Project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions.

1.7 In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with the Primary Employer, Employers and with other construction employers engaged on the Project to produce the most efficient utilization of labor and equipment in accordance with this Agreement. In particular, the Unions shall make all efforts to first source local labor to the Project and shall cooperate with each Employer’s efforts to comply with all applicable laws and regulations related to such local hiring requirements.

1.8 The parties recognize the importance of solar power in assuring that California is provided with adequate supplies of renewable energy for economic growth, the creation of job opportunities and for a greater degree of energy independence. By entering into this Agreement, the parties recognize the unique nature of a solar photovoltaic power plant and that the terms and conditions covered by this Agreement are therefore unique. Accordingly, the parties have in good faith arrived at the special conditions contained in this Agreement, and the parties agree to work together jointly to support the Project and make it successful.

ARTICLE 2

SCOPE OF AGREEMENT

2.1 This Agreement covers all on-site construction, alteration, demolition or repair of buildings, structures, and other works which are part of the Project. All work covered by this Agreement is referred to as "Covered Work." This Agreement also covers work done in temporary yards or facilities adjacent to or near the Project that is otherwise Covered Work.

2.2 The following are specifically excluded from the definition of Covered Work:

2.2.1 Any work performed on or near the Project site by federal, state, county, city or other governmental bodies and/or agencies or their contractors or work performed by utilities or their contractors.

2.2.2 Work performed by supervisors not covered by a collective bargaining agreement, technical or non-manual employees including but not limited to executives, office and clerical personnel, drafters, staff engineers, technical advisors, vendor quality control representatives, logistic and materials support, timekeepers, messengers, or any other employees above the classification of general foreman who perform administrative/clerical functions.

2.2.3 Operations and maintenance work.

2.3 Purchase of any manufactured item produced in a genuine manufacturing facility for the supply of products is not Covered Work and shall not be considered subcontracting under Article 3 below. Any offsite fabrication, kitting, preparation or other assembly of components for the Project is Covered Work and shall be performed on site. For the convenience of the Employer, such work may be performed offsite if performed in accordance with the union standards for the applicable Union established by this Agreement. Covered Work does not include creating inverter skids, if they are created, built, or assembled in a genuine manufacturing facility. Any manufacturer owned in whole or in part, or with any ownership or control relationship with a general contractor or electrical contractor shall not be recognized as a genuine manufacturer.

ARTICLE 3

SUBCONTRACTING

3.1 Primary Employer and each other Employer agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at

the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.

3.2 Primary Employer and each other Employer agree that they will subcontract Covered Work only to a person, firm, corporation or other entity who is or becomes a party to this Agreement, who is primarily a C-10 electrical contractor (for IBEW Covered Work), and who is or becomes signatory to the Master Agreement or, in the case of a national contractor, a national agreement with the applicable Union. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound and the applicable Master Agreement. Every Employer shall notify the Union in writing within five business days after it has subcontracted work, and shall at the same time provide to the Union a copy of the executed Agreement to be Bound. Any Employer not already bound to the Master Agreement, who signs and becomes bound to such agreement to participate on this Project, shall not be required to apply the terms of that Master Agreement to any other construction project for which such Employer is already engaged contractually, but shall only be required to apply such agreement to this Project and future projects which it undertakes and which are in the scope of work covered by that Master Agreement.

3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the Primary Employer and every other Employer, to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Employers, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or perform Covered Work shall be required to comply with the provisions of this Agreement. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement, and the applicable Master Agreement or national agreement as provided in Section 3.2 above. Any Employer that fails to provide the Union with a copy of the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that subcontractor, fails to make.

ARTICLE 4

WAGES AND BENEFITS

4.1 All employees performing Covered Work and covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and benefits, and contributions made on their behalf to multi-employer trust funds, all in accordance with the applicable Union's then current multi-employer Master Agreement.

4.2 Employees performing Covered Work in the IBEW CW classification shall receive wages and benefits as specified in the most current wage sheet for that classification.

ARTICLE 5

UNION RECOGNITION AND REFERRAL

5.1 The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agent for their construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of the Unions.

5.2 All employees performing Covered Work shall be or shall become and then remain members in good standing of the applicable Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3 The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the Unions, including hiring of apprentices, and to utilize its registration facilities and referral systems.

5.4 The Unions shall exert their utmost efforts, including requesting assistance from other local unions, to recruit a sufficient number of skilled craftsmen to fulfill the manpower requirements of the Employers. In the event the referral facilities maintained by the Union does not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and holidays excepted), the Employer may employ applicants from any source, but shall arrange for a dispatch to be issued for those applicants from the Union within forty-eight (48) hours of the commencement of employment, and the dispatch shall upon request be issued by the Union to the employee. Employer will notify the Union of such gate-hires.

5.5 Each Union shall have the right to designate a working journey person as a working steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. The steward shall be concerned with the employees of the steward's Employer and not with the employees of any other Employer. A steward shall be allowed sufficient time to perform his/her duties.

ARTICLE 6

WORK STOPPAGES AND LOCKOUTS

6.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, slow downs, handbilling where the handbilling relates to the Project or to the Owner, Employer, or other Employer working or providing work on the Project, or interference with the work or other disruptive activity of any kind at the Project site for any reason by the Union, its agents, representatives, or by any employee, and there shall be no lockout by any Employer. Failure of either a Union or an employee to cross any picket line established at the Employer's project site is a violation of this Article.

6.2 The Unions shall not sanction, aid or abet, encourage, condone or participate in or continue any work stoppage, delay, strike, picketing or any other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in

or encourages any activities which interfere with the normal operation of the Project or which violate this Article, shall be subject to disciplinary action, including discharge, and, if justifiably discharged for the above reasons, shall not be eligible for rehire or further work on the Project.

6.3 A Union shall not be liable for acts of employees that it does not represent. With respect to employees the Union does represent, the principal officer or officers of the Union will immediately instruct, and order and use the best efforts of his office to cause such employees to cease any violations of this Article. A Union complying with this obligation shall not be liable for any unauthorized acts of the employees it represents. The failure of the Employer to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

6.4 The Unions agree that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.

6.5 In the event of any work stoppage, strike, sympathy strike, picketing, handbilling or interference with the work or any other disruptive activity at the Project site in violation of this Article, the Primary Employer may suspend all or any portion of the Project work affected by such activity at the Primary Employer's discretion and without penalty.

6.6 In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Article is alleged, after the Union has been notified of the fact, understanding that the grieving party has the discretion to opt for resolution of any dispute under this Article or through Article 8 instead.

6.6.1 The party invoking this procedure shall notify Thomas Pagan, Norman Brand or Joe Grodin, who the parties to this agreement agree shall be the permanent Arbitrators under this procedure. In the event that any of the permanent Arbitrators is unavailable at any time, the American Arbitration Association shall select an alternative arbitrator within twenty-four (24) hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the Union.

6.6.2 Upon receipt of said notice, the Arbitrator selected above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists or is threatened to resume.

6.6.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.

6.6.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union, and such Award shall be served on all parties by hand or registered mail or by

electronic mail upon issuance. The Union accepts service pursuant to any of the foregoing means of notice and expressly waives notice by more formal means.

6.6.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 6.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail or by electronic mail. All parties waive the right to require the issuance of a bond or other security for issuance of an injunction or an appeal to a refusal to issue one under this Article.

6.6.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.

6.6.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

6.6.8 If the Arbitrator determines that a violation has occurred in accordance with Section 6.6.4 above, the party or parties found to be in violation shall pay as liquidated damages the following amounts: for the first shift in which the violation occurred, \$10,000; for the second shift, \$15,000; for the third shift, \$20,000; for each shift thereafter on which the craft has not returned to work, \$20,000 per shift. The Arbitrator shall retain jurisdiction to determine compliance with this section and this Article.

6.7 The procedures contained in this Article shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 8.

6.8 Notwithstanding the provisions of Section 6.1 above, it is agreed that with forty eight (48) hours prior written notice to the Primary Employer, the Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails with respect to work on the Project to make timely payments to the Union's benefit plans or to pay timely its weekly payroll in accordance with its agreements with the Union; provided, however, that in the event the Union or any of its members withhold their services from such contractor or subcontractor, Primary Employer shall have the right to replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

6.9 In the event that the Master Agreement of a Union expires and the parties to that agreement fail to reach agreement on a new contract by the date of expiration, the Union shall continue to provide employees to the Employers working on the Project under all the terms of the expired agreement until a new agreement is negotiated, at which time all terms and conditions of that new agreement shall be applied to Covered Work at the Project, except to the extent they conflict with any provision of this Agreement. In addition, if the new Master

Agreement provides for wage or benefit increases, then any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage and benefit increases established by the new labor agreement applicable to such work performed during the hiatus.

ARTICLE 7

WORK RULES, HOLIDAYS

7.1 The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. The standard work week shall be five (5) consecutive days starting on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

7.2 Handling and installation of PV modules will be primarily performed by employees in the IBEW CW classification. There shall be at least one journeyman and one apprentice for each four CWs.

7.3 There shall be at least one journeyman for each apprentice for IBEW Covered Work other than PV module handling and installation.

7.4 Employers may utilize Ironworker apprentices for all Ironworker Covered Work, provided that there shall be at least one journeyman for each one apprentice.

7.5 It will not be considered a violation of this Agreement when the Primary Employer or any Employer considers it necessary to shut down to avoid loss of human life because of an emergency situation that could endanger life or safety. In such cases, employees will be compensated only for the actual time worked. In case of a situation described above whereby the Primary Employer or any Employer requests employees to wait in a designated area available for work the employees will be compensated for the waiting time.

7.6 Recognized holidays shall be as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate as provided in the Master Agreement not to exceed double the straight time rate of pay.

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than successorship) shall be considered a grievance. Questions between or among parties signatory to the Master Agreement arising out of or involving the interpretation of the Master Agreement shall be resolved under the grievance procedure provided in the Master Agreement.

8.2 The Primary Employer and other Employers, as well as a Union, may bring forth grievances under this Article.

8.3 A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or reasonably should have been discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

8.4 Grievances shall be settled according to the following procedure (provided that grievances that do not involve an individual grievant or grievants shall be discussed by Primary Employer and the Union, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, shall commence at Step 2):

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Employer.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager of the Union or his designee and the site construction manager or Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the Primary Employer.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager of the Union or his designee and the Manager of Labor Relations of the Employer(s) or the Manager's designated representative and the Primary Employer for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the Primary Employer. Should the parties be unable to mutually agree on the selection of an Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance.

8.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

8.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Primary Employer. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

8.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

8.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

8.9 Any party to a grievance may invite the Primary Employer to participate in resolution of a grievance. The Primary Employer may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

8.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail, electronic mail, or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance. Failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances.

8.11 In order to encourage the resolution of disputes and grievances, the parties agree that settlements shall not be precedent setting.

ARTICLE 9

WORK JURISDICTION AND PRE-JOB MEETINGS

9.1 All Covered Work will be assigned to the appropriate Union as identified in Attachment B.

9.2 Prior to the commencement of work at the site of construction the Primary Employer shall hold a Pre-Job Conference with the Unions for the purpose of discussing the scope, schedule, manpower requirements, and jurisdictional work assignments. A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each contractor's contract.

9.3 In the event of any jurisdictional or similar dispute concerning the Employer's assignment of work on this Project, the Employer and the Unions agree to cooperate to attempt to resolve such dispute expeditiously and efficiently; however, nothing in this Section shall require the Unions to agree to any modification of this Agreement. This Article (including Attachment B), rather than any jurisdictional dispute resolution procedure in a Union's Master Agreement, shall apply to jurisdictional disputes involving the assignment of work on this Project to a Union.

ARTICLE 10

GENERAL WORKING CONDITIONS

10.1 The selection of craft foremen and/or general foremen shall be entirely the responsibility of the Employer, it being understood that in the selection of such foremen and/or general foremen the Employer will give primary consideration to the qualified individuals referred to the Employer who are available in the local area. After giving such consideration, the Employer may select such individuals from other areas. All foremen shall take orders from the designated Employer representatives.

10.2 There shall be no limit on production by employees or restrictions on the full use of tools or equipment. Employees using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

10.3 The Primary Employer shall establish and employees shall observe such reasonable project job site work rules as the Employer deems appropriate. These rules will be reviewed and discussed at the Pre-Job conference, distributed to all employees, posted at the project site by the Primary Employer, and may be amended thereafter as necessary.

ARTICLE 11

MANAGEMENT RIGHTS

11.1 The Primary Employer and Employers retain and shall exercise full and exclusive authority and responsibility for the management of their respective operations and work forces, except as expressly limited by the terms of this Agreement or the Master Agreement. This

authority includes, but is not limited to, the rights retained by Employers under the Master Agreement and the rights to:

11.1.1 Plan, direct and control the operation of all the work.

11.1.2 Decide the number and type of employees required for the work.

11.1.3 Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required, and to select and hire directly all supervisory personnel above the classification of general foreman it considers necessary and desirable, without such persons being referred by the Union.

11.1.4 Discharge, suspend or discipline employees in accordance with the applicable Master Agreement.

11.1.5 Require all employees to observe the Primary Employer's, Employers' and Owners' reasonable Project Rules, Security, Environmental and Safety Regulations, consistent with the provisions of this Agreement. These Project Work Rules and Regulations shall be supplied to the Union, to all employees and posted on the job site.

11.1.6 Determine the work methods and procedures

11.1.7 Determine the competency of all employees.

11.1.8 Assign and schedule work at its sole discretion and determine when overtime will be worked. There shall be no refusal by any Union to perform work, including overtime work, assigned. Such cases shall be subject to the grievance procedure.

11.1.9 Utilize any safe work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designer.

11.1.10 Purchase materials or equipment from any source it deems appropriate.

11.1.1 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Employers, therefore, retain all legal rights not specifically given up in this Agreement.

ARTICLE 12

SUCCESSORSHIP AND SURVIVABILITY

12.1 The subcontracting obligations described in Article 3 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Primary Employer's right to control and coordinate construction work on the Project; (ii) any full or partial termination or transfer of a contract, if any, between Primary Employer and any Owner for any Covered Work; (iii) the transfer of all or any portion of the Project or any interest in the Project by any Project Owner; or (iv) any other event that results in the replacement of Primary Employer with another contractor.

12.2 The parties agree that: (i) if Primary Employer's involvement in the Project is terminated as described in Section 12.1, and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Primary Employer shall pay liquidated damages, as described in Section 12.3, to compensate for the actual damages caused by reason thereof. The parties agree that such damages would be unreasonably difficult, costly, inconvenient or impracticable to calculate and, accordingly, they agree to liquidated damages which bear a reasonable relationship to the actual harm suffered by the Union and their members, as provided in Section 12.3 ("Liquidated Damages").

12.3 In the event that Liquidated Damages are owed as described in Section 12.2, Primary Employer shall pay an amount equal to the journeyman total compensation package of the applicable Union for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signed to this Agreement. The Liquidated Damages shall be paid as follows: Half to the qualified pension plan and half to the qualified health and welfare plan of the Union having jurisdiction over the work performed by the contractor not signatory to this Agreement. The parties agree that the Unions shall enforce, collect and receive Liquidated Damages pursuant to Article 12 on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to enforce independently the provisions of this Agreement, including, but not limited to, the Liquidated Damages provisions contained in Article 12.

12.4 Primary Employer shall be released from all obligations under this Agreement with respect to all or any portion of the Project, including liability for the payment of Liquidated Damages, and shall have no liability for any breach of this Agreement by a successor upon Primary Employer's receipt of a fully executed release by the Union. Such release shall not be withheld if, under all the circumstances, the Union, in the exercise of its reasonable judgment, determines that the successor has the financial means to complete the Project and to comply with the successor Primary Employer's obligations and undertakings under this Agreement, including any obligation to pay Liquidated Damages.

12.5 This Article shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure of Article 8.

ARTICLE 13

HELMETS TO HARDHATS

13.1 The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to

apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

13.2 The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

13.3 In recognition of the work of the Center and the value it will bring to the Project, within thirty (30) days of the commencement of Covered Work, Primary Employer shall make a onetime contribution of \$1,000 to the Center on behalf of itself and all other Employers employing workers under the terms of this Agreement.

13.4 The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Primary Employer approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

ARTICLE 14

GENERAL PROVISIONS

14.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the parties shall suspend the operation of such article or provision during the period of its invalidity, and the Primary Employer and the Unions shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the Primary Employer and the Unions shall be binding on all parties signatory to this Agreement. At all times relevant the provisions of Article 6 will apply.

14.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

14.3 The provisions of this Agreement shall take precedence over conflicting provisions of the Master Agreement or any other local, area, regional, or national collective bargaining agreement

14.4 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement shall apply.

14.5 This Agreement may be amended or otherwise modified by mutual agreement in writing between Primary Employer and the Unions. Employers executing the Agreement to be

Bound acknowledge and accept all such amendments and modifications executed prior to their respective execution of the Agreement to be Bound.

14.6 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

14.7 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.

ARTICLE 15

TERM OF AGREEMENT

15.1 The term of this Agreement shall commence on the date indicated below as the date of execution, and shall continue in effect until completion of all Covered Work pursuant to Article 2.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of _____, 2017.

Primary Employer

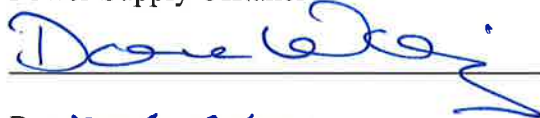
OPERATING ENGINEERS LOCAL 3

By:

By: Russ Burns, Business Manager

NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS

Power Supply Offtaker



By: _____

Oscar De La Torre

By: MCE, CEO

NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL

By: Bob Alvarado, Executive Officer

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 302**

By: Tom Hansen, Business Manager

IRONWORKERS LOCAL 378

By: Jeff McEuen, Business Manager

ATTACHMENT A
AGREEMENT TO BE BOUND

PROJECT LABOR AGREEMENT
_____ PROJECT

The undersigned hereby certifies and agrees that:

- 1.) It is an Employer as that term is defined in Section 1.4 of the _____ Project Labor Agreement (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Article 2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____

Name of Employer

(Authorized Officer & Title)

(Address)

ATTACHMENT B
WORK ASSIGNMENTS

ITEM	WORK ACTIVITY	ASSIGNMENT
1.	Surveying	OE
2.	Soil testing, compaction testing	OE
3.	Grading, cranes, trenching machines, forklift work serving multiple crafts	OE
4.	Curbs and gutters	Carp/IW/Laborers
5.	Vegetation management and weed control	Laborers
6.	Chain link perimeter fencing	Laborers/OE
7.	Dust control	Laborers
8.	Landscaping and erosion control	Laborers
9.	Rigging for off-loading of large equipment or materials of multiple crafts	IW
10.	Excavation and backfilling of trenches by hand	Laborers
11.	Drinking water distribution	Laborers
12.	General site cleanup	Laborers
13.	Concrete foundations	Carp/IW/Laborers
14.	Post insertion <ul style="list-style-type: none"> • Seated equipment • Walk-behind equipment (no seat and <50 HP) 	OE/Piledrivers Laborers
15.	Uncratering of metallic components of the racking system	Laborers
16.	Supporting steel, brackets, I-Beams, and other metallic components of the racking system between the post and module attachment	IW
17.	Cleanup of crating materials for the racking system	Laborers
18.	Handling and installation of PV Modules: The staging area placement, inspection, uncratering, and physical installation of panels will be the work of the Laborers, including cleanup of crate materials. The installation of PV panels wiring is the work of the IBEW	Laborers IBEW

ITEM	WORK ACTIVITY	ASSIGNMENT
19.	Electrical and communications wiring, cables and conduit below and above ground, AC and DC connections, wire trays, combiner boxes, tracking control boxes and other electrical equipment	IBEW
20.	Mounting and alignment of drive motors; pivot shaft	Millwright
21.	Handling and installation of inverter enclosures	IBEW/IW
22.	Industry standard electrical startup and commissioning	IBEW
23.	Buildings	BTs Plan Jurisdiction
24.	Water storage tanks and piping	Boilermaker/UA

Any other work assignments will be based on this table and traditional building trades jurisdiction.

June 20, 2017


Tom Dalzell
Business Manager
I.B.E.W. Local 1245
PO Box 2547
Vacaville CA 95696

Dear Mr. Dalzell:

This Side Letter agreement accompanies the Project Labor Agreement between MCE, and several building trades Unions ("Agreement").

Unless performed by the PG&E, the construction of transmission and distribution lines, outside substations, switchyards, and ground grids for the _____ Project, including the future covered projects, will be performed by contractors who are signatory to a collective bargaining agreement with I.B.E.W. Local #1245. The provisions of Article 12, Successorship and Survivability, of the Agreement govern and apply to this Side Letter with respect to any work that is not performed in accordance with this Side Letter. I.B.E.W. Local 1245 agrees not to make any written or verbal statements about MCE that are disparaging, untrue or inaccurate; Doing so will cause this agreement to be void.

Please indicate your concurrence with the foregoing by executing this Side Letter agreement below.

By: 
Dawn Weisz, MCE

AGREED

I.B.E.W. Local #1245

By: _____
Tom Dalzell
Business Manager