



**Liberty Utilities®**

## **AGREEMENT**

By and Between

**Liberty Utilities (CalPeco Electric) LLC.**

and

**Local Union 1245 of the**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS,**

**AFL-CIO**

**EFFECTIVE DATE**

**August 16, 2017 – August 15, 2020**

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## **AGREEMENT**

THIS AGREEMENT, originally made and entered into the effective August 16, 2011 by and between Liberty Utilities (CalPeco Electric) LLC its successors or assigns, hereinafter called Company, and Local Union 1245 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter called Union

WITNESSETH that:

WHEREAS, the parties hereto desire to facilitate the peaceful adjustment of differences that may from time to time arise between them, to promote harmony and efficiency to the end that Company, Union and the general public may benefit therefrom, and to establish wages, hours and working conditions for certain hereinafter designated employees of Company.

NOW, THEREFORE, the parties hereto do agree as follows:

### **TITLE 1** **RECOGNITION**

- 1.1 For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Company shall recognize Union as the exclusive representative of those employees defined in Exhibit "B"
- 1.2 Provisions of this Agreement shall be limited in their application to employees of Company as described in Section 1.1 of this Title. When the words "employee" and "employees" are used in this Agreement they shall be construed to refer only to employees described in said Section 1.1 unless otherwise noted.

All bargaining unit employees hired by Company shall after thirty (30) days of employment (1) become a member of the Union; or (2) in the alternative, an employee must tender a registration fee to the Union in such an amount as the Union may prescribe (but in no event to exceed the initiation fee required of Union members) and shall tender, monthly, an agency fee as established by the Union in an amount not to exceed the amount of the monthly dues and per capita fees required of Union members.

- 1.3 Company shall deduct from their wages and pay over to the proper officers of Union, the membership dues of the members of the Union who individually and voluntarily authorize such deductions in writing. The form of check off authorization shall be approved by Company and Union.

### **TITLE 2** **CONTINUITY OF SERVICE**

- 2.1 Company is engaged in rendering public utility services to the public and Union and Company recognizes that there is an obligation on each party for the continuous rendition and availability of such services.
- 2.2 The duties performed by employees of Company as part of their employment pertain to and are essential in the operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement, Union shall not call upon or authorize or permit employees individually or collectively to cease or abstain from the performance of their duties for the Company, including but not limited to any slowdown or sympathy strike and Company shall not cause any lockout. The Company will respect employees honoring a picket line of any employer in the event employees reasonably believe that crossing such picket line would cause them physical harm.

- 2.3 Bargaining unit Employees shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its subsidiaries and its service to the public, and shall cooperate in promoting and advancing the welfare of Company and its subsidiaries, and their lines of business and in preserving the continuity of its service to the public at all times. They will treat the public and each other with respect. Company shall cooperate with Union in promoting harmony and efficiency among Company's employees.

### **TITLE 3 DEFINITIONS**

- 3.1 Employees shall be known as "regular", "temporary", "part-time", or "probationary".
- 3.2 For the purpose of the contract, a regular employee is defined as an employee who has completed twelve (12) months of continuous service with the Company.
- 3.3 A temporary employee is defined as an employee hired by the day, or for a time specified by management. A temporary employee would normally be hired for, for example, for seasonal work, specific projects, or short term replacement of a regular employee. A temporary employee shall not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, retirement plan contributions, or items of a similar nature, unless specified by the Company. If a temporary employee's status should change to probationary or regular, he will be credited with all continuous service in determining eligibility for such benefits as may accrue to him in his new status. Temporary employees will not be paid at less than the minimum rate for the job. A temporary employee will not exceed six months employment. By letter of agreement between the Company and the Union, the temporary status of an employee may be extended up to an additional six months.
- 3.4 A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee shall receive sick pay, vacation pay, insurance coverage, retirement plan contributions and items of a similar nature as he shall become eligible for such benefits, but in all other respects shall be equivalent to a regular employee, subject to the provisions of 3.6 of this Title. A probationary employee shall receive not less than the minimum rate for the job. Probationary employees may use accrued vacation and sick leave and shall only have bidding rights, after 6 months of continuous service but shall remain in probationary status for a period of twelve (12) months continuous service.
- 3.5 A part-time employee is one who is scheduled to work less than five days per week or less than eight (8) hours per day. A limited number of part-time employees may be assigned to work covered by the bargaining agreement, provided that such assignment shall not result in the loss of regular employment or regular employees, nor shall the employees so assigned affect the status of or impede the promotional opportunities of the work performed. In determining allowances for vacations, sick leave, and other benefits hereunder, such allowance shall be prorated in direct ratio that the number of hours worked per week bears to forty (40).
- 3.6 The retention of temporary and probationary employees is at the sole discretion of the Company, and termination of employment of such employees shall not be subject to review through the grievance procedure.
- 3.7 Continuous service with Company shall start with the date of employment and consist of the entire period of employment or the aggregate of separate periods of employment in the Company. Continuous service will be broken when (a) an employee is discharged for cause; or (b) an employee voluntarily terminates employment; or (c) an employee has been laid off for more than twelve (12) consecutive months; or (d) an employee has violated the provisions of Section 7.5.

Continuous Service shall include the period defined in Title 15.12.

- 3.8 Company, at its option, may give Drug or Alcohol tests to new applicants before hiring.

#### **TITLE 4** **WAGES**

- 4.1 The wage to be paid employees of the Company covered by this Agreement shall be at the rates specified in the schedule A attached, and made a part hereof.
- 4.2 All employees shall be placed on an hourly rate of pay and shall be paid every other Friday. If a pay day falls on a holiday, the preceding workday shall be payday. The Company will provide direct deposit if requested by the employee.
- 4.3 (a) When an employee is temporarily assigned to work in a classification higher than his regular classification, he shall be paid at not less than the minimum rate established for the higher classification for each hour so worked, with a minimum of one (1) hour and time computed to the next full hour.
- (b) When an employee is temporarily reassigned to work in a classification higher than his regular classification, he shall be paid, upon such reassignment, the rate of pay he last received in such higher classification, plus any general wage increase or adjustments subsequently made therein.
- (c) When an employee is temporarily assigned or reassigned to work in a classification lower than his regular classification, his rate of pay will not be reduced.
- (d) The Company may temporarily fill a management position from a bargaining unit classification. The employee will accrue Company Seniority and Occupational Group Seniority as if the employee was still primarily working in a bargaining unit classification. The Company shall meet and confer with the Union regarding a letter of agreement for employee compensation prior to temporarily assigning any bargaining unit employee to a management position.
- (e) When an employee is temporarily assigned to work in another line of progression, the assignments will not exceed a maximum period of six months in a twenty-four month period.
- 4.4 Company and Union may agree to additional classifications and/or revisions to existing classifications and wages with respect thereto, during the term of this Agreement. Pending negotiations with respect to such classifications and wage rates, the Company may establish temporary classifications and wage rates.

The Company will promptly notify the Union of any such temporary classifications and wage rates which are established. When the Company and Union reach agreement on the wage rate for the new classification, it shall be retroactive to the date when the classification was first temporarily established.

#### **TITLE 5** **TRANSPORTATION**

- 5.1 Company or public transportation shall be furnished to all employees requiring, in the judgment of the Company, transportation in the performance of their duties. In the event an employee is asked to use his own automobile for Company business, he shall be reimbursed at the most recent IRS standard business rate for mileage. Employees who drive on Company business will be required to maintain appropriate licensure. In the event that employees who are required to maintain a driver's license, and have their license revoked, Company shall attempt to provide employee temporary work assignment. Any accidents or traffic violations must be reported to a

supervisor immediately if they occur during the course of work duties. Employees driving their own vehicles for Company business are required to maintain the level of insurance required by the state of California.

## **TITLE 6 WORKING HOURS**

- 6.1 All regular employees shall receive full time employment for each workweek employed provided they report for duty in accordance with the terms and conditions of this Agreement and are in condition to perform their work. This is not to be interpreted to mean that the Company does not have the right to layoff or release employees on account of lack of work or any other valid reasons at the end of the workweek.
- 6.2 Each employee shall have a regularly established schedule of work hours and workdays. Such schedule shall indicate the starting and quitting times, the regularly scheduled meal period and the scheduled non-workdays.
- 6.3 The workweek shall begin on Sunday at 12:00am and end on Saturday at 11:59pm. (Amended 8/16/14)
- 6.4 A change in the regularly scheduled lunch period for any reason shall be deemed to require the payment of overtime, provided, however, that the lunch period may be advanced or delayed one-half (½) hour without the payment of overtime. Meal breaks must be taken within the first-5 hours from the start of employees shift.
- 6.5 Employees who are required to report for work on their non-workdays, or on holidays which they are entitled to have off, or outside of their regular work hours on scheduled workdays, shall be paid overtime compensation for their actual work time plus travel time in the amount of thirty (30) minutes from his home and fifteen (15) minutes for travel to return home. If an employee who is called out for such work outside of his regular work hours on a workday continues to work into or beyond his regular work hours, he shall be paid overtime compensation for actual travel time or in the amount of thirty (30) minutes only from his home to work

This portion of this Title relating to travel time shall not apply to prearranged extended work schedules on regular workdays.

- 6.6 (a) If an employee is instructed by his supervisor to report for prearranged work on a non-workday, or on a holiday which he is otherwise entitled to take off with pay, and the employee reports for work as instructed, the employee shall be paid overtime compensation for a minimum of four (4) hours. However, this will not apply to cases in which the employee is prevented from completing the assignment or earning the minimum through no fault of the Company. In such cases, an employee may be required to perform other duties on company premises but in no case shall he be paid less than two (2) hours at the overtime rate.  
  
(b) In the event an employee is instructed to report for prearranged work as provided in 6.6 (a) above, and such work is canceled, the employee shall be paid overtime compensation for a minimum of two (2) hours, if he has not had notice of such cancellation at least twelve (12) hours prior to the designated reporting time.
- 6.7 Employees' hours of work shall be regularly scheduled by the Company. The regular workdays shall be Monday through Friday subject to 6.7 (b) below. The established combinations of days and hours shall be the normal workweek.

- a) Working hours for Clerical employees shall begin between the hours of 6:00 AM and 9:00am and shall end between the hours of 3:00pm and 6:00pm with a

lunch period of a minimum of thirty minutes and not to exceed one hour beginning no later than five 5 hours from their scheduled start time.

- b) With minimum of two week notice, schedules may be changed twice per calendar year. (Amended 8/16/14)
- c) Working hours for outside employees shall be either: 1) Five (5) eight (8) hour days each week. Working hours to be between the hours of 6:00am to 4:00pm, or 2) the adoption of an alternative workweek will be allowed at the discretion of the Company to address business needs. If agreed upon by the Company, employees in an affected work unit will receive a written proposal for an alternative work schedule. A meeting will be held no more than fourteen (14) days prior to voting to discuss the effects of the alternative workweek schedule. A secret ballot vote will be held and the proposed schedule must receive a two thirds affirmative vote in order to be adopted. The Company may terminate the elected alternative workweek after providing reasonable advance notice of no less than fifteen (15) working days. Employees may repeal an elected alternative workweek by holding a secret ballot vote. A petition to repeal must be signed by one-third of the affected employees and a secret ballot election will be held. A two-thirds vote is required to reverse the alternative workweek.
- d) Holidays pay for any employees may not exceed eight (8) hours per holiday. Employees working alternative work schedules will have the choice to take time off without pay, use available vacation or make up missing hours within the same work week

6.8 An employee shall report to the Company headquarters to which he has been regularly assigned and he shall return thereto at the conclusion of the day's work. The time spent in traveling between such headquarters and the job site or actual travel time in connection with assignments for training, shall be considered as time worked and the employee will be paid at the appropriate rate of pay. If it is more practical in the opinion of the employee for the employee to report directly to a jobsite or different headquarter at Company's direction, no travel time between headquarters will be paid. In case of a long term project, defined as a project which the Company determines qualifies employees to reimbursement of full out of town expenses as outlined in Article 16.8, the project site shall be considered headquarters for purposes of this section. Employees working on long- term project under this 6.8 and permanently residing within 15 miles of such temporary headquarters will not receive expenses for out of town assignments outlined in Article 16.8.

6.9 The workweek and work hours of part-time employees shall be governed by the following rules:

- (a) Company shall notify Union of all part-time employees hired, the work being performed, and the schedule of work hours and workdays, if any, for such employees.
- (b) Schedules of work hours and workdays for part-time employees which would fall within the regular work hours and workdays established in Section 6.7 may be established at the convenience of the Company.
- (c) Schedules of work hours or workdays for part-time employees which would fall wholly or in part outside the regular work hours and workdays established in Section 6.7 shall be established by mutual agreement between Company and Union.

6.10 The work schedules of temporary employees shall be as assigned by the Company.



**TITLE 7**  
**LEAVE OF ABSENCE**

- 7.1 "Leave of Absence" and "Leaves" signify approved absence without pay. A leave shall commence on and include the first workday on which an employee is absent and shall terminate with and include the workday next preceding the day on which the employee returns to work. The employee's status as a regular employee shall not be impaired by a leave of absence and the conditions of the leave shall be governed by the provisions herein applicable to the type of leave granted. Any demotion of an employee caused by a reinstatement of an employee who has been absent on an approved leave of absence shall be governed by the layoff procedure as provided in Title 15, Section 15.9.
- 7.2 A leave of absence shall be granted to employees who enter the armed forces of the United States and are required to be away from work, provided, however, that any such leave of absence and the reinstatement of any such employee shall be subject to the terms of any applicable law which provides for re-employment.
- 7.3 A leave of absence of up to ten (10) days of unpaid time off shall be granted to an employee whose spouse is a qualified member of the military and is on leave from active military service. A qualified member is defined as a member of the U.S. Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the U.S. President, or a member of the National Guard or Reserves who has been deployed anywhere during a military conflict. The employee must notify Company of employee's intention to take leave within two business days of receiving official notice that the employee's spouse will be on leave from military deployment. The employee must provide written documentation certifying the spouse's temporary leave from active duty during the time the leave is requested.
- 7.4 Company shall, at the written request of Union, grant a leave of absence without pay to an employee who is appointed or elected to any office or position in the Union and whose services are required by the Union, provided adequate arrangements can be made to take care of the employee's duties, without undue interference with the normal routine of work. Such Union leave shall be subject to the following conditions:
- (1) The term shall be for a fixed period not to exceed two (2) years. The period shall be stated in the request for leave.
  - (2) The employee shall be returned to employment in his same classification held at the time the leave was granted and at the same headquarters at which he was last employed, or at the nearest headquarters to that location in which a vacancy exists.
  - (3) The seniority of an employee who is granted a leave of absence under the provisions of this Title shall accrue during the period of such leave.
- 7.5 All employees who are disabled on account of pregnancy, childbirth or related medical conditions are entitled to an additional unpaid leave for the period of disability, for up to a maximum of four months under Fair Employment and Housing Authority (FEHA) Pregnancy Disability Leave and the Company shall adhere to all State and Federal requirements related to such leave.
- 7.6 Exclusive of leaves of absence granted under 7.2, 7.3 and 7.4 above, leaves of absence for urgent, substantial personal reasons shall be requested in writing to employee's supervisor/manager and shall be granted to regular employees provided that Company reasonably determines that it can make adequate arrangements to take care of the employee's duties without undue interference with the normal routine of work, under the following conditions:
- (1) The purpose for which the leave is granted will not lead to the employee's resignation.

- (2) The employee shall be reinstated to his or her former classification and headquarters upon returning from an authorized leave.
- (3) Except as otherwise provided herein, an employee's seniority shall not accrue while he or she is on leave without pay.
- (4) If an employee fails to return immediately on the expiration of the leave of absence, or if he accepts other employment while on leave, or if he makes application for unemployment benefits while on leave, he shall there by forfeit the leave of absence and terminate his employment with the Company.

7.7 Employees will be granted 3 paid days off for funeral leave of the following members of the employee's family; spouse, Parents, Step Parents, Grandparents, Step Grandparents, Child, Grand Child, Step Child, Sister, Brother, Half-Sister, Half Brother, Daughter-in-law, Son-in-law, Aunts, Uncles. Employees will be granted 1 paid day off to attend services or gatherings for other family members, friends or acquaintances, this leave shall not exceed 2 days in a calendar year.

7.8 Employees shall be eligible for family and medical leave and family care leave in accordance with the provisions of the federal Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA") and such regulations as may have been adopted pursuant to such statutes, as such laws and regulations may be amended from time to time.

## **TITLE 8** **INCLEMENT WEATHER PRACTICE**

8.1 Regular and probationary employees who are unable to work in the field because of inclement weather or other similar causes, shall receive pay for the full day, provided they have reported for duty. However, they may be held pending emergency calls, and may be given first aid, safety or other training, or they may be required to perform miscellaneous work in warehouses or other sheltered locations. Temporary employees under the same conditions shall receive pay for time they worked or are held on Company property, or ordered to standby. They shall not be paid in any event for less than four (4) hours.

8.2 With approval of the appropriate Company manager or supervisor, the employee in charge at a job site shall be responsible for determining whether weather conditions warrant cessation of outside work in any particular situation. In arriving at a decision with respect to weather conditions, the Company shall take into account such factors as:

- (1) Employee safety
- (2) Operating requirements
- (3) Undue hazards
- (4) Service to the public
- (5) Job site working conditions
- (6) Anticipated duration of time required to leave unfinished job in a safe condition
- (7) Anticipated duration of inclement weather
- (8) Distance from job site to operating headquarters
- (9) Any other pertinent factors which in his opinion should be taken into account in reaching his decision relative to stopping or continuing work.

## **TITLE 9** **OVERTIME**

9.1 Overtime is defined as (a) time worked in excess of forty (40) hours in a workweek; (b) time worked in excess of eight (8) hours on a scheduled workday; (c) time worked on a non-scheduled workday; (d) time worked on a holiday; (e) time worked outside of regular work hours on a workday. Overtime shall be computed to the nearest quarter hour.

- 9.2 (a) If an employee is called out by a responsible authority of the Company outside the employee's regularly scheduled hours and works less than two (2) hours, the employee shall receive not less than two (2) hours of pay at the applicable overtime rate, for each such call-out, provided the employee has finished his first call-out and has returned to his home. If the employee is sent on another job or jobs prior to returning home from the initial call without a break in work time it shall be considered as a single call-out. It shall be the policy of the Company to avoid a second assignment except those of such urgency as would ordinarily warrant a call-out, but the determination of such urgency shall be determined solely by the Company representative dispatching the call.
- (b) Such minimum call-out pay provision shall not apply and the overtime payment shall be made only for actual work time outside regular hours where:
- (1) The call-out is less than two (2) hours prior to the employee's regular starting time and the work extends into the regular workday.
  - (2) The call-out is an extension of the regular workday or the employee has not left the Company premises when called. Any employee required to keep a radio-equipped Company vehicle at home when off duty shall, upon completion of a tour of duty precede directly to his home. Any call-out while in transit shall be considered an extension of the regular day without interruption in time. A call-out received after reaching home and signing off the radio shall be considered an emergency call-out.
- 9.3 Overtime shall be divided as equally as is practicable by classification and among those qualified and available in each department. All overtime for individuals in each work group shall be posted and emailed every thirty (30) days. (Amended 8/16/14)
- 9.4 Nothing contained herein shall be construed to require the payment of overtime compensation under more than one of the foregoing definitions for a single period of operation.
- (a) Except as otherwise provided herein, overtime compensation shall mean a rate of pay equivalent to one and one-half (1 ½) times the standard rate of pay.
  - (b) Employees shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for a) all time worked in excess of twelve (12) consecutive hours, b) all call-out hours between the employees quitting time and normal starting time, c) all call out hours between the employees quitting time and if emergency work continues into normal starting time until emergency work is completed at which time employee will return to their regular rate of pay or at the rate defined in Section 9.1, and d) emergency work performed on prearranged OT. After completion of emergency work those employees' previously performing prearranged work and return to prearranged work will return to time and half. (Amended 8/16/2017)
  - (c) Prearranged overtime worked in excess of twelve (12) consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of (2) times the employee's straight rate of pay.
  - (d) Employees called out on holidays shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all such call-outs or prearranged holidays.
  - (e) When on Mutual Aid assignments, employees will be paid at two (2) times their straight time rate of pay.
- 9.5 (a) Any regular and probationary employee who works between the hours of 11PM and 3 am, or who has worked eight (8) hours or more at overtime shall be entitled to a rest period of nine and

one-half (9 1/2) consecutive hours upon completion of such overtime work.

- (b) If the employee becomes eligible for a rest period in accordance with Subsection (a) above, and Company requires the employee to continue work into his regular work period, the employee shall be paid at two (2) times the standard rate of pay for all hours worked until he is given a rest period of nine and one-half (9 1/2) consecutive hours.
- (c) If the employee becomes eligible for a rest period and is called back to work during his nine and one-half (9 1/2) hour rest period, the employee shall be paid at two (2) times the standard rate of pay for all hours worked until he has been relieved from duty for at least nine and one-half (9 1/2) consecutive hours, and a new rest period will commence at the conclusion of such work.
- (d) Should the rest period provided in Subsection (a) above extend into his regular work hours, the employee may be required to report for work at the end of said rest period for the remainder of that regular work period. He will, in any event, be paid at straight time for the said regular work period.

9.6 Company and Union agree fatigue can compromise safety during prolonged working hours. For this purpose, the Company and Union will form a committee to create a Rest Policy. This committee will be formed at the earliest possible date after ratification of this agreement and shall create a viable policy that will be in full force by October 15 2017.

## **TITLE 10** **HOLIDAYS**

10.1 It shall be the policy of the Company to perform only necessary work on any of the holidays observed by the Company. The determination as to the necessity for holiday work and the number and choice of employees required to work on the holiday shall be determined by the Company.

10.2 "Holiday" as used herein is defined as the day on which the following holidays are observed:

New Year's Day  
Presidents Day (Third Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

(a) In addition to the above holidays each probationary or regular employee shall be entitled to three (3) additional days off with pay each year, such day to be taken at the option of the employee with the approval of the Manager.

10.3 If a holiday falls on a regular or probationary employee's scheduled non-workday, the employee shall, during the ensuing ninety (90) days be given a workday off with straight time pay at the convenience of the Company provided that such day shall be added to his vacation or given in conjunction with his scheduled non-workdays. The employee may have the option of foregoing the workday off and accepting regular straight time pay for the holiday if he so desires.

10.4 If a holiday falls on a regular or probationary employee's scheduled non-workday and the employee works on that day, he shall be paid at the applicable overtime rate for all work

performed and in addition he shall, during the ensuing ninety (90) days be given a scheduled workday off with straight time pay at the convenience of the Company provided that such day shall be added to his vacation or taken in connection with his scheduled non-workdays. The employee may have the option of foregoing the workday off and accepting regular straight time pay for the holiday if he so desires.

- 10.5 If a holiday falls on a regularly scheduled workday of a regular or probationary employee and he performs no work that day, he shall be given a holiday allowance equal to his regular straight time pay for the day.
- 10.6 If a holiday falls on a regularly scheduled workday of an employee and he works that day, he shall be paid applicable overtime rate for all work performed, plus his holiday allowance.
- 10.7 If a holiday falls on Saturday and the Saturday is a scheduled non-workday for the employee, the Company will endeavor to arrange for such employee to be given either the workday off prior to or the workday off after the holiday. If a holiday falls on Sunday and the Sunday is a scheduled non-workday for the employee, the Company will endeavor to give employee the workday off next following the holiday.
- 10.8 If an employee takes off any of the above named scheduled holidays and is absent without a bona fide reason on the workday either immediately preceding or following such holiday, he shall not receive pay for the holiday, but his pay for the holiday shall not be withheld if a non-workday intervenes between the holiday and the day on which they are absent.

**TITLE 11**  
**VACATIONS**

- 11.1 All bargaining unit employees except temporary employees begin accumulating vacation time upon employment. Vacation time shall be computed from the employee's continuous service date and will be credited bi-weekly.
  - (a) An employee's continuous service date shall be his/her most recent date of hire.
  - (b) When an employee's accrual rate changes as stated in 11.2 below, the new accrual rate will be effective at the beginning of the pay period in which the continuous service anniversary date falls.
- 11.2 Full-time employees other than temporary employees earn vacation time as follows subject to the provisions of Title 20: Effective 1/1/18

<b>Years of Employment</b>	<b>Eligible Vacation Time per Year</b>
Start date – less than 7 years of employment	15 days/ 3 weeks
7 years – less than 15 years of employment	20 days/4 weeks
15+ years of employment	25 days/5 weeks

For those employees who currently accrue 30 days of vacation per year, their accrual rate will be unchanged.

- 11.3 Each employee who has completed, ten (10), fifteen (15), twenty (20), etc., years of continuous service with the Company will be credited with five (5) days' vacation (40 hours) in the pay period in which the continuous service date falls. For the purpose of vacation credit eligibility, continuous

service shall include employment with the Company including service time with NV Energy/Sierra Pacific Power Company.

- 11.4 The vacation allowances set forth in Section 11.1 and 11.2 are for full-time employees.
- 11.5 Vacation may be taken subject to operational needs of the Company and by mutual agreement of Company and employee.
- 11.6 Company shall not require an employee to take his vacation in lieu of sick leave or leave of absence on account of illness.
- 11.7 All vacation shall be taken on consecutive days unless otherwise mutually agreed upon between Company and the employee.

An employee may, upon his request, and with the consent of his Supervisor, take a vacation of less than five (5) consecutive work days provided that.

- 1. Such request is submitted as far in advance as is possible.
- 2. Such request is no less than 1 hour. (Amended 8/16/14)

- 11.8 Regular and probationary employees whose employment with the Company has been terminated for any reason shall, at the time of such termination, receive vacation pay in lieu of any vacation allowance due.

- 11.9 Earned vacation which is not used by an employee may be allowed to accumulate. Such vacation may be carried over from one (1) payroll year to the next following payroll year provided that the carryover vacation does not exceed a maximum amount based on years of continuous service as stated below:

Years of Continuous Service	Maximum Carryover Vacation
1st through 6th year	22.5 days or 180 hours
7th through 14th year	30 days or 240 hours
15th year	37.5 days or 300 hours
Grandfathered (30 days)	45 days or 360 hours

Should any employee reach his maximum allowed accrual as defined in this Title he shall stop accruing additional vacation until his accrual balance drops below the maximum allowed.

- a) Prior to February 2015 and every year thereafter, the Company at its discretion can require employees to take vacation but will allow up to five (5) days to be carried over into the next calendar year.
  - b) An employee will be entitled to use their annual grant at the beginning of each calendar year. Upon termination, vacation balances accrued and banked up to date of termination will be paid on employee's final paycheck. If employee uses more vacation than accrued at termination, employee will not be required to pay back the portion not yet accrued. (Amended 8/16/14)
- 11.10 When an employee is required to carry over a vacation from one (1) payroll year to the next payroll year due to an approved absence from work because of an extended illness or industrial injury, such vacation will be taken at the convenience of the Company and at such time as not to interfere with vacation schedules of other employees. Such vacation will not be subject to 11.9.
  - 11.11 When an employee's approved scheduled vacation is canceled by the Company due to unforeseen emergency conditions, or an employee foregoes his/her vacation for the convenience of the Company, the employee shall be allowed to reschedule his vacation by mutual agreement between Company and the employee. If such vacation must be carried over to the next following



payroll year, it shall not be subject to 11.9

- 11.12 Vacations may be scheduled at any time from the first of the year to the end of the year by mutual agreement of Company and employee.
- 11.13 Before April of each year, there will be a sign-up in each department so that the employees may designate their choice of vacation periods. The Company shall prepare the annual vacation schedule on the basis of such sign-up. Wherever possible, the selections of the employees within each classification shall be granted in the order of their Company seniority.
- If, in accordance with Section 11.7 above, an employee has arranged to take his vacation in two (2) or more periods, the use of seniority as a factor in securing preferential consideration over other employees shall be limited to one (1) of such periods.
- 11.14 Vacation lists shall be posted on or before April 15 of each year.

## **TITLE 12 HEALTH AND SAFETY**

An important part of every employee's acceptance of employment with the Company is to commit to conduct his or her work in accordance with applicable health and safety regulations, policies and procedures and to cooperate with other employees with whom he works to implement health and safety best practices.

Therefore, every employee of this Company is pledged to know and understand the health and safety guidelines and put them into effect for every applicable situation in their daily activities.

Every employee must be familiar with the special safety policies/procedures or work practices and regulations pertaining to his particular classification, in addition to the general overall safety guidelines

- 12.1 The Company shall make reasonable provisions for the health and safety of employees in the performance of their work. The Union shall cooperate in promoting and supporting the responsibility of each individual employee with regard to the prevention of accidents/incidents.
- 12.2 The "Liberty Utilities (CalPeco Electric) LLC – Safety Rules" will be the safety manual for all items addressed within. Company reserves the right to draft additional reasonable health and safety policies/procedures and/or work practices as applicable for issues not addressed in the Liberty Utilities (CalPeco Electric) LLC - Safety Rules, for employees and to insist on the observance and implementation of such guidelines documents. A copy of the rules will be furnished to the Union.
- All contractors and/or contract employees shall follow all applicable "Liberty Utilities (CalPeco Electric) LLC Safety rules.
- 12.3 The Company will hold not less than one (1) health and safety meeting per month at practical points throughout the system. When practicable, such meetings shall be scheduled to permit as many employees as possible to attend. Employees shall be required to attend health and safety meetings except for good cause. Certain safety training will be deemed mandatory and employees will be required to participate. The programs of the health and safety meetings shall be arranged by the Company and in general will cover material and topics appropriate to each group.
- 12.4 The Company will promptly notify the Union Business Representative of any accident resulting in serious injury or death to an employee.
- 12.5 Any accident of serious nature shall be investigated by the Company. At the request of either the

Company or the Union, a Joint Investigating Committee shall be established to participate in the investigation. The Joint Investigating Committee shall consist of not more than four (4) employees, two (2) of whom shall be appointed by the Company and two (2) by the Union. The Company shall be liable for lost time or expenses or the health and safety of employees on the Committee appointed by the Union.

After investigating a serious incident, the Joint Investigating Committee may at its discretion file a joint report or separate report or reports with the Company covering its recommendations for prevention of similar incidents in the future. It is understood and agreed that the Company is not obligated or required to accept the committee recommendations. The Company may, in its sole discretion, accept or reject all or any part of such recommendations; however, the Company will provide the Joint Investigating Committee a written response to submitted reports.

- 12.6 The Joint Health and Safety Committee shall be made up of at least 4 employees from diverse areas of the company who are familiar with a variety of safety processes and procedures related Liberty Utilities work including one representative from the Environmental, Health and Safety Department. Equal representation from management and workers shall make up the committee. The Chairman of each such Committee shall be the employee who has served on said Committee for the two (2) preceding inspection periods. Members shall serve staggered term such that the Chairman leaves the committee and is replaced by a new member. The Company shall make appointments to the Joint Health and safety Inspection Committee. Union shall have the right to suggest names for appointment to such Committee. Such Committee shall make inspections at least twice per year Inspections are completed during employee's normal working hours. (Amended 8/16/14).

The Joint Health and Safety Committee shall be made up of at least 4 employees from diverse areas of the company who are familiar with a variety of safety processes and procedures related CalPECo work including one representative from the Environmental, Health and Safety Department. Equal representation from management and workers shall make up the committee. The Chairman of each such Committee shall be the employee who has served on said Committee for the two (2) preceding inspection periods. Members shall serve staggered term such that the Chairman leaves the committee and is replaced by a new member. The Company shall make appointments to the Joint Health and safety Inspection Committee. Union shall have the right to suggest names for appointment to such Committee. Such Committee shall make not less than one (1) inspection per quarter. Members of such Committees shall have time off with pay for the purpose of making said inspections and shall be reimbursed by Company for expenses incurred therefore.

- 12.7: Any Personal Protective Equipment required in compliance with OSHA regulations will be provided by the Company and must be worn by designated personnel who work within such regulations.
- 12.8 Company will provide upon submission of appropriate documentation of expense, a non-taxable reimbursement for outside employees a boot or accessories allowance of up to \$300 annually subject to manager approval. This Title does not address, and is exclusive of, Flame Retardant Clothing. (Amended 8/16/17)
- 12.9 Company shall facilitate vendor/s to provide and maintain appropriate Flame Retardant Clothing at Company expense.



**TITLE 13  
UNION ACTIVITY**

- 13.1 One bulletin board at each headquarters shall be designated and reserved for Union use.
- 13.2 The Company shall not discriminate against an employee because of his or her membership in the Union or his or her activity on behalf of the Union, and the Union agrees not to discriminate against any employee because of his non-affiliation with the Union.
- 13.3 The Union's use of the bulletin board shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business, and Union shall not post thereon any matter relating to the solicitation of employees to join Union or the collection of dues, or any matter derogatory to Company.
- 13.4 At the request of the Union Representative, the Company shall authorize him to enter any Company property where any employee with the bargaining unit is employed.
- 13.5 Upon 72 hours request, employees may be granted time off to conduct Union business. The Company, in its sole discretion, reserves the right to deny such request. If such request is granted, the Union will reimburse the Company for the employee's salary plus fringe benefit costs while the employee is off conducting Union business.

**TITLE 14  
SICK LEAVE**

- 14.1 Definition of Sick Leave. Sick Leave means an authorized paid leave of absence which is granted to an employee who has actually become incapacitated and who is, thereby, unable to perform employee's regular duties and responsibilities. Such inability will have resulted from (1) personal illness or accident; or, (2) pregnancy. Sick Leave is not applicable to industrial disability (otherwise provided for below) except to the extent of supplementing industrial disability leave up to 100% of an employee's regular straight time earnings. Such application shall be at the employee's option.
- 14.2 Eligibility and Accrual: Full-time regular employees of to a maximum bank of fifteen (15) days.

All active employees' current banks shall be placed into a "Legacy Bank" for future sick use. This bank is a decrement bank only and once depleted completely will become obsolete. Along with this provision, each active employees Legacy bank will be granted the following:

- Year 1 – 10 Days grant/2 days in legacy bank + 5 days
- Year 2 – 7 days grant/5 days in legacy bank
- Year 3 – 5 days grant/7 days in legacy bank
- All remaining grant shall roll in to sick bank
- All future years employees will be granted 5 days of sick
- If sick leave is exhausted, vacation, float and/or pager time must be used in its place. The company does not approve time off without pay unless on an approved leave of absence.
- A comp time bank (banking of overtime) shall be set up with a maximum of 40 hours per year placed into the comp time bank. Any remaining comp time in a calendar year will be paid out on the last check of that year. Employees who are eligible for Pager Time may take only a combination of pager time and comp time totaling 120 hours. Comp time must

be scheduled a minimum of 24 hours ahead of regular shift if used for non-sick time or a minimum of 30 minutes ahead of a regular shift if used for sick time. Comp time used as sick leave is subject to the Company sick leave policy and if there is abuse of this bank, any remaining time in the comp time bank shall be paid out on the next regular payroll check.

- Comp time may be taken in 1 hour increments.

(a) Sick Leave Incentive Plan: Exclusive of “kincare”, employees may exchange personal disability leave for its cash equivalent according to the following schedule. Eligible employees are those regular full-time employees who work a full payroll year. The credit is granted after year end according to the following schedule:

<b>Prior Year's Personal Sick Leave Usage</b>	<b>Sick Leave Credit Conversion</b>
Less than eight (8) hours	Two {2} days
One (1) day	One (1) day, four (4) hours
Two (2) days or less	One (1) day

- 14.3 If a holiday falls on a workday within the sick leave period of an employee who is entitled to holidays off with pay, it shall not be included in the leave.
- 14.4 The Company may require satisfactory evidence of an employee’s illness or disability before sick leave will be granted. If it is found that the employee is taking undue advantage of sick leave provisions, said employee shall forfeit all sick leave accumulated up to that date.
- 14.5 An employee may use his sick leave allotment to care for their sick child, parent, spouse, domestic partner or child of a domestic partner.

Nothing in the foregoing Title shall be interpreted to entitle the employee to sick leave while on vacations, temporary layoff status, upon severance of employment, or while receiving workers compensation benefits.

**TITLE 15**  
**SENIORITY**

- 15.1 There shall be two types of seniority, Occupational Group Seniority and Company Seniority. Company Seniority shall be defined as total length of continuous service with the Company as determined in accordance with 3.7. Company Seniority shall be used as the basis for determining such benefits as sick leave, retirement contributions, vacations and protection against demotion and layoff. Occupational Group Seniority shall be defined as the total length of service in one of the occupational groups shown in Exhibit C. Occupational Group Seniority shall be used in determining the preferred bidder within an occupational group and line of progression in the sequence outlined in 15.3. Attached hereto and made a part hereof is Exhibit C, an appendix outlining the "Occupational Groups" and "Lines of Progression" to be used for promotion and demotion. All apprentice classifications will be filled based on Company seniority.

15.2 Company shall make up and post on bulletin boards a Company seniority list and an occupational seniority list every six (6) months. If no opposition shall be made in writing within thirty (30) days after posting, the respective seniorities shall be considered as correct as listed. A copy shall be furnished the Union.

15.3 When new job classifications are created, as provided in 4.4 or additional jobs created or vacancies occur which will last for more than thirty (30) days, such jobs shall be posted on the bulletin board by the Company for a period of seven (7) calendar days.

Such job postings shall include the date of the posting, the nature of the job, including its duties, and qualifications required and rate of pay. The Company shall furnish the Union with a list of bidders on all posted jobs. Within ten (10) working days of the close of the bidding period the Company shall post on bulletin boards the name of the applicant, if any, awarded the job, and mail a copy of such notice to the Union. If no bids are received for the job during the bidding period, the Company may fill the job from any source whatsoever. If a job is filled from sources other than bidders and the job again becomes vacant within thirty (30) days from the date the job was last filled, it shall not be necessary to again post the job if filled a second time within thirty (30) days. Attached hereto and made a part hereof and numbered Exhibit B are the "Job Descriptions and Qualifications" of those jobs coming within the scope of the bidding procedure. Bids for job vacancies will be given preferential consideration in the following manner. Subject to 15.5 and 15.8, the employee with the greatest Occupational Group Seniority shall be awarded the job, except under (d) below, Company seniority shall be used:

- (a) Bids from employees within the same occupational group in the same classification or classification higher than the existing vacancy.
- (b) If there are no bidders under (a), all bids from employees in the next lower classification within that occupational group.
- (c) If there are no bids received under (a) or (b), all bids from employees within the occupational group in which the vacancies exist.
- (d) Should there be no bids from any employees in the groups described in (a), (b), or (c), all other bids from any employee in any occupational group, regardless of classification and subject to 15.5 and 15.8, the bidder with the greatest Company Seniority shall be awarded the job.

15.4 When the Occupational Group Seniority is identical for two (2) or more employees whose bids are entitled to equal consideration under paragraph (a), (b) or (c) of 15.3, preferential consideration shall be given to the employee with the greatest Company Seniority.

When Occupational Group Seniority and Company Seniority are identical for two (2) or more employees a coin toss shall decide the employee awarded the position.

15.5 Whenever a vacancy occurs in any job classification, Company may, in its discretion, temporarily fill such vacancy. Except for temporary appointment to the job of working foreman, any such temporary appointment shall, if practicable, be given to the employee in the occupational group in which the vacancy occurs who would be eligible therefore under the seniority and job bidding provisions of the Agreement. Nothing in this Agreement shall be construed as limiting the right of the Company to determine the number of employees required in each classification nor shall it be construed as limiting the right of the Company to determine whether a vacancy shall be filled.

15.6 An employee promoted to a higher classification which requires training shall be given a qualifying probationary period of up to six (6) months. Such period shall be for the purpose of determining whether they can meet the job requirements. If within ninety (90) days after promotion to a higher classification the employee determines the position is not suitable for them, the employee may elect return to their former job classification and wage rate. After ninety (90)

days Company will review the employee's progress and may place the employee on a performance improvement plan. If in the judgment of the Company the employee fails to demonstrate his ability to perform the job or lacks the ability to progress during the six (6) months probationary period, he shall be returned to his former job classification and rate of pay and the job will be again offered for bid. At the discretion of the Company, if at the end of the initial six (6) month probationary period an employee hasn't demonstrated the ability necessary for a position, but the Company feels that the problems were beyond the ability of the employee to control or that there is a high probability that with additional time the employee will be able to successfully perform the new job, the probationary period may be extended three (3) months. If Company extends this probationary period, and at the end of the nine (9) month period the employee is returned to his/her former classification, all employees that had moved up through the process shall also return to their former classification. New hires or "probationary" employees are covered by section 3.4. (Amended 8/16/14)

15.7 All bids shall be submitted by United States mail to the office of the Human Resources Manager of the Company at its general offices in South Lake Tahoe, California. The Company will not consider any bid postmarked more than ten (10) days from the date of posting.

15.8 (a) Notwithstanding anything contained herein, Company need not consider the bid of any employee who does not possess, in the reasonable judgment of the Company, the knowledge, skill, efficiency, adaptability and physical ability required for the job on which the bid is made.

(b) In filling a job vacancy in a classification involving personal contact by the employee with the public, or a technical classification or a classification in which an employee must exercise supervisory duties, the Company shall consider bids of employees submitted as herein provided, but the Company may nevertheless fill such vacancy on the basis of ability and personal qualifications as reasonably determined by the Company.

(c) In filling a vacancy in a classification in which an employee must exercise supervisory duties, the Company, notwithstanding the other provisions of this Title 15, shall give preferential consideration to the bids submitted by the employee who have a combined total of one (1) year or more experience in a journeyman classification or classifications higher thereto in the normal line of progression.

15.9 When it becomes necessary for Company to lay off employees due to lack of work or other business reasons, the Company shall give employees concerned as much notice as possible under the circumstances; but in no event shall an employee receive less than thirty (30) days' notice of layoff. Where temporary employees are involved, no notice of layoff is required. Layoff in all cases due to lack of work will be determined by Company seniority and qualifications in accordance with the provisions of Exhibit C. Rehiring of employees who have been laid off due to lack of work will be determined by Company seniority and qualifications. Company will make a reasonable effort to notify those employees who have signified their desire to be rehired, of job vacancies which occur during a period of one (1) year following the date of the layoff. Those employees rehired under these circumstances will, upon reinstatement, be given all benefits for which they qualify as a regular employee.

15.10 The seniority rights of employees who are members of the armed forces shall accrue while they are absent on military duty or on approved military leave of absence.

15.11 Both the Company and Union recognize that situations will arise with respect to partially incapacitated employees, employees displaced by new technologies or revisions of operational procedures, and employees who are temperamentally unsuited for their jobs, and that in such cases the bidding procedure may be waived by mutual agreement of the Company and the Union in order to properly protect the seniority of employees who have given long and faithful service. The Company will discuss such cases with the Union as far in advance as possible with the object of avoiding any inequitable situations which might result. Both parties will endeavor to

provide for retention of employees in the Company, in jobs suitable to their capabilities, first in the areas where they are employed at the time, or secondly in other areas of the Company's operations. If after full discussion of such cases and survey of all possibilities reasonably available as a solution of the problem, the Union and the Company are unable to agree on a satisfactory solution, the Company shall have the right to make such changes or layoffs, as it may deem necessary, consistent with the provisions this Agreement.

(b) The Company will endeavor to train those employees employed during the term of this agreement who are affected by technological changes for other positions at Liberty Utilities within their current geographic area provided the position is warranted and needed and the employee is adequately suited for the new role.

- 15.12 Employees who transitioned from Sierra Pacific Power Company (SPPC) at close of sale and who began employment with the Company on January 1, 2011, will be credited with all Occupational Group and Company Seniority which was earned while employed at SPPC.
- 15.13 In filling vacancies for all Foreman classifications, Company shall consider the appointment of employees to any such vacancy as herein provided, and where the Company determines that the following qualifications are relatively equal, seniority shall govern:
1. The quality of any employee's performance in his current job.
  2. Employee's background of education and experience in similar or related work.
  3. The amount of any necessary or pertinent special preparation for the new job, which the employee has completed at the time the bid, is made.
  4. Employee's previous demonstrations of leadership and progress.

It is the intent of the parties that the Union shall not have the right to arbitrate the "judgment" of the Company with respect to these four listed criteria, but that the Union shall have the right to file a grievance, if it believes there was not a fair submission of facts upon which that judgment was made.

After selecting an applicant on the above basis, the Company shall notify the Union of the name of the applicant selected by letter or e-mail. During a period of fifteen (15) calendar days following the receipt of such notification, the Union may investigate the facts used by the Company in making its selection. If, after such investigation, the Union feels that it would serve a useful purpose to further review the matter, the Union may request a meeting with an officer of the Company or his representative. The Union Representative at such meeting shall not have participated in the original investigation. The Union and Company representatives will then review the facts used by the Company in making the selection. The Company's initial selection decision will stand unless, after such review of the facts, the Union and Company representatives both agree within thirty (30) days after the initial selection was given to the Union that the selection decision was arbitrary. Such decision shall be final and binding upon the Company, the Union and the employees involved.

15.14 Training/Severance Program

Employees who are permanently released from employment due to a sale of the company, merger, closing of an office or other significant business event are eligible for benefits as outlined below. Only employees who are released by the Company because of reasons beyond the control of the employee are eligible for these benefits.

- 1) The Company will notify the impacted employees and the Union as soon as possible.
- 2) Employees will be eligible for a severance payment equal to one (1) week's base pay per full year of service subject to a minimum of eight (8) weeks and

- a maximum of twenty six (26) weeks. Prior time with NV Energy/Sierra Pacific Power Company is included in determining years of service.
- 3) The Company will pay the COBRA cost of benefits continuation for a period of time equal to the severance benefit.
  - 4) The Company will make available outplacement services. The employee shall have the option of waiving the Company outplacement services and be eligible for reimbursement of retraining expenses up to a maximum of \$4,000. To be eligible, expenses must be incurred with the purpose of assisting the employee in seeking employment. (New 8/16/2014)

## **TITLE 16** **EXPENSES**

- 16.1 **Meals.** (a) If the Company requires an employee to perform work on a work day and such work begins more than one (1) Hour prior to the employee's regular starting time, it will provide the employee with a meal. Employee called out prior to their regular starting time will be provided a breakfast and lunch. (Amended 8/16/14)
- (b) If the Company requires an employee to perform work on a work day for two (2) hours or more beyond the employee's regular quitting time, it will provide a meal. Thereafter, meals will be provided at intervals of four (4) hours for the duration of said work. It is understood that work efforts sometimes continue past the time a meal is due. Meals and the time to eat them will then be provided upon completion of the work effort
- (c) If the Company calls out an employee to work on a non-work day or after being released on a work day, it shall provide a meal allowance every four (4) hours while such work continues.
- (d) If overtime work has been pre-scheduled by the end of the previous work day, meal allowances shall be provided as set forth in Section (a) and (b) above.
- (e) The meal allowance shall be as follows; \$26.64 for all meals which includes tax and tip. The allowance will be paid on the employee's paycheck. An accountable plan shall be set up so that these reimbursements shall be without tax based on IRS rules and regulations. (Amended 8/16/17)
- (f) The time necessary to consume any such meal up to one half (1/2) hour will be considered as work time.
- (g) If an employee who is entitled to meals at the Company's expense does not accept any such meal, the Company will, nevertheless, allow the employee one half (1/2) hour with pay in addition to the appropriate allowance for such meal.
- 16.2 Nothing in the preceding Sections of this Title shall be construed as altering in any way the lunch time provisions set forth in Title 6.

### **Out-Of-Town Expenses (Titles 16.8 through 16.11)**

- 16.8 (a) Regular employees who are assigned to temporary work at such distances from their headquarters that it is impractical for them to return thereto, shall be paid at the applicable rate of pay, including overtime subject to Title 9. Company shall reimburse employees expenses



incurred in connection with the out of town assignment. Whenever possible the company will provide and make the arrangements for lodging at places to be designated by Company.

(b) Employees will be required to report for work at the established starting time and at the temporary reporting place designated by Company. It is understood that the temporary reporting place designated by Company may change from time to time due to changes in Company's operational requirements. Such changes shall occur at Company's option.

(c) Employees who are assigned to temporary out-of-town, overnight work assignments, as outlined in Sections 16.8, excluding optional or voluntary training, shall be paid an additional \$2.00 per hour out-of-town premium, commencing on departure the first work day and ending on the start of the last work day after the last night's stay. Such premium shall be paid for the duration of the assignment, excluding days not worked, even though such assignment may be interrupted by weekends or authorized days off during which the employee returns to his headquarters.

When out-of-town premium is applicable to time worked at the overtime rate of pay, the overtime rate shall be applied to the out-of-town work premium.

Out-of-town premium shall be applicable only for hours considered time worked and shall not be paid for non-work time such as sick leave, time off on the employee's own accord, etc.

16.9 If on their non-work days any such employees remain at such designated places, their expenses for meals and lodging on such days shall be paid by Company, but if they go elsewhere for their personal convenience the Company shall not be obligated to reimburse them for any expense they incur thereby. If any such employees return to their headquarters on their non-work days, Company at its option shall (1) allow them the equivalent of any saving it realizes in their meals and lodging costs, or (2) reimburse them for the expenses of round-trip transportation by public carrier, or (3) provide round-trip transportation by Company vehicle, if such travel is at Company's request.

16.10 An employee who is required to change his residence from one (1) locality to another for the Company's convenience, shall be eligible for authorized relocation expenses (Company reserves the right to select approved expenses) consistent with the current Company policy/procedure if the employee's place of residence is at least fifty (50) miles from his/her new headquarters. This benefit does not apply if the move results from an employee exercising his/her rights under Title 15, except when there is only one qualified bidder for a journeyman or above job, qualified moving expenses, not to exceed \$2,000 with a limit on availability to said bidder once every five (5) years, will be available.

16.12 On optional or voluntary training related travel out of Company's service territory, the following shall apply:

1. Company will reimburse employees for actual expenses.
2. Out-of-town premium will not be in effect.
3. No overtime will be paid; however, the Company to be sympathetic to the consequences of any travel connections and delays.

16.3 Flame Retardant (FR) Clothing

Company will provide the following FR Clothing allowance.

- a) Meter Readers, electric serviceman, universal utilityman:  
First year allotment: \$1,000  
Every calendar year thereafter: \$500
- b) All other classifications:  
First year allotment: \$1,600  
Every calendar year thereafter: \$800
- c) Lines Administrator, Associate Planner, Planner, Sr. Planner

First year allotment:	\$750
Every calendar year thereafter	\$250

A committee will be set up to try to a) improve vendor responsiveness and/or b) evaluate other reputable vendors. (New 8/16/2017)

16.14 Phone Allowance

The Company and Union recognize that the use of "Smart Phone" technology in the workplace can potentially enhance productivity and be of benefit to both the employee and the company. Because of this, the company is authorizing a voluntary allowance provided on a monthly basis of \$25.00 for employees who maintain a "Smart Phone." The company will determine classifications that are authorized to receive this special "Smart Phone" allowance. (New 8/16/2014)

**TITLE 17  
MISCELLANEOUS**

17.1 EMERGENCY RESPONSE PROGRAM

Consistent with the provisions and obligations of Section 2.1,

The Company and Union recognize there may arise situations in various departments of the Company where availability of some key classifications becomes imperative in the rendering of service to the customer and for the safe, effective operation of facilities. To assure availability of these key people, the Company and Union mutually agree to the following conditions that will apply to both parties for Positive Emergency Response.

A. Conditions Applicable to Company

1. The Company will provide an appropriate radio-equipped vehicle to the Troubleman for commute purposes:

Other employees may be provided a radio-equipped vehicle at the discretion of the Company.

2. The Company will also provide a pager or hand-held radio/telephone to improve the mobility and communication of the Troubleman and/or other employees who may be assigned the pager.
3. Normal work hours will prevail during employee's regular work days.
4. Availability schedule will apply from the end of employee's shift on Friday until the beginning of employee's shift on Monday, during holidays and such other times when adequate emergency coverage is not available
5. The Company shall compensate those employees who participate in the Emergency Response Program with an option for either

- (1) Payment of an availability premium pay of a premium to employee of: \$5.24 /hour.

For every year thereafter the premium will increase by the general wage increase.

OR

- (2) "Time in lieu" at the following rates:



All non-holiday hours will be factored at the .127/hour accrual rate. Example—2-day weekend—from 15:30 Friday to 07:00 Monday = 63.5 hours X .127 = 8 hours.

Example: work week from 1530 Monday through 0700 Friday = 15.5 hours X 4 days = 62 hours X .127 = 8 hours

All holiday hours will be factored at the .334/hour accrual rate.

Example—Christmas Day—from 1530 Christmas

Eve day to 0700 the day after Christmas=15.5 hours X .127 hours + 24 hours X .334 = 10 hours.

Note: The availability premium will be adjusted with each general wage increase. The adjustment will be made by a percentage equal to the general wage increase.

6. The Company shall compensate the employee at the applicable overtime rate as provided in Title 10 of the Agreement for any hours worked outside normally scheduled hours during the availability period plus the availability premium for all hours available.
7. In any payroll year, an employee may use a maximum of one hundred twenty (120) time-in-lieu hours earned via pager duty.
8. Employees may cash out all, or any portion, of their accumulated time-in-lieu hours at the end of any pay period.
9. On the last paycheck of the payroll year, the Company will cash out all accumulated time-in-lieu hours in excess of one hundred twenty (120) hours.

#### B. Conditions Applicable to Employee

In order to be eligible for the Emergency Response Program scheduling, employees must meet the following conditions: The employee must live within the Company's service territory or within forty (40)-miles as a crow flies of their regular reporting headquarters, and be available to receive communication.

The employee must be in physical condition to perform assigned duties when emergency situations arise; and

The employee must respond to a page within ten (10) minutes of the notification and report within a reasonable time thereafter.

Any substitutions of coverage may be arranged only with the approval of the Supervisor in charge, and the substitute employee must be qualified to perform the assigned duties.

10. The employee on duty will have first opportunity to fill availability schedule. If a substitute employee is required, accumulated overtime will prevail.
11. By January 1 of every year the Company will provide a signup sheet for all anticipated pager time by classification. By February 1 employees in the identified classifications will voluntarily signup for the entire year. Once an employee signs up for pager duty it is their responsibility to cover the pager time unless there is a bona fide reason (sick, personal or family illness, etc.) Pager duty time will be rotated among all qualified employees within the affected classifications with the employee with the most total company service time including NV Energy/Sierra Pacific Power Company having the first choice followed by the next senior employee and continuing until every employee has an opportunity to volunteer. If within two (2) weeks prior to the start of the pager time there are no volunteers for pager duty, the pager assignment can be assigned by the Company to the employee with the lowest accumulated overtime for that year. (9/24/11)

- 17.2 Insofar as possible, the Company will give at least one (1) days' notice to an employee who is to be sent out of town for work, in order that the employee may have time to prepare for the trip. If the Company is unable to allow the employee time to prepare the employee will be reimbursed at the " approved IRS rate per mile" for round trip mileage between the employee's home and the temporary out-of-town location for the inconvenience of having someone else bring the employee's personal belongings.
- 17.3 In the event that the Company contracts out any distribution or transmission electrical line work which the Company's employees are qualified to perform, the Company shall offer Company employees' similar overtime opportunities to those overtime opportunities afforded contract employees.
- 17.4 Job descriptions of all classifications within the bargaining unit, as outlined in this agreement, will be posted on bulletin boards.
- 17.5 Except as specifically limited by the express provisions of this Agreement, the Employer retains exclusively to itself the traditional rights to operate and manage its business and to direct its employees, including, but not limited to the following:
- (a) to direct, plan and control operations;
  - (b) to exercise control and discretion over the organization and efficiency of operations;
  - (c) to change or eliminate existing methods, materials, equipment, facilities and procedures and/or to introduce new or improved ones with Employer provided employee training;
  - (d) to select, hire, direct and supervise employees and assign them work
  - (e) to classify, train, promote, demote for just cause, and transfer employees;
  - (f) to suspend, discipline and discharge employees for just cause;
  - (g) to increase, reduce, change, modify, or alter the composition and size of the workforce;
  - (h) to make and enforce rules of conduct, standards and regulations governing conduct of employees;
  - (i) to lay off and to relieve employees from duty because of lack of work or other legitimate reasons;
  - (j) to uniformly determine and\_enforce standards of performance;
  - (k) to publish, modify and uniformly\_enforce personnel policies, procedures and work rules governing the conduct and performance of employees;
  - (l) to determine the nature of work to be performed by employees and the methods procedures and equipment to be utilized by employees in the performance of such work;
  - (m) to utilize employees wherever necessary in cases of emergency when employees are qualified to perform said emergency work;
  - (n) to establish and administer policies and procedures related to Employer provided\_education, training, operations, services and maintenance of the Company's operations;
  - (o) to determine staffing patterns including but not limited to the assignment of employees, numbers employed, duties to be performed, qualifications and areas worked;

(p) to determine or change the methods and means by which its operations are to be carried on;

The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function.

- 17.7 The Company shall provide for use by employees all special tools it deems necessary that may be required by any classification in the performance of the job therein which remain property of company, all hand tools, work gloves and safety straps required to perform the assigned work. The Company shall replace gaffs, climbing belts, and equipment as needed and shall be responsible for the cost of repairs. Employees hired by the Company as an Apprentice Lineman, and above shall be required to supply their initial gaffs and belts. (Amended 8/16/2014)
- 17.8 If any part or portion of this contract should be invalid or be superseded by either State or Federal law, the remaining portions of the contract shall, nevertheless, remain in full force and effect.
- 17.9 It is the policy of the Company and Union not to, and neither party will interfere with, intimidate, restrain, coerce, or discriminate against any employee because of race, creed, sex, color disability, union activity, military activity, sexual orientation or national origin.
- 17.10 Supervisors and other employees shall not perform work usually assigned to employees in IBEW 1245 bargaining unit classifications except:
- (a) Such work assignments are not to be deliberately made for the purpose of reducing the number of employees performing work within bargaining unit classifications.
  - (b) Historical assignments and those involving continued Company practices with respect to overlapping duties of non-bargaining unit classifications and bargaining unit classifications are to be maintained unless otherwise resolved by Company and Union.
  - (c) Other employees may perform de minimis work in IBEW 1245 bargaining unit classifications on a very limited basis if customer service or cost-effectiveness justifies it. All switching will be performed by qualified line personnel.
  - (d) Other than the above (a), (b) and (c), such work assignments should be limited to work performed in:
    - (1) Emergency situations or assisting the unloading of non-Company trucks, when a warehouse employee is not readily available.
    - (2) Training of employees and demonstrating work methods.
  - (e) When contracting out line work, the Company will make optimal use of IBEW contractors and/or IBEW 1245 hiring hall employees, provided it is cost effective.
- 17.11 Training offered by the Company that involves travel is for mutual benefit. As specified in 16.8, the Company will pay employees at the applicable rate of pay and reimburse employees for actual expenses while assigned out of town for training, however all travel time for training will be paid at the straight time rate of pay.
- 17.12 The Union members will participate in good faith with management in efforts to improve quality and reduce costs.

### 17.13 SHARED BONUS POOL

Bargaining unit employees shall be eligible during each contract year to participate in a Shared Bonus Pool (SBP) bonus program with a bonus potential of up to 3.5% of an employee's compensation, excluding sick leave used in excess of eighty (80) hours in a payroll year corresponding with award. The (SBP) bonus will be paid upon achievement of corporate and business unit goals as defined by the Company and in accordance with the terms and conditions of the (SBP) as such terms and conditions may be modified by the Company in its sole discretion, provided that any such modifications shall apply to all participants in the (SBP) (Amended 8/16/14)

- 17.14 Line Working Foremen, Troublemens, Electric Inspectors, Linemen and Apprentice Linemen will be trained to rubber glove up to 25 KV. All training will be provided and paid for by the Company. The procedures must comply with the applicable California State Codes. (Amended 8/16/14)
- (a) When energized work on lines or equipment of six hundred (600) volts or more is performed except as noted in paragraph (b) below, the crew shall consist of at least four (4) persons, including at least three (3) qualified rubber glove certified employees.
  - (b) A crew of three or more line employees shall require one employee on the crew to act as Foreman.
  - (c) Rubber gloving shall not be performed whenever the majority of Journeyman Linemen certified in rubber glove procedure and policy at the job site determine that it would be unsafe to do so.
  - (d) A full complement of hot sticks and attachments will continue to be maintained on the crews.

## **TITLE 18** **SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY**

- 18.1 When an employee is absent from work by reason of an injury, which comes within the application of the Workmen's Compensation and Insurance Chapters of the State of California Labor Code, he shall be entitled to supplemental benefits for the duration of such temporary disability. Benefits shall begin with the first workday of absence following the day of injury. The amount of supplemental benefit payable for each day of absence shall be 85% percent of the employee's basic daily wage lost with a maximum benefit of \$986.69 per week, less the sum of any workman's compensation payments to which he may be entitled under the aforementioned acts applying to the case.

## **TITLE 19** **GRIEVANCE PROCEDURE**

- 19.1 Prior to the filing of a formal grievance, the employee and/or the Union Shop Steward should attempt to resolve workplace disputes by meeting informally with the involved supervisor. If the workplace dispute cannot be resolved informally, the employee and/or the Union Shop Steward shall use the following procedures to resolve the matter.
- 19.2 Any grievance which may arise between Union or any of its members and the Company with respect to the interpretation or application of any of the terms of this Agreement, shall be determined by the procedure set forth in the following paragraphs of this Title. The grievance must be filed within thirty (30) calendar days from the date the grievant or Union became aware of the alleged violation or thirty (30) calendar days from the date the grievant or Union should have reasonably known. The parties have no obligation to process grievances arising after the

expiration of this Agreement.

19.3 Step 1: As the initial step in the adjustment of a grievance of an employee, the Union Shop Steward shall discuss same with the Supervisor in charge, citing the article or articles allegedly violated by the Company. The Company shall present its answer to the Union Shop Steward as soon as possible but in no event more than ten (10) working days from the date of such discussion. Discussions between the Union Shop Steward and the Supervisor may be on Company time but shall be at such time and place as not to interfere with the work in progress.

19.4 Step 2: If the Union Shop Steward and the Supervisor involved are not able to reach an agreement on the disposition of a grievance, or if the Company fails to answer within the time limits above, it may be referred by the Union in writing to the Department Head, setting forth the following:

- (a) A statement of the nature of the grievance and the facts upon which it is based;
- (b) The Title or Titles of this agreement, if any, relied upon as being applicable thereto;
- (c) The remedy or correction which is desired.

The Department Head shall then meet with the Union Shop Steward, the employee and the Company Human Resources Manager, within five (5) days after receipt of the written grievance. The Company Human Resources Manager shall reply in writing within ten (10) working days after such meeting, setting forth the Company's position on the grievance.

19.5 Step 3: If no satisfactory settlement is arrived at under Section 19.4, the Union may, within five (5) working days after receipt of the Company's response in Step 2, request a conference with the General Manager to discuss the grievance. Such conference shall be held as soon as possible but not more than ten (10) calendar days following its request. The General Manager shall provide the Union with his or her decision regarding the grievance in writing within ten (10) working days after the conference.

19.6 Step 4: Any grievance as defined above that has been processed through the grievance procedure set forth above and that has not been resolved at the conclusion thereof, may be appealed to arbitration by the Union. All other matters are excluded from arbitration. The Union shall initiate such review by written notification to the Company's Human Resources Director, postmarked within fifteen (15) calendar days from the date the Step Three decision was postmarked. If the grievance is appealed to arbitration, representatives of the Company and the Union shall meet in person or confer by telephone within fifteen (15) calendar days following the Company's receipt of the notice of appeal to attempt to agree on the selection of an arbitrator. If the parties are unable to agree on an arbitrator, the Union shall, within fifteen (15) calendar days after failure to agree, request the Federal Mediation and Conciliation Service to supply a list of at least five (5) qualified arbitrators and the parties shall alternately strike names from such list until the name of one arbitrator remains who shall be the arbitrator. The party to strike the first name shall be determined by coin toss. The arbitrator shall be notified immediately of his or her selection by letters from the Company and the Union requesting that a time and place for a hearing be set as soon as possible, subject to the availability of representatives of the Company and the Union, and the letters shall specify the issue or issues to be arbitrated.

19.7 The arbitrator shall promptly establish a date, time and place to conduct an arbitration hearing. The arbitrator shall consider only the particular issue or issues presented by the written grievance and his or her recommendations shall be based solely upon his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall have no authority or power to recommend addition to, deletion from, disregarding, or alteration of any of the written terms of this Agreement. The arbitrator's decision shall be in writing, unless otherwise mutually agreed to by the Company and the Union.

- 19.8 If the arbitrator should conclude that the Company was not expressly prohibited by this Agreement from taking the action grieved, he or she shall have no authority to order a change to or restriction on the Company's action. Whenever the Company has exercised good faith discretion in any particular instance, the arbitrator shall not recommend reversal of that exercise of discretion and substitute his or her own judgment for that of the Company. Unless a specific provision of this Agreement expressly grants the Union a right, privilege or benefit claimed by it, the arbitrator shall not recommend that any such right, privilege or benefit be granted to the Union.
- 19.9 The fees and expenses of the arbitrator, and any expenses related to the hearing room, shall be borne equally by the Company and the Union. Either party may call any employee as a witness in any arbitration hearing, and if the employee is on duty, the Company agrees to release such employee from duty so he may appear as a witness. If an employee is called to appear at the arbitration hearing, the party calling the witness will reimburse him or her for all expenses, including time lost.
- 19.10 Failure on the part of the Company's designated representatives, the employee or the Union, to answer a grievance at any of the steps in the grievance procedure shall not be deemed acquiescence thereto, but the grievance shall automatically progress to the next step. The time limits set forth in this Article may be extended only by mutual written agreement.

## **TITLE 20** **EMPLOYEE BENEFIT PROGRAMS**

- 20.1 The Company's current Group Insurance Plan and the Retirement and Security Program shall remain in full force and effect and shall not be changed or reduced with the signing of this Agreement and shall hereby become a part of this Agreement as is fully set forth herein. In the event the Affordable Care Act Excise Tax is not delayed, suspended or repealed the term of this contract will expire with written notice of change or termination by either party ninety days before the effective date of the legislation, and labor negotiations will commence immediately to negotiate new terms.
- 20.2 The Company will continue to provide a medical plan for current regular employees which will be similar in benefits to the medical plan currently in effect; provided that employees shall be required to pay 20% on 9/1/17 of the premium for the active employees and their dependents and future qualified retirees and their dependents. The Company will provide prescription computer and safety glasses at the co-pay amount. (Amended 8/16/17)
- 20.3 **RETIREMENT BENEFITS** See Exhibit F

### **Cash Balance Plan** See Exhibit F

### **401K PLAN**

1. The Company 401(k) Plan, hereinafter referred to as 401(k), is the Plan in effect during the term of this Contract. For more detailed information regarding 401(k) refer to the formal Plan Document or Summary Plan Description.
2. The Company will pay the normal administrative fee (excluding loan and other individual transaction costs) for all plan participants.
3. The maximum contribution of employee earnings is the IRS limit.

All employees will receive a Company match of \$1 for each \$1 contributed by the employee up to 4% of all W2 gross qualified earnings.



Company will enroll an additional 4% of all W2 gross qualified earnings into a 401k plan at which an employee may opt out and take in wages. (Amended 8/16/14)

If an employee reaches the IRS limit, at any time during the tax year, and their company match is negatively affected, their company match will be made whole as soon as administratively possible after the end of the plan year.

The investment options available can be reviewed in the Summary Plan Description for Local 1245 or the ING Website.

Maximum employee contributions for pre/post tax and catch-up contributions will be subject to IRS provisions. Company match will apply to all employee contributions to a maximum of 4% of qualified earnings.

### **Long Term Disability Income Plan**

1. Company will provide Bargaining Unit employees with Long Term Disability Benefits.
2. Coverage amount is equal to 60% of monthly base pay
3. Maximum benefit amount is \$11,500 per month.
4. The "own occupation" disability period is twenty-four (24) months.
5. The option to enroll or terminate participation will be limited to an annual open enrollment "window".
6. Premiums will be paid on post-tax basis.
7. LTD plan participants returning to work prior to the completion of twelve (12) months on LTD will be returned to their previous classification and headquarters. (Amended 8/16/14)

#### 20.4 **Group Term Life Insurance.**

1. All regular, full-time, Bargaining Unit employees shall have Group Life Insurance coverage with a basic benefit level of 1.5 times their annual base wages. Benefits are reduced to 67% of the basic benefit level at age 70 and to 50% at age 75. Coverage is discontinued at termination of employment or retirement

2. The Company will provide Bargaining Unit employees the opportunity to purchase optional life insurance (in excess of the basic 1.5 times benefit level provided at no cost by the Company). This will be in the form of Group Term Life subject to any underwriting restrictions and premium schedules set by the insurance carrier. Such additional employee-paid life insurance shall be portable. Employee contributions will be made bi-weekly on a post-tax basis. If the Company changes insurance carriers, it shall include full portability as a condition of coverage by any new carrier. (Amended 8/16/14)

Union and Management agree to review changes in Medical Programs and work to implement where feasible.

Company will maintain a vehicle for employees to pay any portion(s) of insurance premiums, which are their responsibility, (subject to IRS regulations) on a pretax basis. This vehicle shall also offer the same pretax basis for any medical expenses as allowed by the IRS. This shall be offered on a payroll deduction basis.

- 20.5: Active and Regular Bargaining Unit employees that retire from Liberty Utilities shall receive a 50% discount on electric service. This discount applies only to services provided by Company. Employees will pay any applicable taxes levied by the Internal Revenue Service on such benefits as established each year for the following year.

**TITLE 21**  
**TERM OF AGREEMENT**


- 21.1 This Agreement as amended shall take effect as of August 16, 2017 and shall continue in full force and effect until August 15, 2020 and thereafter from year to year unless written notice of change or termination shall be given by either party to the other at least sixty (60) days prior to the expiration date of any contract year.
- 21.2 Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.
- 21.3 This Agreement may be amended or supplemented at any time by mutual consent of the Company and the Union. Such amendment or supplement agreement shall be reduced to writing and upon execution thereof by the General Manager of the Company and the Business Manager of the Union or their authorized representatives shall constitute an amendment to this Agreement, as of the date specified in such amendment or supplement agreement.



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written, acting by and through their duly authorized officers.

Liberty Utilities (CalPeco Electric) LLC

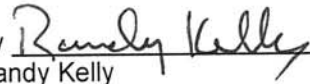
LOCAL UNION NO. 1245  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL-CIO


By   
John Burt

By   
Angie Custer

By \_\_\_\_\_  
Jeff Matthews

By   
Tyson Hurd

By   
Randy Kelly

By   
Joel Kuntz

By   
Jennifer Guenther


By   
Haleigh Martin

By \_\_\_\_\_  
Jeff Kijanka

By   
Steve Larrance

By   
Greg Schumacher, Manager, HR

By   
Jon McCue

By   
Travis Johnson – VP Operations

By   
Patrick Waite, Business Representative

By   
Tom Dalzell, Business Manager

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**12/27/2017**  
  
Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.

## EXHIBIT A WAGE RATES

	<b>August 16, 2017</b>						
					4.50%		
	start	6 months	1 year	18 months	2 years	30 months	3 years
Customer Service Rep, Foreman	\$31.61	\$32.12	\$32.67	\$33.23	\$33.83	\$33.83	\$33.83
Customer Service Rep, Sr.	\$26.71	\$27.33	\$27.99	\$28.66	\$29.37	\$29.37	\$29.37
Customer Svs. Rep	\$18.63	\$19.80	\$21.58	\$22.51	\$24.26	\$24.99	\$25.25
Meter Reader/Collector	\$18.63	\$19.80	\$21.58	\$22.51	\$24.26	\$24.99	\$25.25
Meter Reader/Service Tech Foreman	\$37.99	\$38.61	\$39.25	\$39.25	\$39.25	\$39.25	\$39.25
General Foreman	\$62.23	\$62.23	\$62.23	\$62.23	\$62.23	\$62.23	\$62.23
Line Foreman (Rubber Gloved)	\$59.27	\$59.27	\$59.27	\$59.27	\$59.27	\$59.27	\$59.27
Troubleman (Rubber Gloved)	\$54.71	\$54.71	\$54.71	\$54.71	\$54.71	\$54.71	\$54.71
Troubleman/Meterman (Rubber Gloved)	\$55.80	\$55.80	\$55.80	\$55.80	\$55.80	\$55.80	\$55.80
Electric Inspector (Rubber Gloved)	\$54.73	\$54.73	\$54.73	\$54.73	\$54.73	\$54.73	\$54.73
Lineman (Rubber Gloved)	\$53.88	\$53.88	\$53.88	\$53.88	\$53.88	\$53.88	\$53.88
<b>Equipment Operator</b>	\$37.60	\$37.60	\$39.33	\$39.33	\$39.33	\$39.33	\$39.33
Substation Electrician	\$53.01	\$53.01	\$53.01	\$53.01	\$53.01	\$53.01	\$53.01
Substation Foreman	\$59.27	\$59.27	\$59.27	\$59.27	\$59.27	\$59.27	\$59.27
Metering Coordinator	\$29.26	\$29.26	\$29.26	\$29.26	\$29.26	\$29.26	\$29.26
<b>Service Tech</b>	\$29.53	\$30.39	\$32.20	\$32.20	\$32.20	\$32.20	\$32.20
Electric Serviceman	\$38.10	\$38.73	\$39.38	\$39.37	\$39.37	\$39.37	\$39.37
<b>Universal Utilityworker</b>	\$30.98	\$32.69	\$34.63	\$35.82	\$37.07	\$37.07	\$37.07
<b>Clerk, Warehouse</b>	\$18.63	\$19.80	\$21.58	\$22.51	\$24.26	\$24.99	\$25.25
<b>Sr. Planner</b>	\$46.72	\$46.72	\$46.72	\$46.72	\$46.72	\$46.72	\$46.72
<b>Planner</b>	\$36.58	\$36.58	\$36.58	\$36.58	\$36.58	\$36.58	\$36.58
<b>Associate Planner</b>	\$31.35	\$31.35	\$31.35	\$31.35	\$31.35	\$31.35	\$31.35
<b>Lines Administrator</b>	\$28.77	\$28.77	\$30.62	\$30.62	\$30.62	\$30.62	\$30.62
<b>Planning Coordinator</b>	\$25.08	\$25.08	\$27.48	\$27.48	\$27.48	\$27.48	\$27.48
<b>Mechanic</b>	\$40.45	\$41.70	\$43.92	\$44.84	\$45.92	\$46.50	\$47.91

	<b>August 16, 2018</b>				3%		
	start	6 months	1 year	18 months	2 years	30 months	3 years
Customer Service Rep, Foreman	\$32.56	\$33.09	\$33.65	\$34.23	\$34.84	\$34.84	\$34.84
Customer Service Rep, Sr.	\$27.51	\$28.15	\$28.82	\$29.52	\$30.26	\$30.26	\$30.26
Customer Svs. Rep	\$19.19	\$20.40	\$22.23	\$23.18	\$24.99	\$25.74	\$26.00
Meter Reader/Collector	\$19.19	\$20.40	\$22.23	\$23.18	\$24.99	\$25.74	\$26.00
Meter Reader/Service Tech Foreman	\$39.13	\$39.77	\$40.43	\$40.43	\$40.43	\$40.43	\$40.43
General Foreman	\$64.10	\$64.10	\$64.10	\$64.10	\$64.10	\$64.10	\$64.10
Line Foreman (Rubber Gloved)	\$61.05	\$61.05	\$61.05	\$61.05	\$61.05	\$61.05	\$61.05
Troubleman (Rubber Gloved)	\$56.35	\$56.35	\$56.35	\$56.35	\$56.35	\$56.35	\$56.35
Troubleman/Meterman (Rubber Gloved)	\$57.47	\$57.47	\$57.47	\$57.47	\$57.47	\$57.47	\$57.47
Electric Inspector (Rubber Gloved)	\$56.37	\$56.37	\$56.37	\$56.37	\$56.37	\$56.37	\$56.37
Lineman (Rubber Gloved)	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50
<b>Equipment Operator</b>	\$38.73	\$38.73	\$40.51	\$40.51	\$40.51	\$40.51	\$40.51
Substation Electrician	\$54.60	\$54.60	\$54.60	\$54.60	\$54.60	\$54.60	\$54.60
Substation Foreman	\$61.05	\$61.05	\$61.05	\$61.05	\$61.05	\$61.05	\$61.05
Metering Coordinator	\$30.14	\$30.14	\$30.14	\$30.14	\$30.14	\$30.14	\$30.14
<b>Service Tech</b>	\$30.42	\$31.30	\$33.16	\$33.16	\$33.16	\$33.16	\$33.16
Electric Serviceman	\$39.24	\$39.89	\$40.56	\$40.55	\$40.55	\$40.55	\$40.55
<b>Universal Utilityworker</b>	\$31.91	\$33.67	\$35.67	\$36.90	\$38.18	\$38.18	\$38.18
<b>Clerk, Warehouse</b>	\$19.19	\$20.40	\$22.23	\$23.18	\$24.99	\$25.74	\$26.00
<b>Sr. Planner</b>	\$48.12	\$48.12	\$48.12	\$48.12	\$48.12	\$48.12	\$48.12
<b>Planner</b>	\$37.67	\$37.67	\$37.67	\$37.67	\$37.67	\$37.67	\$37.67
<b>Associate Planner</b>	\$32.29	\$32.29	\$32.29	\$32.29	\$32.29	\$32.29	\$32.29
<b>Lines Administrator</b>	\$29.63	\$29.63	\$31.54	\$31.54	\$31.54	\$31.54	\$31.54
<b>Planning Coordinator</b>	\$25.83	\$25.83	\$28.31	\$28.31	\$28.31	\$28.31	\$28.31
<b>Mechanic</b>	\$41.67	\$42.95	\$45.24	\$46.19	\$47.29	\$47.90	\$49.35

	<b>August 16, 2019</b>						3%	
	start	6 months	1 year	18 months	2 years	30 months	3 years	
Customer Service Rep, Foreman	\$33.54	\$34.08	\$34.66	\$35.25	\$35.89	\$35.89	\$35.89	
Customer Service Rep, Sr.	\$28.34	\$28.99	\$29.69	\$30.41	\$31.16	\$31.16	\$31.16	
Customer Svs. Rep	\$19.77	\$21.01	\$22.89	\$23.88	\$25.74	\$26.51	\$26.78	
Meter Reader/Collector	\$19.77	\$21.01	\$22.89	\$23.88	\$25.74	\$26.51	\$26.78	
Meter Reader/Service Tech Foreman	\$40.30	\$40.96	\$41.64	\$41.64	\$41.64	\$41.64	\$41.64	
General Foreman	\$66.02	\$66.02	\$66.02	\$66.02	\$66.02	\$66.02	\$66.02	
Line Foreman (Rubber Gloved)	\$62.88	\$62.88	\$62.88	\$62.88	\$62.88	\$62.88	\$62.88	
Troubleman (Rubber Gloved)	\$58.04	\$58.04	\$58.04	\$58.04	\$58.04	\$58.04	\$58.04	
Troubleman/Meterman (Rubber Gloved)	\$59.20	\$59.20	\$59.20	\$59.20	\$59.20	\$59.20	\$59.20	
Electric Inspector (Rubber Gloved)	\$58.06	\$58.06	\$58.06	\$58.06	\$58.06	\$58.06	\$58.06	
Lineman (Rubber Gloved)	\$57.16	\$57.16	\$57.16	\$57.16	\$57.16	\$57.16	\$57.16	
<b>Equipment Operator</b>	\$39.89	\$39.89	\$41.73	\$41.73	\$41.73	\$41.73	\$41.73	
Substation Electrician	\$56.24	\$56.24	\$56.24	\$56.24	\$56.24	\$56.24	\$56.24	
Substation Foreman	\$62.88	\$62.88	\$62.88	\$62.88	\$62.88	\$62.88	\$62.88	
Metering Coordinator	\$31.04	\$31.04	\$31.04	\$31.04	\$31.04	\$31.04	\$31.04	
<b>Service Tech</b>	\$31.33	\$32.24	\$34.16	\$34.16	\$34.16	\$34.16	\$34.16	
Electric Serviceman	\$40.42	\$41.09	\$41.77	\$41.76	\$41.76	\$41.76	\$41.76	
<b>Universal Utilityworker</b>	\$32.87	\$34.68	\$36.74	\$38.00	\$39.32	\$39.32	\$39.32	
<b>Clerk, Warehouse</b>	\$19.77	\$21.01	\$22.89	\$23.88	\$25.74	\$26.51	\$26.78	
<b>Sr. Planner</b>	\$49.57	\$49.57	\$49.57	\$49.57	\$49.57	\$49.57	\$49.57	
<b>Planner</b>	\$38.80	\$38.80	\$38.80	\$38.80	\$38.80	\$38.80	\$38.80	
<b>Associate Planner</b>	\$33.26	\$33.26	\$33.26	\$33.26	\$33.26	\$33.26	\$33.26	
<b>Lines Administrator</b>	\$30.52	\$30.52	\$32.48	\$32.48	\$32.48	\$32.48	\$32.48	
<b>Planning Coordinator</b>	\$26.61	\$26.61	\$29.16	\$29.16	\$29.16	\$29.16	\$29.16	
<b>Mechanic</b>	\$42.92	\$44.23	\$46.60	\$47.57	\$48.71	\$49.33	\$50.83	

## **EXHIBIT B JOB DEFINITIONS AND QUALIFICATIONS**

### **General Foreman (Electric Overhead)**

An employee engaged in performing all classes of transmission and distribution work, having full charge of and directing entire crew and giving direction to other line crew foremen of the Employer. Responsible for scheduling of work and ordering of equipment. Responsible for overall cooperative safety program. Must be a current a Line Foreman for either of the two current crews. Is required to drive the line truck and operate the fixed and attached equipment. May be required to keep time cards and material records. May utilize Company vehicle in commute from residence to and from work. Must have a valid driver's license as required by applicable states' laws before assignment to job. Must be able to handle a variety of tasks and handle other duties as assigned in the line of progression. Other general duties as may be assigned in the line of progression. Note: The General Foreman will be paid 5% per hour over the Line Working Foreman Classification.

Area Foreman shall be required by Company to reside within a forty (40) mile radius of the Company headquarters to which they regularly report. This position shall be an upgrade only role and upgrade needs will be determined by the Company.

(Amended 8/16/17)

### **Line Working Foreman: (Electrical Overhead)**

An employee engaged in performing all classes of transmission and distribution line work, having full charge of and directing entire crew. May at times be required to drive light vehicle. Must be a Journeyman Lineman with not less than two (2) years' experience as such. Is required to drive the line truck and operate the fixed and attached equipment. May be required to keep time cards and material records. Must have a valid driver's license as required by applicable states' laws before assignment to job. Other general duties as may be assigned in the line of progression. With Company approval, may utilize Company vehicle in commute from residence to and from work.

An employee shall be upgraded on a temporary basis to Line Working Foreman when a permanent Line Working Foreman is absent from work and is in charge of two or more employees.

Note:

A Line Working Foreman shall be required by Company to reside within a forty (40) mile radius of the Company headquarters to which they regularly report.

Note: The line working foreman will be paid 10% per hour over the Lineman classification.

### **Troubleman Meterman**

A troubleman with at least one year experience that has completed the advanced meter training program or will within a reasonable amount of time complete the advanced meter training program engaged in performing any work in connection with maintaining electric service to the public, including the installation of all types of customer services, including risers and terminal connections when the service is to be underground, meter and materials, replacing line and transformer fuses; patrolling, switching, substations and service and repair relays and electronic components. May install company owned customer outdoor lighting service equipment, may make short secondary extensions which he is equipped to handle. Install, troubleshoot, perform audits of CT meter installations, test single and three phase meters, repair electrical instruments, meters and equipment, and assist in training Journeyman Lineman and Troublemans in CT installation and advanced meter training program, transformer testing and programming reclosers. Must be qualified to work with the public. Other general duties as may be assigned in the line of progression.

A Troubleman Meterman may work alone or may have additional personnel assigned to assist him. Troubleman Meterman, when working in a three-man unit performing work as outlined above, may have any other combination of the following as an assistant:

- Another troubleman
  
- Lineman

A Troubleman Meterman shall be required to reside within 40 mile radius of the company headquarters to which they regularly report.

Troubleman/Meterman will be responsible for all meter audits and testing of Lake Tahoe area of Liberty Utilities.

An employee in charge of a contract line crew during emergency situations as defined by the Company shall be paid

the Line Working Foreman (Electrical Overhead) applicable rate of pay.

**Troubleman: (Electrical Overhead)**

An employee with at least one year of experience as a Journeyman Lineman, engaged in performing any work in connection with maintaining electric service to the public, including the installation of all types of customer services, including risers and terminal connections when the service is to be underground, meters and materials, replacing line and transformer fuses; patrolling, switching, substations, and service and repair relays and electronics components. May install Company-owned customer outdoor lighting service equipment, may make short secondary extensions using bundle conductors and may perform emergency maintenance and/or repairs to secondary and primary circuits which he is equipped to handle. Must be qualified to work with the public. Other general duties as may be assigned in the line of progression.

A Troubleman may work alone or may have additional personnel assigned to assist him. Troubleman, when working in a three-man unit performing work as outlined above, may have any other combination of the following as an assistant:

1. Another Troubleman
2. Lineman

A Troubleman shall be required by Company to reside within a forty (40) mile radius of the Company headquarters to which they regularly report.

An employee in charge of a contract line crew during emergency situations as defined by the Company shall be paid the Line Working Foreman (Electrical Overhead) applicable rate of pay.

**Lineman: (Electrical Overhead)**

An employee who is a Journeyman and who performs all classes of transmission and distribution line work when assigned to a crew under the direction of a Working Foreman or Supervisor of higher grade. His background of apprenticeship and experience must be such as to qualify him to perform these duties with skill and efficiency. A Lineman may be assigned to work with and under the general direction of a Troubleman and when so assigned the type of work he performs and the method of supervision shall be governed by the rules with respect to the Troubleman classification. Other general duties as may be assigned in the line of progression. A Lineman may be assigned temporarily to work apart from a crew either alone or as a member of a two-man unit without supervision, doing work, which shall include:

1. Framing poles
2. Preassembling material
3. Patrolling and inspecting pole and tower lines
4. Testing and inspecting poles
5. Repairing risers and ground molding
6. Pulling slack in anchor guys
7. Replacing guy guards

A lineman may be assigned temporarily to work apart from a crew as a member of a two-man unit, without supervision, when the second man in such unit is a one (1)year apprentice Lineman or higher, doing work which shall include:

1. Taking primary distribution voltage readings
2. Installing Cooperative-owned customer outdoor lighting service and street light fixtures including making connections on circuits with voltage below 750 volts
3. Installing all types of customer services including risers and terminal connections when the service is to be underground, complete with setting self-contained meters; and

Is required to drive the line truck and operate the fixed and attached equipment. May be required to keep time cards and material records. Must have a valid driver's license as required by applicable states' laws before assignment to job.

An employee in charge of a contract line crew during emergency situations as defined by the Company shall be paid the Line Working Foreman (Electrical Overhead) applicable rate of pay.

**Apprentice Lineman: (Electrical Overhead)**

An employee who is engaged in performing work as an assistant to or under the general direction of a Lineman while training for Journeyman. In order to gain experience for advancement, he may be required to work alone or under

direct supervision on jobs for which he has been trained and instructed. The employee's education and general qualifications must be such that he is considered capable of attaining Journeyman status. To qualify as a Journeyman, employee must have a valid driver's license as required by applicable states' laws before assignment to job. Other general duties as may be assigned in the line of progression.

### **Equipment Operator**

An employee who has equivalent experience and is qualified by training and experience to perform construction work using excavation equipment such as loaders, and combination back-hoe/loaders with rated capacities of one and one-half (1 ½) cubic yards for loader buckets and one half (½) cubic yard for back-hoe buckets, boom trucks, forklifts, etc. (type of equipment may vary by department). Must have sufficient knowledge and adaptability to understand and carry on duties as assigned; must be semi-skilled laborer, or equivalent with past experience as such, capable of handling ordinary tools safely in accordance with Company safety rules. Assist skilled workman or apprentice or work under their direction at various classes of work. Employee must maintain a valid license and will be required to obtain a CDL Class A license within ninety (90) days.

Note: It is intended this classification be used only in the areas where Company may not need the full-time services of certain Bargaining Unit classifications, and to perform various other semi-skilled duties.

### **INSPECTOR, ELECTRIC**

An employee who has sufficient knowledge of the specifications and installation of electric overhead and underground lines to check contractors and/or Company work. Will be required to perform such duties as scheduling and coordinating work between sub dividers and Company crews, providing information on locations of underground facilities, conducting periodic checks of underground and overhead installations and doing necessary work to maintain such installations. Must be qualified to perform switching. Will be required to perform other related duties as required including the maintenance of records pertaining to plant construction and operations. With Company approval, may utilize Company vehicle in commute from residence to and from work. Must be qualified to work with the public. May be assigned to work as a member of a line crew or an underground crew. Requires a minimum of one (1) year of experience as a Lineman. (Amended 8/16/14)

An employee in charge of a contract line crew during emergency situations as defined by the Company shall be paid the Line Working Foreman (Electrical Overhead) applicable rate of pay.

### **Representative, Customer Service Billing**

An employee who has satisfactorily completed the formal Customer Information System Training Program may bid the position of Customer Service Representative, Billing.

The employee will perform a wide variety of duties and responsibilities with accuracy and speed under time sensitive deadlines. Upon completion of two consecutive years working as a Representative, Customer Service Billing, and capable of performing all functions of the position, the employee will be placed at the starting step of a Representative, Customer Service, Senior.

#### **PRIMARY FUNCTIONS:**

Credit & Collections  
Service Order Closure  
Payment Research  
Energy Assistance Payment Processing  
EFT  
NSF  
Equal Payment Program  
Final Bills and Bad Debt  
Estates and Bankruptcy's  
Credit Balance Refund  
Occupant Bills

Meter read and bill batches  
Net accounts  
TOU  
Rate and Season Changes



Master Metered accounts  
Summary Billing  
Meter Exchange, remove and install  
Zero Estimate Program  
Company Use accounts  
Demand  
Residential TO

The list of primary functions is a summary and is not intended to be a complete list of responsibilities and duties. Employees will be responsible for all other duties as assigned. (Amended 8/16/14)

### **REPRESENTATIVE, CUSTOMER SERVICE/FRONTLINE**

An employee who has prior customer services experience and who, after passing a clerical aptitude test, will receive formal training in order to perform the duties of Customer Service Representative. Upon satisfactory completion of the minimum requirements of the Customer Information System Training Program, and while receiving on-the-job training, may be assigned to any of the duties performed by the Customer Service Representative in the Customer Business Office, Customer Billing department and Meter Reading/field services department. Required to be effective when working with the public and responding to customer requests and inquiries, as well as have other qualifications and qualities generally accepted as being desirable in a customer services classification. Works alone on duties for which employee has been trained and instructed and makes independent decisions as necessary to satisfy customer needs and provide quality customer service. Will automatically progress through the wage rate scale provided the employee's performance is satisfactory to qualify for advancement. May be required by Company to pass written and/or tests covering any of the following qualifications:

1. Typing with acceptable speed and accuracy (45 w.p.m.) keyboard skills.
2. Aptitude for arithmetical calculations.
3. Ability to operate various office machines and personal computers required.
4. Spanish speaking skills.

### **REPRESENTATIVE, CUSTOMER SERVICE, SENIOR**

An employee who has demonstrated to the satisfaction of the Company, through a minimum of three (3) years' experience as a Customer Service Representative, that they are qualified to perform very sophisticated clerical tasks which require extensive decision making, accuracy, and independent judgment, with a minimal amount of supervision. Assists, and works with other personnel to ensure the efficient operation of related departmental activity. Required to be effective when working with the public and responding to customer requests and inquiries. Demonstrates analytical skills and has the system knowledge of all applications utilized in functions relating to Customer Business office and Customer Billing department. Required to satisfy customer needs and be prepared to provide on-the-job training. Required to perform tasks as delegated by their supervisor. Required to provide and encourage quality customer service. Is required to communicate effectively with employees and customer both orally and in writing.

### **FOREMAN, CUSTOMER SERVICE REPRESENTATIVE WORKING**

An employee who directs a crew of Customer Service Representatives in the day-to-day operations of the Customer Business Office and/or Customer Billing Department. Will be responsible for maintaining daily work schedules and monitoring Customer Service Representatives to assure quality in their transactions with customers. Provide input to the performance appraisal process and be thoroughly familiar with the work procedures and methods for the area of



work assigned and skilled in all areas of the Customer Service Representative position. Required to assist representatives in on-the-job training and answer questions as they arise. They will also handle those customers who wish to have their questions or complaints answered on a higher level. Required to make independent decisions as necessary to satisfy customer needs. Required to perform tasks as delegated by their supervisor. Is required to effectively contribute to positive working relationships and job performance of the employees under his/her direction. Required to provide and encourage quality customer service. Is required to communicate effectively with employees and customer both orally and in writing. Must have successfully performed as a Customer Service Representative for at least three (3) years.

An employee shall be upgraded on a temporary basis to Customer Service Representative Working Foreman when a permanent CSR Working Foreman is absent from work.(Amended 8/16/14)

### **METER READER**

An employee must be qualified to work with the public. The employee will read meters, verifying accuracy of meter numbers, meter locations, meter instructions, including surveys deemed necessary by the utility. Must pass meter reading aptitude test and physical ability test. Upon satisfactory completion of training which includes safety training, dog bite prevention training, meter pro online reading training, customer service training, and receiving on the job training, may be assigned to various duties of a reader. Will be required to work outdoors in any and all weather conditions. Will be required to report on tampered, inverted electric meters and report broken meter seats. Must be qualified to speak professionally to customers, always being courteous and respectful. Must be able to deal with change and difficult situations. Must be thoroughly familiar with Company Safety Rules.

### **FOREMAN, METER READER WORKING**

An employee who is in charge of and directs the work of meter readers in day-to-day operations. Is required to effectively contribute to positive working relationships and job performance of the employees under his/her direction and provide and encourage quality customer service. Is required to communicate effectively with employees and customers both orally and in writing. Is responsible for scheduling, logging attendance, maintaining daily work schedules, monitoring work quality and performing other duties as assigned. Provide input to performance appraisals process. Must be thoroughly familiar with all work procedures, related equipment operation and is required to assist other department personnel as required. Will provide training to new employees and be responsible for on the job training. Will be required to make independent decisions as necessary to satisfy customer needs and ensure employee safety. They will also handle those customers who wish to have their questions or complaints answered on a higher level. Is required to perform tasks as delegated by management. Is required to effectively contribute to positive working relationships and job performance of the employees under his/her direction. Required to provide and encourage quality customer service. Is required to communicate effectively with employees and customer both orally and in writing. Must have successfully performed as a Meter Reader for at least three (3) years.

### **TECHNICIAN, SERVICE**

An employee who is qualified to perform work on electric meter service panels rated a maximum of 240 V line and use breakers to turn on/turn off services on meter service panels with ratings greater than 240 V(with no removal of meter from socket). Within a six (6) month period and without direct supervision can perform electric cut-ins and electric cut-outs and self-contained single phase meter exchanges. Employee must complete training course and demonstrate working knowledge and proficiency in the craft for which they work. Must have three (3) years' experience and qualifications as a Meter Reader as they may be asked to perform those duties. Will be required to inspect and report on tampered, inverted and switched electric meters and to report broken meter seals. Required to make independent decisions as necessary to satisfy customer needs. Must be qualified to speak professionally to customers, always being courteous and respectful. Must be able to deal with change and difficult situations. Must be thoroughly familiar with Company Safety Rules.

### **SERVICEMAN ELECTRIC**

An employee engaged in setting electric meters and making electric cut-ins and cut outs; make connections at the weatherhead and assisting the Troublemaker. The employee's educational and general qualifications must be such that he is considered capable of attaining knowledge of electrical facilities and capable of learning the application of pipe and cable locator equipment to locate these facilities. When it is necessary to connect to live electrical circuits with locating equipment or to enter vaults, containing live circuits, only an employee with one (1) years' experience as Apprentice Lineman or equivalent experience will be qualified to do so. May be required to investigate and report on damage to Company facilities. Must be able to write legibly and maintain a neat, clean appearance and must be qualified to work with the public. An employee shall possess within thirty (30) days and maintain a CDL. (Amended 8/16/14)

### **FOREMAN, TECHNICIAN/METER READING, SERVICE WORKING**

An employee who possesses the knowledge and skill through experience and training to work with and direct the activities of the Service Technicians who perform work on electric meter service panels rated a maximum of 240 V line to line and use breakers to turn on/turn off services on meter service panels with ratings greater than 240 V (with no removal of meter from socket). And without direct supervision can perform electric cut-ins and electric cut-outs and self-contained single phase meter exchanges. Will be required to inspect and report on tampered, inverted and switched electric meters and to report broken meter seals. Must be skilled in the craft for which he/she works and possess sufficient knowledge of all tools and equipment that will be used under his/her guidance. Must be thoroughly familiar with the work procedures and methods for the area of responsibility assigned. Will be responsible for maintaining daily work schedules and monitoring Service Technicians/Meter Readers to assure quality in their field work and transactions with customers. Provide input to performance appraisal process. Required to perform on the job training for Service Technicians/Meter Readers and answer questions as they arise. They will also handle those customers who wish to have their questions or complaints answered on a higher level. Required to have a high level organizational skills for dealing with tasks related to the orderly work flow of the department. Required to make independent decisions as necessary to satisfy customer needs. Required to perform tasks as delegated by their supervisor. Is required to effectively contribute to positive working relationships and job performance of the employees under his/her direction. Required to provide and encourage quality customer service. Is required to communicate effectively with employees and customer both orally and in writing. Must have performed satisfactory Service Technician field work for at least two (2) years or have equivalent experience before consideration will be given to promotion for this classification. Must be thoroughly familiar with Company Safety Rules. (Amended 8/16/14)

### **UTILITYWORKER, UNIVERSAL**

An employee who must have demonstrated, prior to the job award, proficiency in at least one of the required skills outlined in the requirements below and must attain and maintain the remaining skills while progressing timely through the six (6) month skill acquisition steps. Must successfully complete, to the company's satisfaction, the required competencies at each step before the next wage step will be granted. Will be required to perform work as needed and as qualified. When assigned to a line crew, this position does not substitute for a journeyman lineman. Must be able to operate various office machines and personal computers as required. . Requires DOT pre-employment Drug Test prior to job. Must obtain CDL license within thirty (30) days from job award date.

Must be proficient in the following areas to progress through the wage steps. Required proficiencies:

- Warehousing required to perform various Stores Department duties and other misc. duties as required by the Supervisor. (inventory, lifting, work orders) (Minimum 2-3 day training program as required)
- Line Crew Work- may be required to make a blanket work and job orders in connection with local crew operations. (qualified ground help, equipment operation/certification, appropriate driver's licenses) (Minimum forty (40) hour training program)
- Meter Reading- reading and computing demand files, collection of delinquent accounts, and electric cut-ins and cut-outs. (meter reading training, hand-held device training, dog bite prevention training, etc. as required by department)

Note: It is intended this classification be used only in the areas where Company may not need the full-time services of certain Bargaining Unit classifications, and to perform various other semi-skilled duties.

#### **Clerk, Warehouse**

An employee who has had prior clerical and/or warehousing experience. Must have strong computer skills and the ability to learn inventory software systems as well as other systems. Required to be effective when working with the public, vendors and coworkers, as well as have other qualifications and qualities generally accepted as being desirable in a clerical classification. Works alone on duties for which employee has been trained and instructed and makes independent decisions as necessary to satisfy customer needs and provide quality customer service. Internal bidders with the job classifications of Frontline Customer Service, Billing Customer Service (non-Senior rate) and Meter Reader who are awarded the position will transfer with their current rate of pay. Duties include the following:

Processing Inventory and Non Inventory Receipts into a batch for posting by AP Manager. Initiate Cycle Counts per schedule for all physical warehouse locations and adding results to a batch for posting by Inventory Manager.

Participate in full Physical Inventories of all physical warehouse locations. Assist Inventory Manager and Purchasing Agent with reconciling inventory discrepancies. Work with Inventory Manager and Warehouseman to set and maintain logical structure of Bin Locations in NLT, SLT, Ancillary warehouses and storage yards.

Process Source 42's and 44's prepared by Warehouseman for both NLT and SLT and adding data to a batch for posting by Inventory Manager. Process "Pick Tickets" for material issued by Warehouseman for both NLT and SLT and adding data to a batch for posting by Inventory Manager. Process inbound meter data in conjunction with EMO personnel to properly push data through to CSM program. Assist Warehouseman for both NLT and SLT, when needed, with day to day operations. Backup support for meter reading as needed. Other duties as assigned within the scope of standard clerical positions.

#### **Electrician, Substation**

An employee who has been who is qualified by training and knowledge to construct, erect, and maintain substations. Must be qualified by training and knowledge to install, maintain, test, and repair substation, generating station and distribution equipment including but not limited to transformers, regulators, tap changing devices, circuit breakers, switchboards, generators, and other rotary equipment. Must be qualified to perform switching. Must be able to lay out, assemble, install, test, and maintain electrical fixtures, apparatus and wiring. When under direct supervision may be required to perform work on protective relaying, communications equipment, Supervisory control and related equipment. Must have successfully completed the Electrician Apprentice training program or equivalent. May be asked to perform other duties as assigned. May be asked to perform other duties as assigned.

#### **Foreman, Substation Working**

An employee engaged in the installation, maintenance, repair and adjustment of substation equipment including transformers, regulators, oil containment systems & pumps, circuit breakers, switches, relaying, power line carrier, substation metering, telemetering and other work as required. Must be capable of directing men, planning work, and maintenance planning & tracking. Must be qualified to perform switching. Must have at least two (2) years' experience as a Journeyman Electrician. Must be proficient in using a personal computer. Will be required to perform various duties necessary to properly coordinate and inspect substation electric equipment installations. Will be required to perform other related duties including the preparation and maintenance of records pertaining to substation operation and maintenance. May be asked to perform other duties as assigned.

#### **METERING COORDINATOR**

An employee who is responsible for keeping all applicable worksheets, spreadsheets and processes up to date. Maintain CT/PT database. Provide appropriate meter programming information to Troublemaker/Meterman. Maintain all meter test results. Provide data for CPUC Meter Test Result Annual Report. Import new meter shipments into CIS from purchasing documentation. Maintains meter inventory, provides 30/60/90 day meter tracking reports. Completes meter sets/exchanges in CIS. Works ITRON reports for meter programming/set up issues. Point of contact for Net Metering customers. Coordinates the net metering process from application to meter set. Under supervision of the Manager, ensures projects are completed timely. Works closely and cooperatively with all coworkers, customers and vendors to ensure a consistently high degree of success in support and coordination of assets. Provide professional representation and communication with all levels of internal and external customers. Provide administrative support to ensure consistent work flow. Works on multiple tasks simultaneously applying analytical, technical and organizational skills to accomplish and ensure the efficient and successful completion of projects. Remain current with all Company policy, procedure and training. Work independently to perform all

responsibilities. Perform other special projects and duties as assigned.

## **FLEET MECHANIC**

**Job Summary** Under general supervision of the Area Services Manager, oversees, directs, and performs more difficult and complex vehicle and equipment maintenance and repair work; troubleshoots and diagnoses needed vehicle and equipment repairs; performs complex mechanical repair to automotive, diesel, and other power-driven equipment by performing the following duties either personally or through subordinates.

**Essential Duties and Responsibilities** include the following. Other duties may be assigned.

- (a) Plans, directs, performs, assists, and coordinates the work programs for the maintenance and repair of District equipment, including radio communication equipment.
- (b) Maintains preventative maintenance program on all equipment, including generators, utilizing computer program.
- (c) Inspects, diagnoses, and locates mechanical difficulties in District automobiles and trucks and in a variety of diesel and gasoline powered maintenance and heavy construction equipment; reviews repairs and servicing work upon completion.
- (d) Inspects and certifies equipment in accordance with federal and state regulations; maintains all vehicle maintenance related records pertaining to California Highway Patrol safety BIT program.
- (e) Hydraulic servicing and repairs; general welding.
- (f) Orders and receives parts and initiates paperwork for processing of invoices.
- (g) Sets up testing schedules with vendors for vehicles required to pass strength and safety tests.
- (h) Defines the specifications and bid packages for new vehicles and equipment.
- (i) Completes all DMV processes as required.
- (j) Makes recommendations for off-site repairs to District vehicles.
- (k) Safely and properly disposes of toxic waste produced by vehicle maintenance.
- (l) Responds to emergency calls for assistance when available.

## **Sr. Planner**

The position identifies Project Specific customer needs and expectations for new electric utility business development. Key deliverables are to be the central point of contact for external customers, developers, Contractors, engineering firms, local agencies and utilities. This position will establish project specific business relationships and facilitate the customer through the company business process. The position focuses on:

- the identification of customer needs regarding specific utility design requirements for electric service
- ensuring service commitments are delivered
- creating, negotiating and administering financial agreements
- complete design work for moderately complex to very complex projects
- preparation of improvement design, work orders, job orders, maintenance projects, cost estimates, contract administration
- design quality assurance
- Proactively identifies customer needs and expectations for project specific development.
- Creates detailed utility designs, cost estimates and contracts to facilitate customer growth
- Coordinates the creation of and maintains utility Master Plans including mapping and easement acquisitions
- Serves as central point of contact for external customers, developers, Contractors, engineering firms, local agencies and utilities.
- Prepare and present financial agreements to the customer and ensures company delivers on commitments.
- Conduct pre-design and pre-construction meetings with internal partners and developers/contractors
- Leads and develops Operations staff in executing Company goals and objectives
- Looks for opportunities to reduce costs per customer while maintaining high quality service
- Analyzes utility financial data, makes decisions on the information resulting from the analysis, and presents the results to management
- Provides excellent customer service to both internal and external customers.
- Exemplifies the Liberty Utilities Brand Values of Commitment, Continuity, Responsibility, Quality, Community, and Family.

- Other jobs, duties and projects as may be assigned from time to time.

Additional roles include participating in the “on-call” duty supervisor rotation, As a participant in the “on call” duty supervisor rotation, the employee will be allowed to utilize a company vehicle for commuting and emergency response purposes.

The on call rate shall be \$1.50/hr while employee is on call

#### Expectations

- Using Designer
- Using QUADRA to finalize material lists
- Using AutoCAD
- Design/Complete Rule 20 Jobs
- Design/Complete Rule 15 Line Extensions, inc:
  - Large subdivisions: >50 lots
  - Large Commercial: >1MW
- Internal Capital Projects: >\$100K
- Active role in updating construction standards
- Help with training of Planners/Asso. Planners
- Perform all duties of a Planner/Asso. Planner
  
- Audit all of your opened Jobs ASAP, inc.:
  - Update TRFM
  - Update POLU
  - Complete Field Retirement Memo
  - Complete Job Close Memo's ASAP
  - Work with ROW to make sure all easements or ROE's are acquired before construction
  - Work with Environmental to make sure all permits are acquired before construction
  - Make sure all State/County/City permits are acquired before construction
  - Perform pole loading calcs on all distribution poles
  - Complete Joint Pole applications

#### Planner

The position identifies Project Specific customer needs and expectations for new electric utility business development. Key deliverables are to be the central point of contact for external customers, developers, Contractors, engineering firms, Federal, state, local and environmental agencies and utilities. This position will establish project specific business relationships and facilitate the customer through the company business process.

The position focuses on:

- the identification of customer needs regarding specific utility design requirements for electric service
- ensuring service commitments are delivered
- creating utility facility agreements
- complete design work for small to moderately complex projects
- preparation of improvement design, work orders, job orders, maintenance projects, cost estimates design quality assurance
- create and maintain utility assets within the Company's GIS
- Proactively identifies customer needs and expectations for project specific development.
- Creates detailed utility designs, cost estimates and contracts to facilitate customer growth
- 
- Serves as central point of contact for external and internal customers, developers, Contractors, engineering firms, local federal, state, local and environmental agencies and utilities.
- Prepares and presents financial agreements to the customer and ensures company delivers on commitments.
- Conduct pre-design and pre-construction meetings with internal partners and developers/contractors
- Working knowledge of California electric utility construction/inspection standards(GO95,GO128 and GO165)



- Looks for opportunities to reduce costs per customer while maintaining high quality service
- Working knowledge of Liberty Utilities Rules, Rates and Tariffs within California
- Provides excellent customer service to both internal and external customers.
- Exemplifies the Liberty Utilities Brand Values of Commitment, Continuity, Responsibility, Quality, Community, and Family.
- Other jobs, duties and projects as may be assigned from time to time.
- Working knowledge of basic electricity, Ohms Law etc.
- Ability to read architectural, civil and electrical drawings as well as schematics.

Additional roles include participating in the “on-call” duty supervisor rotation

As a participant in the “on call” duty supervisor rotation, the employee will be allowed to utilize a company vehicle for commuting and emergency response purposes.

The on call rate shall be \$1.50/hr while employee is on call

#### Expectations

- Using Designer
- Using QUADRA to finalize material lists
- With proper training, using AutoCAD
- Design/Complete Rule 15 Line Extensions
- Design/Complete Rule 15 Line Extensions, inc:
  - Single Family Residential Homes
  - Small/Med Subdivisions: <50 lots
  - Small/Med. Commercial: <1MW
- Designing Internal Capital Projects: >\$50K but <\$100K
- Help with training of Asso. Planners
- Perform all duties of an Asso. Planner
- Audit all of your opened Jobs ASAP, inc.:
  - Update TRFM
  - Update POLU
  - Complete Field Retirement Memo
  - Complete Job Close Memo's ASAP
  - Work with ROW to make sure all easements or ROE's are acquired before construction
  - Work with Environmental to make sure all permits are acquired before construction
  - Make sure all State/County/City permits are acquired before construction
  - Perform pole loading calcs on all distribution poles
  - Complete Joint Pole applications

#### **Associate Planner**

The position is responsible for performing a variety of new business activities. The Associate Planner is responsible for assisting the Planning Department in the preparation of work order packages, preparing service applications and administering the service application process for California Pacific Electric Company (CalPeco)

Responsibilities include:

- Complete Rule 16 service extensions and collect/receipt for funds
- Asset creation/maintenance within the GIS system
- Complete design work for some small jobs, escalating to some larger, more complex jobs as skill levels improve
- Designing internal capital projects of less than \$50k
- Transfer to order OM, SOP, Source 44's
- Create new job numbers for emergency jobs/claims
- Help with training of Planning Coordinator

- Update ArcFM with asbuilt/field verifications
- Complete job close memo's in a timely manner
- Work with Right of Ways to ensure all easements or ROE's are acquired before construction
- Work closely with Vegetation Management to ensure all permits are acquired before construction
- Ensure all state/county/city permits are acquired before construction
- Perform pole loading calcs on all distribution poles
- Complete joint pole applications
- Looks for opportunities to reduce cost per customer performance matrix without impeding maintenance or safety goals
- Work with leadership to identify and implement new service and process improvements to improve the efficiency and quality of service
- Inspire excellence through strong communication of the company's vision and strategic targets to support a motivated and positive work culture
- Provides excellent customer service to both internal and external customers.
- Exemplifies the Liberty Utilities Brand Values of Commitment, Efficiency, Care, Quality, Community, and Family.
- Other jobs, duties and projects as may be assigned from time to time.
- Use of ArcFM to create service job drawings
- Complete design work for some small jobs, escalating to some larger, more complex jobs as skill levels improve
- Participate in the on-call duty supervisor rotation
- Use of QUADRA to create material lists
- Other duties as assigned.

#### Expectations

- Using ArcFM to create Service Job Drawings
- Using QUADRA to create material lists
- Update ArcFM with Asbuilt/Field Verification's
- Design/Complete Rule 16 Line Extensions
- Create new Job numbers for emergency Jobs/Claims
- Transfer to Order Capital Job SOP Source 44's
- Designing Internal Capital Projects: <\$50K
- Help with training of Planning Coordinators
- Perform all duties of a Planning Coordinator
  
- Audit all of your opened Jobs ASAP, inc.:
- Update TRFM
- Update POLU
- Complete Field Retirement Memo
- Complete Job Close Memo's ASAP
- Work with ROW to make sure all easements or ROE's are acquired before construction
- Work with Environmental to make sure all permits are acquired before construction
- Make sure all State/County/City permits are acquired before construction
- Perform pole loading calcs on all distribution poles
- Complete Joint Pole applications

#### **Lines Administrator**

The position is responsible for supporting the Lines Construction and Maintenance organization by preparing work orders, job orders, and designs for system improvements, alterations or large maintenance projects. Responsible for administering maintenance databases and as-built mapping from maintenance activities.



Responsibilities include:

- Updates and administers maintenance database(s) for any changes caused by maintenance activities.
- Administers the maintenance work order tacking system and GO 165 data base and reports.
- May supplement New Business Design Team as a Utility Design Coordinator as workload dictates.
- Proactively identifies customer needs and expectations for project specific development. Provides customers with help, including, but not limited to applications, service only designs, cost estimates, coordinating panel locations, planning loop changes and aiding in distribution work
- Serves as central point of contact for external customers, developers, Contractors, engineering firms, local agencies and utilities.
- Prepare and present financial agreements to the customer and ensures company delivers on commitments.
- Conduct pre-design meetings with internal partners
- Leads and develops Operations staff in executing Company goals and objectives
- Looks for opportunities to reduce costs per customer while maintaining high quality service
- Provides excellent customer service to both internal and external customers.
- Exemplifies the Liberty Electric Brand Values of Commitment, Continuity, Responsibility, Quality, Community, and Family.
- Other jobs, duties and projects as may be assigned from time to time.

Expectations

- Maintain GO165 Database, North & South
- Using ArcFM to update GO165 Field Checks
- Maintain Line Extension Database
- Transfer to Order O&M SOP Source 44's
- Help with training of Planning Coordinators
- Perform all duties of a Planning Coordinator

### **Planning Coordinator**

The position is responsible for performing a variety of new business activities. The Planning Coordinator is responsible for assisting the New Business Design Team in the preparation of work order packages, preparing service applications and administering the service application process for The Company.

Responsibilities include:

- Administer the work management system to ensure delivery of service commitment
- Prepare, track and administer service packages and drawings for design team
- Administer the service application process to ensure timely meter sets and customer billing account establishment
- Track and provide updates of outages during business hours
- Work with customers and field personnel to schedule disconnects/reconnects
- Administer panel inspections and county approvals for am/pm disconnect/reconnects and panel upgrades
- Assist planners in daily duties as requested.
- Looks for opportunities to reduce cost per customer performance matrix without impeding maintenance or safety goals
- Work with leadership to identify and implement new service and process improvements to improve the efficiency and quality of service
- Inspire excellence through strong communication of the company's vision and strategic targets to support a motivated and positive work culture

- Administer the work management system to ensure delivery of service commitment
- Prepares and presents strategies to improve service and service quality and control costs
- Provides excellent customer service to both internal and external customers.
- Exemplifies the Liberty Electric Brand Values of Commitment, Continuity, Responsibility, Quality, Community, and Family.
- Other duties and projects as may be assigned from time to time
- Mapping services (all JD's)

Expectations

- Help Customers Complete New Service Applications
- Answer Planning phone calls in a timely matter
- Schedule Customer Requests for Service Appointments
- Perform Plan Checks for service panel locations
- Create New Services in Billing System
- Track and provide updates for outages during normal business hours using Responder, emails, etc.
- Help in providing the dispatching of operations personnel
  
- Make sure all State/County/City permits are acquired before construction

**EXHIBIT C  
LINES OF PROGRESSION FOR BIDDING AND DEMOTION PURPOSES**

**By Occupational Groups**

<b>Electric Operations</b>	<b>Outside Clerical</b>	<b>Inside Clerical</b>
General Foreman	Serviceman Electric	Foreman, Customer Service Representative Working
Line Working Foreman	Service Tech/Meter Reader Foreman	Metering Coordinator
Job Facilitator	Service Tech	Representative, Customer Services, Senior
Troubleman/Meterman	Meter Reader	Representative. Customer Services/Frontline/Billing
Troubleman/Inspector		Representative, Clerical
Lineman		

<b>Company Seniority Only</b>	<b>Substation</b>	<b>Engineering</b>
Equipment Operator	Foreman, Substation	Sr. Planner
Mechanic	Electrician, Substation	Planner
Utility Worker, Universal		Associate Planner
		Lines Coordinator
		Planning Coordinator

**Notes on Line of Progression**

1. **Troubleman/Inspector shall be considered as Lineman for bidding purposes.**
2. **Mechanic/Groundman cannot bid Lineman or above.**
3. **Classifications labeled (5) shall accrue no Occupational Seniority and have bidding rights as defined in Title 15.3 (d).**

**EXHIBIT D**

**JOINT APPRENTICESHIP TRAINING PROGRAM**

**Company and Union agree to meet in Ad Hoc committee to develop an apprenticeship program.**

**EXHIBIT E**

**EMPLOYEE ASSISTANCE PROGRAM**

**Company shall establish and implement an Employee Assistance Program (EAP) jointly approved by the Union and the Company covering substance abuse (drugs and alcohol) and Fitness-for-Duty. Move to benefits Title**

## EXHIBIT F PENSION

Pension Plan – CalPeco shall provide employees with a pension plan for retirement purposes. CalPeco is currently finalizing additional details and Summary Plan Descriptions for this plan.

<b>EFFECTIVE DATE</b>	<ul style="list-style-type: none"> <li>• <b>July 2, 2012</b></li> </ul>												
<b>ELIGIBLE EMPLOYEES</b>	<ul style="list-style-type: none"> <li>• <b>All union employees</b></li> </ul>												
<b>MINIMUM SERVICE</b>	<ul style="list-style-type: none"> <li>• <b>1 Year of Service (1,000+ hours) during first year of employment or any subsequent plan year</b></li> <li>• <b>Participation commences on first monthly entry date following completion of 1 year of service</b></li> </ul>												
<b>MINIMUM AGE</b>	<ul style="list-style-type: none"> <li>• <b>None</b></li> </ul>												
<b>ANNUAL CONTRIBUTION CREDITS</b>	<table> <thead> <tr> <th><i>Combined Age + Years of Service</i></th> <th><i>Percentage of Pay</i></th> </tr> </thead> <tbody> <tr> <td>Less than 44</td> <td>4%</td> </tr> <tr> <td>45 to 54</td> <td>5%</td> </tr> <tr> <td>55 to 64</td> <td>6%</td> </tr> <tr> <td>65 to 74</td> <td>7%</td> </tr> <tr> <td>75 or more</td> <td>8%</td> </tr> </tbody> </table> <p><b>An employee must complete 1,000+ hours during a plan year to receive contribution credit for that year (except for death or retirement)</b></p>	<i>Combined Age + Years of Service</i>	<i>Percentage of Pay</i>	Less than 44	4%	45 to 54	5%	55 to 64	6%	65 to 74	7%	75 or more	8%
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Less than 44	4%												
45 to 54	5%												
55 to 64	6%												
65 to 74	7%												
75 or more	8%												

<p><b>ANNUAL INTEREST CREDITS</b></p>	<ul style="list-style-type: none"> <li>• <b>Greater of: (1) 30 Year U.S. Treasury Bond Rate (Determined annually in November for upcoming plan year); or (2) two percent.</b></li> </ul>
<p><b>DEFINITION OF "PAY"</b></p>	<ul style="list-style-type: none"> <li>• <b>Total pay (excluding (i) reimbursements or other expense allowances; (ii) fringe benefits (both cash and non-cash); (iii) moving expenses; (iv) non-qualified deferred compensation; (v) welfare benefits (e.g., disability benefits); (vi) severance pay; (vii) equity-based awards (including without limitation stock option and stock awards); and (viii) long term incentive plan payouts)</b></li> </ul>
<p><b>VESTING</b></p>	<ul style="list-style-type: none"> <li>• <b>Year of Vesting Service = 1,000+ hours per plan year</b></li> <li>• <b>&lt; 3 Years of Service = 0% Vested</b></li> <li>• <b>3+ Years of Service = 100% Vested</b></li> </ul>
<p><b>FORMS OF DISTRIBUTION</b></p>	<ul style="list-style-type: none"> <li>• <b>Lifetime annuity</b></li> <li>• <b>50%, 75% and 100% J&amp;S benefit</b></li> <li>• <b>Lump sum</b></li> <li>• <b>Normal form = 50% J&amp;S for married participants</b></li> </ul>
<p><b>TIME OF DISTRIBUTION</b></p>	<ul style="list-style-type: none"> <li>• <b>Age 65 (normal retirement date)</b></li> <li>• <b>Participant may elect immediate payment at any time following termination of employment</b></li> </ul>
<p><b>TRUSTEE</b></p>	<ul style="list-style-type: none"> <li>• <b>Benefit Trust Company</b></li> </ul>
<p><b>OTHER SERVICE PROVIDERS</b></p>	<ul style="list-style-type: none"> <li>• <b>Cottonwood Group LLC (actuarial and administrative services)</b></li> <li>• <b>Cottonwood Group Advisors (investment consulting)</b></li> </ul>

EXHIBIT F RETIREE MEDICAL

Retiree Medical Plan	
Plan Year	January 1 through December 31
Benefits Eligibility	<p><i>Employees hired with NVE/SPPCO before August 16, 2010: direct retirement from active service after attaining age 55 and 10 years of service.</i></p> <p><i>Employees hired with NVE/SPPCO after August 16, 2010: direct retirement from active service after attaining age 55 and 20 years of service.</i></p>

Service	Number of complete years from date of hire to date of termination. Former NV Energy/SPPCO employees' service with NV Energy/SPPCO immediately before the acquisition is recognized for eligibility and benefit level.
Retiree Medical Benefits	<p>Until age 65, same benefits as are offered to active employees (including dental and vision).</p> <p><i>Employees hired with NVE/SPPCO before August 16, 2010:</i> Post-age 65 benefits to be provided under a separate plan integrated with Medicare.</p> <p><i>Employees hired with NVE/SPPCO after August 16, 2010:</i> No Post-age 65 medical</p>
Retiree Medical Premium Cost Sharing	<p>Retiree pays the monthly premium in excess of \$260 per year of service for coverage before age 65. If retire before age 62 without meeting Rule of 85, then the \$260 above is reduced by 5% per year of retirement before age 62.</p> <p>After age 65, the retiree pays the monthly premium in excess of \$130 per year of service.</p>
Dependent Retiree Medical Benefits	Spouses and other dependents of retirees are eligible to receive medical benefits as long as the retiree is alive and receiving coverage. Upon the retiree's death, spouses receive free coverage for 1 year then move to COBRA.





# Liberty Utilities<sup>SM</sup>

August 20, 2014

## Letter of Understanding

This Letter of Understanding sets forth the understanding between California Pacific Electric Company, LLC ("CalPeco") and IBEW Local#1245 of Exhibit A wage schedule.

The parties understand in exchange for moving to a new Cash Balance Plan employees will have an additional 2% added to their base hourly wage as shown in wage schedule beginning 2014 and continuing into subsequent years. Additionally, in exchange for reducing the Company matching portion of the 401k from 6% to 4%, an additional 2% for a total of 4% will be shown in the 2014 wage schedule and continuing into subsequent years.

It is further understood this exchange of benefits for an additional 4% in wages will not be considered as wage in further negotiations between the parties.

Nothing in this Letter of Understanding modifies the existing terms of the Collective Bargaining Agreement between CalPeco and IBEW Local #1245.

AGREED BY:

*Patrick J. Waite*

Patrick Waite  
IBEW Local 1245

*8/20/14*

Date

*Greg Schumacher*

Greg Schumacher  
Liberty Utilities

*8/20/14*

Date