

**IBEW 1245 AND LCTT CONTRACTORS
TENTATIVE AGREEMENT
March 20, 2018**

**ARTICLE I
RECOGNITION**

1:1 *Retain Provision from Existing Company Agreements*

3:1 A workweek is defined as seven (7) consecutive calendar days, from Saturday midnight to Saturday midnight. The basic workweek shall consist of five (5) workdays of eight (8) hours each and shall begin Monday and run through Friday, except when a job other than for a public utility is to be done on Saturday, then the Company may assign another day as a non-workday and Saturdays becomes a workday in the basic workweek. An extended workweek shall begin at starting time Monday and continue until the next Monday starting time. The regular hours of work for all employees shall be from 7:00 a.m. to 3:30 p.m. with a meal period of thirty (30) minutes which normally will be from 12:00 noon to 12:30 p.m. provided, however, that the regular lunch period may be advance or delayed an hour or less when work must necessarily be performed during the regular lunch period. Such a change in the lunch period shall not be deemed to require the payment of overtime.

The regular hours of work may be changed by the Company at the request or direction of the public utility or governmental authorities, and by mutual agreement between the Company and the Union. ***The Company may change the start times by 30 minutes in either direction of the regular start time to meet the operational need without union approval.*** Such a change in the regular hours of work shall not be deemed to require the payment of overtime.

3:3 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 in excess of ten (10) hours up to and including (12) twelve hours for all employees working an agreed-to ~~a~~ four-day, ten-hour work schedule, (d) time worked on a non-workday, except as provided for in Section ~~5:2~~ **4.2**, (e) emergency work outside of regular hours of work on a workday, and (f) time worked on a holiday. Overtime shall be computed to the nearest quarter hour. Nothing contained herein shall be construed to require payment of overtime under more than one of the foregoing definitions for a single period of overtime.

Overtime compensation shall be paid at a rate of pay equivalent to one and one-half times (1 ½Xs) the regular rate of pay for all hours worked in excess of ~~eight (8)~~ **the employee's regular scheduled hours** up to and including twelve (12) hours worked in any workday. Compensation shall be paid at two times (2Xs) the employee's regular rate of pay for all hours worked in excess of twelve (12) hours, until the end of the work shift. The end of the work shift is defined as a reasonable period of time off the job.

3:8 (b) It shall take a ~~two-thirds (2/3)~~ **simple** majority vote in order to implement the 10 hour schedule..

(c) ***If a four (4) day, ten (10) hour schedule is worked the Employer will allow the employees, upon request. a Friday off every four weeks.***

5:1 If Company requires an employee to work two (2) **and one-half (2 ½)** hours beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of thirteen dollars (\$13.00). Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefore. On a four-day ten-hour schedule, employees will be granted a meal after one (1) hour of overtime. Company may prearrange employees with 4/10 schedules for ten-hour shifts on non-workdays without making meal payments. Employees provide their own first meal on prearranged shifts. Company is required to provide meals or payments in lieu on emergency call-out shifts.

5:2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed twenty-five dollars (\$25.00) per day as subsistence for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs ***on the first day of the assignment*** ~~at its beginning and from its conclusion~~ ***and from the temporary job on the last day of the assignment*** shall be paid for by Company. Company agrees to provide lodging when the Company assigns employees over 100 miles from their regular assigned headquarters.

Temporary work as used in this Article shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.

For employees assigned to a temporary work location or assembly point more than sixty (60) miles away, the following sequence will be observed:

- (1) The most senior volunteers in appropriate classifications.
- (2) The least senior individuals in the appropriate classifications.
- (3) Individuals relocated to another temporary headquarters will not be moved again until other individuals in the base headquarters have been relocated temporarily at least once. A temporary headquarters change will consist of a minimum of 15 consecutive workdays for an individual prior to activating the rotation process. (Individuals can volunteer to remain in the temporary assignment for longer than fifteen days.)

6:5 Seniority shall be used as the basis for determining such benefits as transfer rights, protection against demotion and layoff, hospital and life insurance, etc. ***as specifically set forth in this Agreement.***

6:6 When the Company assumes a contract in an area where the work was formerly performed by another contractor signatory to Union, the following applies:

- (1) The Company will make a good faith effort to retain Union line clearance and vegetation control personnel who formerly worked the area.
- (2) With respect to employees who are hired within thirty (30) days of the Employer assuming a contract from another contractor:
 - a.) Employees who previously served a probationary period under a line clearance collective bargaining agreement shall be subject to a ninety (90) day probationary period with this Employer.
 - b.) Company agrees to place former employees of another contractor on the wage scale under this Agreement based upon the length of experience in the job classification the employee has with the other contractor. ~~Where the Company takes over work in a new area and does not have a wage scale for that area, the Company will adopt the wage rates of the other contractor. In either event, the Company reserves the right to require evidence of the wage rate paid to these employees by the other contractor.~~
 - c.) For purpose of determining vacation ~~or paid time off (in this agreement referred to as PTO)~~, the length of continuous union membership in Local 1245 will be used.
 - d.) For purposes of transfer, demotion, promotion and layoff, the Company seniority will be used.
 - e.) ~~The Company shall offer these employees hired following the assumption of another contractor's area as provided in this Section with health care benefits (as described in Article XVI) the first of the month following three (3) months of service with the Company.~~

7:7 Any employee who is called upon to be absent from duty due to a death in his immediate family shall be excused, without loss of regular pay, for a reasonable time, not to exceed three (3) days, in order to permit him to make arrangements for and to attend the funeral. "Immediate family", as used in this paragraph, means the employee's father, mother, son, daughter, brother, sister, husband, wife, grandmother, grandfather, and mother and father of the current spouse, **step father, step mother, step son or step daughter**. Upon prior notice, verification may be required by the Company. **If more time is needed the employee may be permitted to utilize available vacation time.**

~~Employees shall be allowed up to one (1) day's unpaid absence for attending or making funeral arrangements for a step father, step mother, step son or step daughter.~~

8.1 Wages

Effective July 29, 2018: 1% increase

Effective July 28, 2019: 2% increase

(a) Six-month wage steps shall be granted when the employee has worked at least nine hundred and fifty (950) hours and six (6) months since the last wage increase **and the employee continues to make satisfactory progress in completing the Company's Line Clearance training program requirements. The Company agrees to make the line clearance training requirements available in the time specified for the Step.**

(b) After six months at the 18-Month Climber Trainee rate, the Trainee shall be promoted to the Climber classification and wage rate upon successfully passing all the requirements of the Company Line Clearance Tree Trimmer Certification Program.

8:3 Employees may elect to have their paycheck directly deposited into a bank account, or mailed (using the United States Postal Service regular First Class Mail) to them. The parties hereto strongly encourage employees to be paid by direct deposit.

If reports are received by Monday, all direct deposits will be placed electronically to the employee's bank no later than Friday (for the prior week's work). For employees that do not desire direct deposit, a good faith effort will be made to put paychecks in the U.S. Mail by Wednesday (for the prior week's work). For employees that choose direct deposit, a good faith effort will be made to put pay stubs in the U.S. Mail by Wednesday (for the prior week's work) **the Employer may provide pay stubs electronically.**

8:7 Company expects that in each step of the Climber Trainee Program, an employee performs certain job requirements for advancement. Company will evaluate, record and document the employee's job performance. The employee must also successfully complete any written examination associated with each step. The employee shall be advanced in the Trainee Program, once the employee as successfully completed all associated requirements (time in position, performance, driving, **observance of safety rules**, and testing).

The wage progression of an employee who is absent on a leave of absence without pay will be delayed by a period of time equivalent to such leave of absence.

9:1 Employees may file requests, in writing, for promotion to the Working Foreman classification or for a transfer to a new location in their present classification with the Office of the Company. Whenever a vacancy occurs, the Company will, before filling such vacancy, first give consideration to such requests and ~~qualifications~~ **the following factors** ~~the~~ being sufficient give preference on the basis of seniority.

(a) Company shall give consideration to applications for promotion and transfer to vacancies on the basis of seniority, ability, ~~safety performance~~, **licenses, disciplinary history within the previous nine (9) months** and qualifications.

12:2 An employee shall be allowed up to three (3) excused absence days per year, to be taken one (1) day at a time, for emergency situations. An employee ~~may choose to~~ **must** use a vacation day, **if they have it**, to compensate for the emergency day off. In either case, the employee shall notify their Supervisor prior to the scheduled workday. If the attempt to contact the Supervisor is unsuccessful, the employee shall notify the ~~Stockton~~ **Company** Office at least ninety (90) minutes prior to the start of the scheduled workday. ~~For the provisions of this Article, no employee shall be required to provide a doctor's excuse.~~ **The employee must provide documentation to substantiate the emergency or attest to the reason.**

12:4 Vacation arrangements must be scheduled with the employee's immediate supervisor. Vacation shall not be cumulative from year to year but must be taken in the year in which it is due. In case of conflict over scheduling of employee's vacation periods, seniority shall be the determining factor (**except as specified below**). ***If vacation is pre-approved in writing by the supervisor no less than 30 days or more than 60 days prior to the dates (s) requested off, such vacation can't be revoked and seniority would not be the determining factor.***

14:7 ~~During the months of June, July and August the Company will provide employees a minimum of one (1) block of ice per week, per crew, or as needed in the event that one (1) block of ice does not last one (1) week. The Company will reimburse employees for the cost of ice in remote areas where it is not practical for the Company to deliver. This provision does not restrict the Company from providing ice on a greater regularity than listed in this Section.~~

15.3 If a grievance is not settled satisfactorily under Section 15:2, it shall be presented in writing by the Union to the Supervisor within fifteen (15) calendar days, following receipt of the General Foreman's reply, setting forth the following:

- (a) A statement of the nature of the grievance and the facts upon which it is based,
- (b) The Section or sections of this Agreement, ~~if any,~~ relied upon as being applicable thereto,
- (c) The specific remedy or correction which is desired and a list of employees to whom the remedy is requested.

Upon mutual agreement the parties shall meet to discuss the grievance; otherwise, the parties shall discuss the grievance by telephone. The Supervisor shall reply in writing within fifteen (15) calendar days after the receipt or the grievance meeting setting forth the Company's position on the grievance. The Supervisor and the Business Representative shall state the reasons in writing as to why they have been unable to resolve the grievance at this level, when and if, it becomes necessary to refer to the next step of the grievance procedure.

16:1 The Employer will make contributions to the Line Construction Benefit Fund in the amount of ~~four dollars eighty seven cents (\$4.87)~~ **five dollars and seventy-five cents (\$5.75)** per hour worked by all employees. ~~New employees will be eligible for a company contribution following five (5) months of service.~~ The additional \$.13 per hour required by LINECO will be deducted from the employee's pre-tax earnings for each hour worked. **Effective December 30, 2018, the Employer will contribute six dollars (\$6.00) to LINECO.**

~~Effective January 1, 2013, the Employer will make contributions in the amount of five dollars (\$5.00) per hour worked.~~

~~The Employer agrees to pay 50% of any increase in LINECO that occurs during the term of this Agreement. Any additional contributions required will be deducted from the employee's pre-tax earnings for each hour worked.~~

If there is a significant increase in the contributions required by LINECO during the term of this Agreement, upon the request of either party, the parties agree to meet and confer over such increase. Upon mutual agreement of the parties, this Agreement may be amended to reflect any agreed upon changes to the Employer's contribution to LINECO and/or any other concurrent changes to this Agreement.

Employees will be paid retroactively to December 31, 2017 for the twenty-five cent deductions taken from their paychecks in 2017. Employees will be paid retroactive to the date in 2018 when an additional deduction of twenty-five cents (total of fifty cents) commenced.

19:1 This Agreement shall take effect as of ~~January 1, 2012~~ **December 31, 2017**, and shall continue in full force and effect until midnight, ~~December 30, 2017~~ **December 28, 2019** and it shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other sixty (60) days prior to the end of the then current term.

ARTICLE ___ - SICK LEAVE

Section --.1 Effective ***the Sunday following the ratification date of this Agreement in 2018*** and each January 1 thereafter, employees will be eligible for three (3) days (24 hours) of paid sick leave. New employees hired after ***the effective date of this Agreement***, will be eligible for three (3) days of sick leave on the ninetieth (90th) day of employment.

Section __.2 The following shall govern the use of paid sick leave:

a. Sick Leave may be used for the diagnosis, care or treatment of an existing health condition or preventive care for an employee or their family member. Family member is defined as the employees' child (biological, adopted or foster child), parent, step-parent, spouse, registered domestic partner, grandparent, grandchild or sibling.

b. Sick Leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking for taking time off from work to attend to any of the following:

(1) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.

(2) To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.

(3) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

(4) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

c. If the need for sick leave is foreseeable, the employee shall provide as much advance notice as is possible. If the need for sick leave is not foreseeable, the employee must provide notice to the General Foreperson at least **one (1) hour** prior to the start of the scheduled shift.

d. The use of sick leave shall be for a minimum of the entire work day.

e. Sick leave shall not carry over from one calendar year to the next. The Company agrees to buy back unused sick days at the end of the calendar year. Sick leave will not be paid out upon separation from employment.

Section __.3 ***As of the effective date of this Agreement, the parties recognize the State of California and certain political subdivisions of the State of California have enacted a statute or ordinance mandating paid sick leave for employees within its jurisdiction. Both parties to this Agreement hereby agree to waive the requirements of the existing statute, ordinance, rule, law or regulation including, but not limited to, Article 1.5 (commencing with Section 245 (H) and all local ordinances, including, but not limited to those cities of Berkley, Emeryville, Oakland, and San Francisco.*** Any employer who is signatory to this Agreement shall not be required to comply with said statute, ordinance, rule, law or regulation, and any employee covered by this Agreement shall not have any right or cause of action against any signatory employer or IBEW Local 1245 for violation of said statute, ordinance, rule, law or regulation.

During the time this Agreement is in effect, if any city, county or political subdivision of the State of California enacts a statute, ordinance, rule, law or regulation mandating paid sick leave for employees within its jurisdiction, both parties to this Agreement hereby agree to waive the requirements of the statute, ordinance, rule, law or regulation.

If, during the term of this Agreement, ***the Federal Government or the State of California adopt a requirement that increases the amount of sick leave an Employer must provide***, this Agreement shall be reopened sixty days prior to the effective date of the ***Federal or*** State requirement and any wage increases or benefit improvements scheduled to commence thereafter shall be suspended until such time as the parties reach an agreement.

SAFETY INCENTIVE PLAN: Delete the SIB. No payment for 2018.

LETTER OF AGREEMENT

The following is an addendum to the collective bargaining agreement entered into by and between (***Insert Company Name***) (hereinafter referred to as the "Employer") and Local Union No. 1245 of the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union") effective through ~~December 30, 2017.~~ **December 28, 2019.**

Whereas, the parties hereto have entered into a collective bargaining agreement effective through ~~December 30, 2017~~ **December 28, 2019;** and

Whereas, during the negotiations for the collective bargaining agreement the parties reached certain additional understandings and agreements;

Now, therefore, said agreements are set forth herein.

Agreement

1. Regarding the provisions of Section 13.7, during the term of the collective bargaining agreement the Employer agrees to pay employees at the applicable rate of pay for the time spent in First Aid/CPR Training for employees working on the property of Pacific Gas and Electric Company.
2. During the term of the collective bargaining agreement the parties agree the provisions of Article 18 shall not be applicable to approved "disadvantaged business enterprises" (minority owned, woman owned or disabled veteran owned businesses) performing work as a subcontractor for prime contractors, for investor owned utilities included in the scope of the collective bargaining agreement. Article 18 shall not apply to Family Tree Service prior to December 31 2012 and to Windy Tree Service prior to December 31, 2013.
3. Employees on the Employer's payroll as of the ratification date of this Agreement qualified for the previous VC4 "Specialist" classification shall be grandfathered and shall be allowed to retain their existing higher rate of pay (\$19.29). They will also be granted the general wage increases provided in the collective bargaining Agreement (\$19.68 effective 7/28/13, \$20.27 effective 8/3/14, \$20.87 effective 8/2/15, and increases thereafter in the same percentage amount as the increases to the other classifications in 2016 and 2017). In order to keep the higher wage rate, the VC4 must maintain the QAC. Employees who fail to maintain the QAC will be reduced to the VC Tech 3 pay rate. The following language will be applicable to such grandfathered employees:

Vegetation Specialist shall be allowed one (1) Company paid day off of work every 12 months in order to attend QAC certification related courses/training in order to comply with QAC continuing education units (CEU's). Additional needed days off of work related to CEU's within each calendar year shall be unpaid, but considered as excused time off of work.

In the event that seventy-five percent (75%) of employees at any given headquarters request Company paid time off to attend QAC testing and/or QAC CEU training, the employees shall agree to an alternative work week (Article 4.1) in order to allow that the employees shall actually work a forty (40) hour straight time work week (i.e., if 75% or more of the employees at a headquarters elect to attend training on

Wednesday of a 4-day, 10-hour per day workweek schedule of Monday through Thursday, then the employees will work Friday at straight time in order that they actually work a 40 hour straight time work week).

Besides Company paid time off as cited above, Vegetation Control Technicians and Vegetation Specialists shall be responsible for any and all QAC related costs (i.e., testing fees, CEU upkeep fees, etc.)

4. Employees on the Employer's payroll as of the ratification date of this Agreement who qualified for the previous "Master Foreman" job classification shall be allowed to retain their existing higher rate of pay (5% pay differential), provided they maintain the following qualifications:

- ISA Certified Arborist
- Five year minimum experience as Foreman with the Company
- Safety acceptable
- Attendance good
- Training abilities
- Equipment care and knowledge
- CPR and first aid

5. ~~Effective January 1, 2013, the provisions of the preceding collective bargaining agreement regarding the accrual and use of Paid Time Off (PTO) shall be discontinued and superseded by the Vacation and Holiday provision of the current collective bargaining agreement. After January 1, 2013, employees shall accrue pro-rated vacation to be awarded on their next anniversary date of employment. Employees shall have the remainder of calendar year 2013 to use their accumulated Paid Time Off. Employees shall be required to exhaust PTO before they use vacation time. PTO that is not used by the end of 2013 shall be paid off at the employees December 2012 rate of pay. (For ATE: The provisions of the previous collective bargaining agreement regarding PTO for employees in the San Joaquin area shall continue to apply through December 31, 2012.)~~

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

COMPANY NAME

LOCAL UNION 1245