

AGREEMENT

BETWEEN

CITY LIGHT & POWER, INC., TRAVIS AIR FORCE BASE

And

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

Term: January 1, 2018 – December 31, 2023

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## COLLECTIVE BARGAINING AGREEMENT

between

CITY LIGHT & POWER, INC.

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245

This Agreement is entered into on January 1, 2018 by and between City Light & Power, Inc. (Company) and IBEW, Local 1245 "Local 1245", for work to be performed on Travis Air Force Base, California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in the representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

### BASIC PRINCIPLES

Company has a contract, to own, maintain and operate the electrical distribution system for Travis Air Force Base ("TAFB") in California. Pursuant to this Contract, Company will maintain and repair and replace all components of the TAFB electrical system. Work will be performed as needed to provide and maintain a complete electrical system for TAFB 24 hours per day, year-round. The purpose of this Collective Bargaining Agreement is to include, under a single contract, all onsite electrical work contracted to Company for the TAFB facility.

### SCOPE OF WORK

Included within this Scope of Work is all onsite electrical work contracted to Company for the TAFB Facility. This includes the performance, operation, maintenance, repair, replacement, expansion, and incidentals on the electrical systems covered by this Agreement, to include preventive maintenance, system voltage conversions, service connections, cable replacements or installation of the underground and overhead electrical distribution system. System deficiency corrections include all required upgrades, renewals, connections and replacement of system components. Emergency service as required to maintain the system.

The scope of work does not include those individuals in the classification above Crew Supervisor, office employees, all other supervisors or specific work that

must be subcontracted (small business, NBE/WBE, etc.) in accordance with the contract of Company for work on TAFB. In an emergency, Company may subcontract or otherwise supplement its workforce from any source in order to meet its contractual requirements. Company to provide Local 1245 with copy of the Company contract with TAFB.

## ARTICLE 1 Recognition

### 1.1 Union Recognition

International Brotherhood of Electrical Workers, Local 1245 hereinafter referred to as the “Local 1245”, is the recognized employee organization for the classifications listed in Appendix A hereinafter referred to as the “Unit”.

### 1.2 Company Recognition

City Light & Power, Inc. referred hereinafter as “Company”.

## ARTICLE 2 Union Security

### 2.1 Dues Deduction

Payroll deductions from employees in the Unit for union membership dues or agency fees shall be made by Company only on behalf the International Brotherhood of Electrical Workers, Local 1245.

The following procedures shall be observed in the withholding of employee earnings:

- (1) Payroll deductions for Union dues or agency fees shall be for a specific amount and uniform as between employee members of Local 1245 and shall not include fines, fees and/or assessments. Dues or agency fees deduction shall be made only upon the employee’s written authorization.
- (2) Amounts deducted and withheld by Company shall be transmitted to the officer designated in writing by the Local 1245 as the person authorized to receive such funds at the address specified.
- (3) Local 1245 membership dues or agency fees shall be deducted only provided that the employee’s earnings are sufficient; after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay

status for an entire pay period, no withholding will be made to cover that pay period from future earnings nor will the employee deposit the amount with the Company which would have been withheld. If the employee is in a non-pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over Local 1245 dues or agency fees deduction.

- (4) Local 1245 shall indemnify and hold Company harmless against any claim made and against any suit initiated against Company for the deduction of Local 1245 dues or agency fees. In addition, Local 1245 shall refund to Company any amounts paid to it in error upon presentation of supporting evidence.

## 2.2 Agency Shop

The parties hereto recognize that membership in the Local 1245 is not compulsory, that employees in the Unit have the right to join, not join; maintain, or drop their membership in Local 1245 and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. Local 1245 agree it is obligated to represent all of the employees in the Unit fairly and equally, without regard to whether or not an employee is a member of Local 1245.

Any employee of Company in the Unit shall, as a condition of continued employment, either be required to belong to Local 1245 or to pay to Local 1245 an amount (agency fees) equal to that which would be paid by an employee who decides to become a member of Local 1245 at the time of employment. For new employees, the payment shall commence thirty-one (31) days following date of employment. The payment of dues, or agency fees, shall be deducted only for Local 1245 dues, or agency fees, upon written authorization from the employee to Company and is subject to religious or other exceptions as provided by Federal or State law. Any disputes arising out of the application of said law is solely between Local 1245 and the employee involved in the dispute, and shall not involve Company, in any way, in resolving the dispute.

Deductions for payment to the Local 1245 shall be made only provided that the employee's earnings are regularly sufficient after other legal and required deductions are made to cover the amount of dues or agency fees authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required

deductions have priority over Local 1245 dues. Local 1245 shall notify Company in writing as to the amount of such dues or agency fees uniformly required of all members in Local 1245.

Monies withheld by Company shall be transmitted to the Officer designated in writing by the President of Local 1245 as the person authorized to receive such funds, at the address specified. Local 1245 shall indemnify, defend, and hold Company harmless against any claims made, and against any suit instituted against Company on account of deduction of employee organization dues or agency fees. In addition, Local 1245 shall refund to Company any amount paid to it in error upon presentation of supporting evidence.

### 2.3 Employee Rights

Local 1245, on behalf of the employees it represents, retain all of the rights granted to it by the National Labor Relations Act and the terms of this agreement.

## ARTICLE 3 Termination-Amendments-Dispute

### Section 3.1

The term of the agreement shall run from January 1, 2018 until midnight December 31, 2023.

### Section 3.2

(a) This agreement shall remain in effect unless either party desires to amend or terminate this Agreement, in which case this agreement will automatically renew for an additional twelve (12) month term. Such notification must be provided in writing at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

(c) The existing provisions of the Agreement, including this Article, shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

(d) Notice of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

### Section 3.3

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto.

### Section 3.4

Parties agree to a complete no strike, no lock-out agreement. There will be no strikes, including sympathy strikes, or lock-out for any reason during the duration of this agreement. All contractual disputes are to be resolved through the grievance procedure.

### Section 3.5

There shall be a Labor-Management Committee of two representing Local 1245 and two representing Company. It shall meet regularly at such stated times as it may decide. However, it shall also meet within 48 hours when notice is given by either party. It shall select its own Chairman and Secretary. Local 1245 shall select Local 1245 representatives and Company shall select the management representatives.

### Section 3.6

All grievances or questions of contract interpretation in dispute shall be adjusted by the duly authorized representative of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer the same to the Labor-Management Committee.

### Section 3.7

All matters coming before the Labor-Management Committee shall be decided by a majority vote. Four members of the Committee shall be a quorum for the transaction of business, but each party shall have the right to cast the full vote of its membership and it shall be counted as though all were present and voting.

### Section 3.8

In the event a dispute is not resolved by the Labor-Management Committee it will be referred to a mediator as assigned by the Federal Mediation and Conciliation Service (FMCS). In the event that either party determines that mediation is unsuccessful, Local 1245 or Company may refer the grievance to arbitration. Local 1245 and CLP committee members shall request a panel of at least seven (7) arbitrators from the FMCS. Local 1245 and Company participants shall agree on an arbitrator. In the event the parties cannot agree, each party shall take turns rejecting arbitrators from the list, one at a time, until such time that one (1) arbitrator remains. The remaining arbitrator shall hear the grievance. The arbitrator will make a final and binding decision. The arbitrator will have the authority to award the recovery of costs and attorney's

fees to the prevailing party. The cost of the mediator or arbitrator shall be shared equally by both parties.

### Section 3.9

When any matter in dispute, has been referred to mediation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

## ARTICLE 4 Employer Rights, Union Rights

### Section 4.1

Company, as a condition of this Agreement, shall make regular payments to the State and/or Federal Government for Unemployment Compensation, Worker's Compensation, Social Security and so forth, for each employee, and also such other payments as required by law.

### Section 4.2

Local 1245 reserve the right to discipline its members for violation of its laws, rules and agreements.

### Section 4.3

No Employer shall directly or indirectly or by any subterfuge, sublet or contract with employees, any or all of the labor services required under the terms of this Agreement.

### Section 4.4

A representative of Local 1245 shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

### Section 4.5

Unless otherwise modified by this Agreement, Company shall maintain its normal work rules and policies and all rights of management normally maintained by an Employer. The rights of Company include, but are not limited to, the exclusive right to determine the mission of its departments; set standards of service; direct its employees; establish crew size and number of crews to perform the work; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine the methods, means and personnel by which operations are to be conducted; determine the content of job classifications;



take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization, technology, procedures and standards, all in accordance with Good Business Practice of performing its work.

#### Section 4.6

There shall be no discrimination based on race, creed, color, national origin, sex, ancestry, marital status, pregnancy, sexual orientation, or legitimate union activities against any employee or applicant for employment by Local 1245 or by the Company or by anyone employed by the Company; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established.

#### Section 4.7

The Company shall have the right to discipline up to and including discharge any employee for cause, including but not limited to dishonesty, insubordination, drunkenness, drug use, incompetence, willful negligence, failure to perform work as required, or to observe Company's safety and house rules and regulations which must be conspicuously posted and not in derogation of the Collective Bargaining Agreement, or for engaging in strikes, individual or group slowdowns to work stoppages, or refusal to accept overtime, or for violation or ordering the violation of the Collective Bargaining Agreement. Employees must comply with all Company and TAFB security requirements, and must maintain a driving record acceptable to CLP and to its insurance carrier. Company shall provide Local 1245 with a copy of the TAFB security requirements applicable to Local 1245's bargaining unit.

If an employee feels he or she has been unjustly discharged, he or she shall have the right to appeal his or her case through the grievance procedure, as provided for in this Collective Bargaining Agreement. If the employee chooses to file a grievance, such grievance must be filed by the employee and/or a Local 1245 representative with the Company in writing within five (5) calendar days from the date of discharge.

The grievance must be filed in accordance with these provisions or the right to file a grievance is lost.

#### Section 4.8

No full-time employee of Company shall enter into any outside employment or establish any business that constitutes a conflict of interest for the employee or the Company. Such outside business or work for others, aside from his or her regular duties with Company, is subject to the authorization of the Company and will be allowed only under the provisions that:

- (1) Such outside work, or business, does not interfere with his or her efficiency in performing regular duties;
- (2) Such outside work, or business, does not prevent him or her from responding to orders to perform overtime work;
- (3) Such outside work, or business, does not occasion discredit upon or create embarrassment for the Company.

#### Section 4.9

An employee who is assigned by the employee's supervisor to fully perform a job in a higher paid classification during the temporary or permanent absence of an employee shall be paid the top rate of the higher classification.

#### Section 4.10

Employees shall file a letter of interest with Company for consideration in temporary and permanent promotional opportunities.

Promotions for temporary opportunities to higher classifications within the bargaining unit shall be awarded to the employee with the highest Company seniority and who possesses the skill sets to perform essential job functions of the higher classification. Nothing in this section will impede local headquarters agreements between the parties to establish a rotational system for such temporary opportunities amongst individuals in the same classification.

Promotions for permanent opportunities to higher classifications within the bargaining unit may be awarded to the employee with the highest Company seniority, an outside applicant, or other CLP employee, any of which possess the skill sets to perform essential job functions of the higher classification, however, where outside applicants are considered, preferential consideration should be granted to the incumbent employees.

For the purposes of this Section, seniority shall be actual continuous time worked for Company.

#### Section 4.11

In the event of any temporary or permanent reduction in work force (lay off) due to lack of work, Company shall lay off the employee with the least amount of seniority within the affected classification. Those employees who are laid off subject to this Section shall have preferential rehire rights for twelve (12) months.

In the event a laid off employee returns to work within twelve (12) months their Company seniority shall be bridged to their original hire date as though they had not been laid off.

For the purposes of this Section, seniority shall be actual continuous time worked for Company.

ARTICLE 5  
Hours, Working Conditions, Wage Payments

Section 5.1

(a) Eight (8) consecutive hours of work with a thirty (30) minute break for lunch shall constitute a work day. Five (5) consecutive days, Monday thru Friday shall constitute a work week. All overtime must be consistent with the employers "emergency work" policy. The Company rotates crews with one crew available at all times to perform emergency work. A minimum call out for emergencies is two hours. Overtime is paid at the rate of time and one half (1-1/2x) for all hours worked over forty hours in the week or (except in Sec 5.1 (d)) 8 hours compensated in a day.

(b) Notification of any change in the normally established work week must be made no later than quitting time of the last day of the preceding week, unless mutually agreed upon by the crew on site or to meet customer requirements.

(c) Any deviations from the established or optional work days or work weeks necessary to meet the demands of individual contracts may be established in a pre-job conference.

(d) Any work done in excess of eight (8) continuous hours shall be paid at one and one-half (1-1/2x) the straight time rate of pay.

Any work done in excess of twelve (12) continuous hours shall be paid at double (2x) the straight time rate of pay.

Any work done on a holiday or due to an unscheduled overtime call out, or emergency call back, to work shall be paid at double (2x) the straight time rate of pay.

(e) Employees shall have a minimum of Eight (8) hours off between shifts, and these hours may be non-consecutive. If an employee has less than eight hours off between shifts the employee shall be paid the applicable overtime rate until an eight hour break is taken.

(f) A working day shall be defined as 12:01 AM to 12:00 Midnight.

(g) Employees required to work four (4) hours beyond their regular shift, and each four (4) hours thereafter, shall receive a \$25.00 meal payment, and be paid a reasonable amount of time, at the overtime rate of pay, to consume said meal. In the event the employee/s work through their meal period without taking said meal, the employee shall receive

one-half (1/2) hour payment at the applicable overtime rate in lieu of said meal break.

(h) Employees required to report to work two (2) hours or more prior to the start of their regular shift shall be entitled to the meal provisions of (g) above.

### Section 5.2

The Company recognizes eight paid holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day and an additional three paid personal holidays to be taken in accordance with Company holiday procedure.

### Section 5.3

#### Vacation:

The Company also provides for paid vacations after 90 day probationary period. Vacation accrual shall be based on employee years of service with the Company. Forty hours accrued during year one; eighty hours in years two through four; one-hundred twenty hours in year five and thereafter; one-hundred sixty hours in year fifteen and thereafter. Time off requests must be submitted five business days prior to time off and scheduled so as to avoid Company disruption. An employee may carry over up to eighty hours into the next calendar year.

Company shall make a good faith effort to accommodate annual employee vacation scheduling. Any conflicts of vacation scheduling shall be settled based on the conflicting vacation scheduling times being awarded to the employee with the most CLP seniority.

An employee may carry up to one-year's vacation accrual, up to a maximum of eighty hours, into the next calendar year. Any accrued vacation in excess of 80 hours accrual shall be paid out to the employee at their current rate of pay in the final pay period of the calendar year.

#### Sick Leave:

On January 1<sup>st</sup> of each year, Company shall credit employees with eighty (80) hours of sick leave accrual to be used within the remaining calendar year.

Employees with any unused sick leave accrual as of December 31<sup>st</sup> of the previous year shall be allowed by Company to carry over said sick leave hours, up to a maximum of thirty-two (32) hours of sick leave accrual carry-over.

At no time shall employee sick leave hour accrual exceed a maximum accrual amount of one hundred twelve (112) hours.

Sick leave may be used for personal sickness, injury or medical appointments that prevent an employee from working. Sick days may not be used for additional vacation days.

Employees who utilize sick leave on the regular workday before or after a recognized holiday may be required to provide their supervisor with a physician verification in order to be eligible for said holiday pay. A doctor's note will be required after three consecutive sick days.

Employees hired mid-year, shall, upon hire, be credited by Company with a pro-rata share of annual accrual based on the remaining months left within the calendar year, to a maximum of eighty (80) hours of sick leave credit upon hire.

For example:

- (a) An employee hired by the Company on February 15<sup>th</sup> would be entitled to eighty (80) hours of sick leave credit, or the equivalent of ten (10) full calendar month's sick leave accrual of March through December of that year.
- (b) An employee hired on November 15<sup>th</sup> would be entitled to eight (8) hours of sick leave credit, or the equivalent of one (1) full calendar month's sick leave accrual for December of that year.

#### Section 5.4

Jury Duty:

An employee must present to Company a bonafide jury duty slip in order to be excused for jury duty. That employee shall receive their regular straight-time compensation while off work to attend bonafide jury duty.

Employees attending jury duty shall be excused for the entire duration of the jury duty, however they shall receive paid jury duty leave for a maximum of 20 regular work days for any jury duty trial.

Bereavement Leave:

An employee shall receive up to three days, regular straight-time rate of pay, in order to attend the funeral of the members of their immediate family. The Family and Medical Leave Act provisions defining immediate family shall the define employee immediate family for the provisions of this Section.

#### Section 5.5

Work shifts shall be separated by an eight (8) hour period. When an employee returns to work prior to an eight (8) hour rest interval between shifts, he shall be paid at the appropriate overtime rate until he is relieved for a minimum of eight hours. Starting time may be shifted to allow for the rest period.

## Section 5.6

All employees working for Company under the terms of this Agreement shall be paid on a regular weekly pay day not later than quitting time on the Friday following the previous work week ending on Friday at 12:00 midnight. Employees may be paid through electronic transfer. In the event an employee is unable to secure a bank account for electronic transfer, Company shall issue such an employee a physical pay check no later than quitting time on Friday.

Company shall not hold back more than one week's pay.

Any workman required to wait for his pay shall, after written notice to the Company, receive pay at the straight time rate until paid, not to exceed eight (8) hours pay in any one twenty-four (24) hour period or forty (40) hours pay in any one seven (7) day period.

If Company desires to pay by check, it shall provide a company check with the name of the Company printed thereon. Company shall attach to the pay check or the pay envelope a check stub or list showing all itemized deductions, amount paid for at the straight time rate, amount paid for at the overtime rate, gross amount and net amount.

When employees are laid off or discharged they shall receive their wages in full, including any earned personal holiday or vacation pay, at the time of being laid off or discharged.

## Section 5.7

(a) If an employee reports for overtime work, unless told otherwise, and no work is available, they will be paid two hours at the applicable rate of pay.

(b) If overtime work is suspended by Company after work has started, the employee shall be paid for time worked, at a minimum of two (2) hours. However, if the employee is terminated for just cause or the employee quits, the employee shall be paid for time worked only.

(c) Regular or probationary employees who are unable to work in the field because of inclement weather or other similar causes will receive pay for the full day, provided they have reported for duty. During such a day, they may be held pending emergency calls, may be given first aid, safety or other instruction, or they may be assigned to perform miscellaneous duties in sheltered locations.

### Section 5.8

For purposes of this Article, "terminated" shall mean stopped from working, temporarily or otherwise, by Company or its Representative. Any employee who quits or is terminated for just cause shall receive only time worked, including payments of any earned personal holiday and/or vacation leave.

### Section 5.9

Employees called for either unscheduled or emergency work outside their regular working hours, or on holidays, shall receive the overtime rate of two (2) times (2x) the straight time rate of pay for time worked. A minimum of 2 hours will be paid when employees are called out. Overtime worked under this provision shall not impact any other provision in this agreement.

Employees who are released from active duty and who volunteer for Standby Duty, will be required to leave notice of where they can be reached and be prepared to return to active duty when required. Standby Duty requires that employees so assigned shall be ready to respond within 15 minutes, reached by telephone or other communication devices, and refrain from activities which impair their ability to perform the assigned duties. Typically, one employee on Standby duty will immediately respond and an additional one/two man trouble crew will respond if needed. For Travis AFB, the standby period shall consist of fourteen (14) consecutive days; e.g. the end of the regular workday on Tuesday to the start of the regular workday on the Tuesday fourteen days later. Employees who are on Standby Duty and violate these requirements are subject to discipline up to and including termination.

Standby Duty shall be compensated at \$1.80 per hour for each full hour of Standby Duty with an annual increase reflected in Exhibit A. In the event of a response to a call the overtime rate (2x) will be in effect and not the \$1.80 per hour. The Standby Duty will not be considered time worked.

Emergency time worked while on standby shall be computed to the nearest one-half (1/2) hour except in no event shall the employee be paid for less than two (2) hours. The two (2) hour minimum overtime compensation for call out while on standby duty shall be paid only for the first call during a twenty-four (24) hour period from 1530; for subsequent calls during the standby duty within the same twenty-four (24) hour period, compensation shall be paid for actual time worked computed to the nearest one-half (1/2) hour.

### Section 5.10

Normal workweek shall be Monday through Friday and consist of five workdays. Normal workdays shall be eight (8) consecutive hours (with an unpaid thirty (30) minute lunch break at mid-day) scheduled from 7:00 a.m. and 3:30 p.m. With mutual agreement, Local 1245 and the Company may agree to change the regular hours of the normal workdays.

In some instances where emergency work is anticipated, and where employees may be needed to respond quickly, employees will be restricted to their home, company provided hotel, or other agreed upon location. Employees will be instructed accordingly. During this restricted time period, the employee is not working and any time spent is not time worked. All time spent in this circumstance will be compensated at the employee's regular rate. No additional benefits will be provided.

For the purposes of this section, an anticipated emergency is considered but not limited to natural disasters or anticipated extreme weather conditions related to heat, wind and rain events.

#### Section 5.11

Employees desiring to take time off must notify Company at least three days prior except in case of emergency or sudden illness.

#### Section 5.12

On all accidents the employee injured will notify Company verbally immediately, and by written notification within twenty-four (24) hours of the accident.

#### Section 5.13

All work performed under this Agreement shall be done in accordance with applicable Federal, State, Local and/or Employer safety rules and regulations.

#### Section 5.14

(a) Company shall furnish all safety devices and equipment needed for safe performance of the work and shall furnish first aid sets. It shall be the duty of the driver of the vehicle to see that the first aid set is properly maintained.

(b) Personal safety equipment in the nature of hard hats and safety glasses will be assigned to the employee and must be returned to Company, when termination occurs. The Company does not furnish personal items of clothing such as safety boots, etc.

(c) The Company will furnish uniform shirts, full length pants and rain gear, which must be properly maintained by the employee.

(d) For employees required to possess a Commercial Driver's License, the Company shall cover the cost of all medical exams associated with the maintenance of such license while employed by the Company. Such exams shall be scheduled during regular working hours. The time taken for such medical exams shall be



considered time worked; employees shall not be required to schedule such exams outside of regular hours or use accrued leave time to cover such medical exams. Whenever administratively possible, employees shall make every attempt to schedule such visits so as to have the least impact on the workday.

#### Section 5.15

Company shall furnish paper cups and adequate drinking water and ice, if requested, on each truck.

#### Section 5.16

Substance Abuse Policy. The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this Agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize Company right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. A copy of this plan will be provided to Local 1245. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

#### Section 5.17

Health and Welfare - The Company will contribute the applicable per hour cost for each covered employee to provide LINECO health insurance benefits.

### ARTICLE 6 Apprenticeship and Training Joint Committee

#### Section 6.1

The Company and Local 1245 may meet and confer in order to establish a joint training program.

### ARTICLE 7 401(k)

#### Section 7.1

It is agreed that in accordance with the Company Union 401(k) Plan, effective with the commencement of this agreement, as amended and restated from time to time (the "401(k) Plan"), Company will contribute six percent (6%) of a

worker's gross wage into the 401(k) Plan ("Pension Contribution") and shall administer the plan in accordance with the plan documents.

Additionally, workers shall be offered the choice to make salary deferrals into the 401(k) Plan up to the maximum amount allowed by the Internal Revenue Service for each plan year, based upon the workers age. These salary deferrals are discretionary, can be changed by the worker at anytime, and are in addition to Company Pension Contribution.

Workers shall be immediately vested in 100% of the Pension Contribution, after being employed for a period of 90 days as described in Union 401(k) Plan. The Pension Contribution shall be held in trust by Company on the employee's behalf and shall be subject to all the guidelines set forth by the 401(k) Plan and applicable governing laws regarding such plans.

Pension Contributions and salary deferrals held in trust in the 401(k) plan shall be placed in individual accounts, and workers shall have the ability to direct the investments of their own funds in the 401(k) plan.

Failure by Company to make all payments provided for under this clause shall be a breach of this Agreement.

## ARTICLE 8 Job Descriptions

### Section 8.1

#### Crew Supervisor

The Crew Supervisor work will include the supervision of work crews, the education and training of military personnel, installation and repair of aerial and underground distribution lines and auxiliary equipment such as conduits, insulators, and poles.

The Crew Supervisor maintains, repairs, troubleshoots, modifies and installs various types of electrical high voltage equipment and related devices such as poles, transformers, switches, relays and substation equipment. This position applies technical knowledge of electronic principles in determining equipment malfunctions, and applies skill in restoring equipment operation, evaluates performance and reliability of system components. This position is required to complete inspection forms which will produce recommendations on when changes in components or installation specifications to improve system reliability and maintenance practices. From time to time, this position will be required to operate equipment such as cranes, digger trucks, aerial trucks, motor graders, heavy loaders, carryalls, bulldozers, rollers, scrapers, and large industrial tractors with pan or scraper attachments; read and interpret grade and slope stakes and simple plans, and may grease, adjust and make emergency repairs to equipment.

The Crew Supervisor will adhere to all safety rules and regulations and will be required to respond to emergency callouts to restore electrical service as needed, which may include work in adverse weather conditions.

Crew Supervisor employed under the terms of this Agreement shall be provided by Company the following tools: hammer, pliers, long-nose pliers, ruler, 12" crescent wrench, screwdriver, skinning knife, body belt, safety strap, climbers, Channel Locks and 9/16-3/4 speed wrench. Company agrees to replace tools as needed, however if a tool is lost or damaged due to employee gross-negligence, the employee shall be responsible for the replacement of said tool.

## Section 8.2

### Maintenance Electrical Worker

The Maintenance Electrical Worker works under supervision of a Crew Supervisor in the installation and maintenance of OH and UG high voltage electrical system. This work includes the education and training of military personnel and the installation and repair of aerial and underground distribution lines and auxiliary equipment such as conduits, insulators, and poles. May be required to work alone doing various tasks as needed and to train and oversee apprentices and maintenance workers. Will be required to respond to emergency callouts to restore electrical service as needed, which may include work in adverse weather conditions.

The Maintenance Electrical Worker maintains, repairs, troubleshoots, modifies and installs various types of electrical high voltage equipment and related devices such as poles, transformers, switches, relays and substation equipment. This position applies technical knowledge of electronic principles in determining equipment malfunctions, and applies skill in restoring equipment operation, evaluates performance and reliability of system components. This position is required to complete inspection forms which will produce recommendations on when changes in components or installation specifications to improve system reliability and maintenance practices. From time to time, this position will be required to operate equipment such as cranes, digger trucks, aerial trucks, motor graders, heavy loaders, carryalls, bulldozers, rollers, scrapers, and large industrial tractors with pan or scraper attachments; read and interpret grade and slope stakes and simple plans, and may grease, adjust and make emergency repairs to equipment.

Maintenance Electrical Worker employed under the terms of this Agreement shall be provided by Company the following tools: hammer, pliers, long-nose pliers, ruler, 12" crescent wrench, screwdriver, skinning knife, body belt, safety strap, climbers, Channel Locks and 9/16-3/4 speed wrench. Company agrees to replace tools as needed, however if a tool is lost or damaged due to employee gross-negligence, the employee shall be responsible for the replacement of said tool.

## Section 8.3

### General Maintenance Worker

General Maintenance Worker shall work under the supervision of Crew Supervisor and Maintenance Electrical Worker and shall assist as directed in the performance of their work which includes the operation of jack-hammers, man hauls, and the loading and unloading of materials and equipment, and may use hand-mechanized tools to assist tower and pole assembly. The General Maintenance Worker may assist with the education and training of military personnel. The framing and erecting of poles, making, installing, and pulling guys and assembling and erecting fixtures shall be done by Crew Supervisors and Maintenance Electrical Workers and General Maintenance Worker will assist. Under no circumstances shall a General Maintenance Worker climb poles, towers or structures, or work in the proximity of energized lines or equipment. General Maintenance Worker may operate pick-up trucks and light flatbed trucks, trucks used to service trucks and equipment on distribution and transmission lines. General Maintenance Workers may drive bucket trucks, line trucks, and light trucks on the job and operate additional equipment if qualified to do so. General Maintenance Worker shall be provided by Company the following tools: hammer, pliers, ruler, 10" adjustable wrench and skinning knife. Company agrees to replace tools as needed, however if a tool is lost or damaged due to employee gross-negligence, the employee shall be responsible for the replacement of said tool.

Will be required to respond to emergency callouts to restore electrical service as needed, which may involve working in different adverse weather conditions to restore service.

#### Section 8.4

##### Maintenance Electrical Apprentice

An apprenticeship program may be designed and implemented by mutual Agreement.

### ARTICLE 9 Referral Procedure

#### Section 9.1

In the interest of maintaining an efficient system to provide for an orderly procedure of referral of applicants for employment, in preserving the legitimate interests of the employees in their employment status within the area and of eliminating discrimination in employment because of membership or non-membership in Local 1245, the parties hereto agree to the following system of referral of applicants for employment. In any event Company regular work crews shall have preference for any overtime work performed by Company.

#### Section 9.2

In the event that the regular Company crews cannot accommodate the work load, including through the utilization of overtime work, and additional electrical workers are needed to compliment Company regular crews, Local

1245 shall be the sole and exclusive sources of referral of electrical workers for employment. Electrical workers dispatched by Local 1245 shall be subject to the terms of the Local 1245's construction wages, benefits, and working conditions.

### Section 9.3

Company shall be free to recruit new employees for probationary periods of 90 days. If such workers pass the Maintenance test after the 90 day probationary period, such workers shall become regular employees of Company.

During the probationary period, with the exception of wages, including holidays and/or vacations earned, such employee shall be probationary.

## ARTICLE 10 Savings Clause

### Section 10.1

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with applicable laws.

### Section 10.2

Nothing in this Agreement is intended to require the violation of applicable State or Federal Laws by either Company or Local 1245.

## ARTICLE 11 Wages

### Section 11.1

Wage increases over the term of the contract shall be at the CPI rate approved in the Company contract for TAFB, and as of the date such increase takes effect. Such wage increases shall in no event be less than 2.5%. CLP shall provide Local 1245 with the CPI provisions of the contract between CLP and TAFB.

Wage increases shall be applicable to all classifications of Exhibit A effective June 1<sup>st</sup> of each year of this agreement, with the effective dates and amounts to be determined as referenced in Exhibit A.

Collective Bargaining Agreement

City Light & Power, Inc.

  
\_\_\_\_\_  
Thomas P. Simmons  
President

International Brotherhood of  
Electrical Workers, Local 1245

  
\_\_\_\_\_  
Tom Dalzell  
Business Manager

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**3/27/2018**  
  
Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement

EXHIBIT A  
WAGE EXHIBIT

	Wages and 401 (k) Effective June 1, 2017			
	Wage*	Standby Pay ****	****	401(k) 6%
Crew Supervisor	\$56.01**	\$1.80**	\$3.36	
Maintenance Electrical Worker	\$50.91	\$1.80	\$3.05	
General Maintenance Worker	\$36.20	\$1.80	\$2.17	
Maintenance Electrical*** Apprentice***				
	Increase %	2.5%		

\*Effective June 1, 2018 and June 1<sup>st</sup> of each subsequent year of this agreement general wage and Standby Pay increases shall be based on the CPI factors within the contract between CLP and TAFB, but in no event shall such annual general wage increases be less than two and one-half percent (2.5%). Effective June 1, 2017 increase of 2.5%.

\*\* Crew Supervisor rate shall be ten percent (10%) above the Maintenance Electrical Worker hourly wage rate.

\*\*\*In the event an apprenticeship is negotiated by CLP and Local 1245, wage progressions shall be included in Section 11.1.

\*\*\*\*Effective upon ratification and pursuant to Section 5.9, standby duty shall be compensated at \$1.80 per hour for each full hour of standby with the annual increase reflected in Exhibit A.