

**I.B.E.W. LOCAL 1245
AGREEMENT
BETWEEN
EPPLER & EPPLER, INC.
AND
LOCAL UNION NO. 1245
AFL-CIO**

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

EFFECTIVE AUGUST 21, 2007 THROUGH DECEMBER 31, 2008

AGREEMENT

This Transport and Heavy Lifting Agreement is entered into by and between Eppler & Eppler Inc., d.b.a., Eppler Towing & Transport (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 purpose 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 this Agreement.

ARTICLE I **SCOPE OF WORK**

1:1 Transport and heaving lifting on properties of Pacific Gas and Electric Company distribution and transmission systems owned or maintained. This work shall be done by skilled personnel that have been formally trained in this specific field. Exclusions: Towing Services and working hauling for FDSI Logistics.

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 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 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 August 21, 2007 and shall remain in effect until December 31, 2008.

3:2 Changes:

- (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 must be specified in the notice.

ARTICLE IV **EMPLOYER RIGHTS – UNION RIGHTS**

4:1 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 give forty-eight (48) hours notice, which shall be confirmed in writing. Disagreement on layoff shall be subjected to the grievance provision of this Agreement.

4:2 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.

4:3 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.

4:4 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.

4:5 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.

4:6 DUES DEDUCTION AUTHORIZATION

AUTHORIZATION: I hereby authorize and direct Eppler & Eppler, Inc., 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: _____

Dept.: _____

ARTICLE V
HOURS-WAGES-WORKING CONDITIONS

5:1 HOURS AND OVERTIME:

- (a) Eight hours shall constitute a days work.
- (b) Time and half the rate shall pay for all overtime.

5:2 HOLIDAY: If required to work on listed holidays the Employer agrees to pay at the overtime rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and the day after Thanksgiving, and Christmas Day.

5:3 VACATION: Vacation time and pay shall be compensated as per employee handbook.

5:4 REPORT TIME: Employees reporting to the job or at the headquarters shall be paid the minimum of two (2) hours work. Employees shall not be required to remain available for a longer period of time without being paid for the extended time.

5:5 EXPENSES: When required the Employer will pay for all reasonable expenses. The Employee shall be issued a Company credit card.

5:6 PAYMENT OF WAGES:

A. Employees are paid bi-weekly per employee handbook.

B. Wage Rates: The following minimum wage rates shall be applicable for term of this Agreement:

<u>Classification</u>	<u>8/21/07</u>
Courier	\$28.60
Box Van	\$28.60
Single Unit Flat Rack (2 Axle)	\$28.60
Pilot Car	\$28.60
Single Unit Flat Rack (3 Axle)	\$28.91
Tractor Trailer	\$29.57
Tractor Trailer with Fork Lift	\$29.57
Crane Operators	25% with minimum of \$50.00/hour

5:7 GROUP I: Truck Drivers operating the following equipment: Couriers, Box Van, Single Flat Rack (2 Axle) and Pilot Car.

5:8 GROUP II: Truck Drivers operating the following equipment: Single Unit Flat Rack (3 Axle).

5:9 GROUP III: Truck Driver operating the following equipment Tractor Trailer and Tractor Trailer with Fork Lift.

5:10 CRANE OPERATORS: Operating cranes and associated equipment.

ARTICLE VI

SAFETY AND WORKING RULES

6:1 It is the Employer's exclusive responsibility to insure 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) Regularly 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 regular safety meetings, quarterly formal classroom-style safety meetings will occur yearly.
- (e) Topics of all safety meetings will be appropriate and often times suggested by various supervisory and management personnel.

ARTICLE VII

7:1 HEALTH AND WELFARE:

The Employer agrees to contribute at rates set by the Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. Payments shall be made to Employees Benefit Administration Corporation (EBAC) to be allocated as Employee elects for the use of Health and Welfare and Pension. The Employer reserves the right to change benefit administrator as needed. The Employer will notify the Local Union and affected employees. Crane Operators working above minimum rate at the 25% level shall be excluded from Article 7.1.

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 PROCEDURES:

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: An Arbitration Board shall be appointed on each occasion that a Grievance is submitted to arbitration. The Board shall be composed of three (3) members, one (1) to be appointed by Union, one (1) to be appointed by the Company. At the earliest convenience of the representatives after their appointment, they shall meet for the purpose of selecting the third member who will serve as Chairman of the Board. In the event the parties are unable to agree on a person to act as a third member (within five (5) working days), they shall jointly request the Director of Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as a third member.

The Board shall hold such hearings and shall consider such evidence as appears necessary and proper. The decision of a majority of the members of the Board shall be final and binding on Company and Union and the aggrieved employee, if any, provided that such decision does not in any way add to, disregard, or modify any provision of this Agreement.

The Company and the Union shall each bear the expense of its own representatives. The expense of the third party shall be borne equally by the Company and the Union.

Either party may call any employee as a witness in any proceeding before the Arbitration Board, and if the employee is on duty, the Company agrees to release such employee from duty so that he/she may appear as a witness. If an employee is called to appear before the Board, the party calling the witness will reimburse him/her for all expenses including the time lost.

ARTICLE IX
SAVINGS CLAUSE

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.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have caused this Agreement to be executed this 21 day of August, 2007, to be effective, August 21, 2007.

EPPLER & EPPLER INC.
P.O. Box 67
Firebaugh, CA 93622

LOCAL UNION 1245
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
AFL-CIO

David Eppler
President

Tom Dalzell
Business Manager

Date: _____

Date: _____