

**AGREEMENT**  
**BETWEEN**  
**MOUNTAIN F. ENTERPRISES, INC.**  
**AND**  
**LOCAL UNION 1245**  
**OF THE**  
**INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS, AFL-CIO**  
**FOR NON-ROUTINE TREE WORK**

**TERM: January 1, 2018 – December 31, 2020**

THIS AGREEMENT made and entered into this First (1st) day of January 1, 2018, by and between Mountain F. Enterprises, Inc., its successors or assigns, together with such other properties of a tree surgery character as may hereafter be acquired, doing tree surgery work in the areas of California serviced by Pacific Gas and Electric Company hereinafter referred to as the Company and Local Union No. 1245 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as Union.

WITNESSETH THAT:

WHEREAS, the parties hereto desire to cooperate in establishing fair and equitable wages, hours and working conditions for the employees hereafter designated, to facilitate the peaceful adjustment of differences that may from time to time arise between them and to promote harmony and efficiency to the end that Company, Union and other interested parties may benefit there from,

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

### **ARTICLE I Recognition**

- 1.1 For the purposes of collective bargaining with respect to rate of pay, wages, hours and other conditions of employment, the Company recognizes the Union as the exclusive representative of those categories of employees who are employed by the Company doing tree surgery for utilities in the areas of California serviced by Pacific Gas and Electric Company, the Sacramento Municipal Utility District, the City of Palo Alto, the City of Redding, and the City of Shasta Lake, Liberty Energy and in the areas of Nevada serviced by NV Energy.
- 1.2 Employees who are members of Union shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public.
- 1.3 During the term of this Agreement, Union shall not call upon or authorize employees individually or collectively to cease or abstain from the performance of their duties for Company, and Company shall not cause any lockout.
- 1.4 (a) It is the policy of the Company and Union not to discriminate against any employee because of race, creed, sex, color, national origin, or age.  
  
(b) Except as otherwise provided in the Agreement, the company has the sole and exclusive right to exercise all the rights and functions of management in the conduct of its business, including maintaining certain reasonable policies, determining the size of the work force and the discipline or discharge of employees for just cause.

### **ARTICLE II Union Security and Activity**

- 2.1 Any employee who is or who becomes a member of the Union shall, as a condition of employment, maintain his/her membership in Union in accordance with its Constitution and Bylaws. New employees hired after the effective date of this Agreement working on Company Utility Annual Contracts that require Company crews to work exclusively on Utility Line Clearing shall, as a

condition of employment, be required to become members of the Union on their thirty-first (31st) day after the beginning of their employment and shall be required to remain members during the term of this Agreement, provided the Company shall not be required to discharge any employee for non-membership in the Union due to reasons set forth in Items (A) and (B) of Paragraph 3, Section 8 of the Labor-Management Relations Act of 1947, amended. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Article.

- 2.2 Company shall deduct from their wages and pay over to the proper officers of Union the membership dues of the members of Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union.
- 2.3 Company shall not discriminate against any employee because of his/her membership in Union or his/her activity on behalf of Union.
- 2.4 The Business Manager of the Union and/or his/her representatives shall have access to the Company's properties during regular working hours for the purpose of transacting Union business. The Union shall furnish the Company with a list of such representatives who shall be furnished with proper identification. This privilege shall not be abused by the Union, nor shall the Union interfere with normal work of the Employer.
- 2.5 No employee covered by this Agreement shall be required, as a condition of employment, to pass through any primary picket line sanctioned by this Union; however, in the event of an emergency, the Union will assist the Company in seeking permission to pass through such picket line.
- 2.6 The Company agrees to advise all new employees of the existence of this Agreement. In addition, the Company will furnish the Union with the names and addresses of all new employees covered by this Agreement at the time of payment of membership dues each month.
- 2.7 Company shall provide all new employees with appropriate membership forms to be completed and signed by new employees and mailed to Union Headquarters on the first day of employment. All materials necessary to accomplish the above including postage shall be furnished to the Company by the Union.
- 2.8 Union will maintain a bulletin board at various assembly points within each District where permitted. Company and Union will share board space equally for posting of official and approved Company and Union business.

### **ARTICLE III Hours and Overtime**

- 3.1 A workweek is defined to consist of seven (7) consecutive calendar days, and a basic workweek is defined to consist of five (5) workdays of eight (8) hours each. The days in the basic workweek shall be known as workdays and the other days in the workweek shall be known as non-workdays.

The basic workweek shall be Monday 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 Saturday then becomes a workday in the basic workweek. Whenever practicable, the non-workday shall be on a Monday.

In general, the regular hours of work shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. provided, however, that the regular lunch period may be advanced or delayed one (1) hour or less when work must necessarily be performed during the regular lunch period or when the District Foreman or other Supervisor and the employees involved mutually establish a different lunch period. Such change in the lunch period shall not be deemed to require the payment of overtime. The workday shall extend 24 hours from starting time until the next regular workday starting time. (For instance, 8:00 a.m. Monday until 8:00 a.m. Tuesday.)

The regular hours of work may be changed by Company at the request or direction of public authorities or by agreement between Company and Union. Company shall not be required to pay overtime by reason of any such change.

- (a) In order to implement the four (4) day ten (10) hour work schedule, the following shall apply:
1. Employees shall vote to change to the 4 day, 10 hour a day work schedule by secret vote, within the affected headquarters or division, whichever is applicable. The Company shall inform employees of the starting date and estimated stop date of the 4 day 10 hour work schedule.
  2. It shall take a two-thirds (2/3) majority vote in order to implement the 10 hour schedule.
  3. The basic workweek while on the 10-hour schedule shall be either Monday through Thursday, or Tuesday Through Friday.
  4. The Company may designate a non-work day during the normal work week (M-F) as a mandatory pre-arranged overtime time day.
  5. While the Company shall not mandate employees to work Saturday or Sunday, employees may volunteer for pre-arranged overtime work on those days.
  6. When possible, the Company agrees to utilize an IBEW Local Union 1245 Shop Steward in the voting process.
  7. The Company agrees to send the Union copies of all employee-voting criteria by area and vote.
  8. With 15 days written notice, the Company or the Union may cancel the 4 day 10 hour work schedule, returning to the 5 day 8 hour work schedule.

- 3.2 Employees shall report for work at predetermined assembly points and shall return thereto at the conclusion of the day's work, and the time spent in traveling between such assembly points and the job site shall be considered as time worked.

- 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 in a scheduled workday, (c) time worked on a non-workday, (d) time worked outside of regular hours of work on a workday. 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 (1-1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday. Compensation shall be paid at two (2) times 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. Overtime shall be computed to the nearest quarter hour.

- 3.4 (a) Emergency Work. Employees who are required to report for emergency work on non-workdays, or outside of their regular hours of work on a scheduled workday or on holidays which they are entitled to have off, shall be paid overtime compensation for the actual work time and for travel time in connection therewith, but such travel time shall not exceed one-half (1/2) hour. If an employee who is called out for such work outside of his/her regular hours of work on a scheduled workday continues to work into or beyond his/her regular hours of work, he/she shall be paid overtime compensation for travel time from his/her home only.
- (b) Prearranged Overtime. When at the request of the Supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his/her regular work hours, he/she shall be paid overtime compensation for actual work time; (b) on non-workdays or on holidays, he/she shall be paid overtime compensation for actual work time. For the purpose of this section, prearranged work is deemed to be work for which advance notice has been given prior to the end of the employee's normal work hours on the preceding day.
- 3.5 Employees who report for work as provided for in Section 3.4(a) shall be paid a minimum of two (2) hours pay, including travel time at overtime rates. Employees who report for work as provided for under Section 3.4(b) shall be paid a minimum of two (2) hours pay at overtime rates even if work is cancelled for any reason. However, Company will not be required to pay overtime rate if the two (2) hour minimum goes into an employee's regular work hours on regular workdays.
- 3.6 Overtime compensation shall be paid at a rate of pay equivalent to one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours in any workday.
- 3.7 Company shall not require employees who have been required to work overtime to take equivalent time off during a workday.
- 3.8 Employees required to work eight (8) hours or more between their regular quitting hour and their regular starting hour during the basic workweek and elect not to work the next regular workday will be excused as work attendance under Section 12.4.
- 3.9 Equal Distribution of Overtime. Overtime work shall be distributed among employees in the same classification and in the same location as equal as is practical.

**ARTICLE IV**  
**Inclement Weather Practice**

- 4.1 Employees who report for work on a workday or for prearranged work on a non-workday and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than two (2) hours at the appropriate rate of pay. Employees receiving subsistence as provided for in Section 5.2 shall continue to receive such subsistence in addition to the amount provided for under this section.
- (a) The determination for not working on an inclement day shall not be at the discretion of a recipient of inclement pay. The employees shall work on such days, unless specifically notified otherwise by Company supervision.
- 4.2 Subject to the approval of the General Foreman or Supervisor, those employees who, due to inclement weather or other excused absences were prevented from working forty (40) straight-time hours in a given workweek shall be permitted to work on a non-workday within the same workweek the number of hours necessary to total forty (40) straight-time hours for the week, but not to exceed eight (8) hours.
- (a) It is intended that when such cases occur, employees who did lay-off from work because of inclement weather or other excused absences on a regular workday shall not be required to work on their next non-workday, but where agreement is reached between the General Foreman or Supervisor and the employee, the employee shall be allowed to do so.

**ARTICLE V**  
**Expenses**

- 5.1 If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on an eight hour workday or non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars (\$12.00) and time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate thereof.
- (a) If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on a workday or non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars (\$12.00) and time taken to consume it. Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate thereof. If the employee opts to not take the meal, the employee shall receive twelve dollars (\$12.00) and one-half (1/2) hour at the overtime rate in lieu of the meal.
- (b) Employees who work an agreed-to four ten-hour workdays (workweek) can be prearranged for a ten-hour workday without a meal payment.
- 5.2 Employees who are assigned to work over seventy-five (75) miles from 1851 Lotus Road or their assigned headquarters shall be allowed fifteen dollars (\$15.00) per day as subsistence allowed for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company.

(a) Temporary Work Locations: For employees assigned to a temporary work location or assembly point, the following sequence shall occur:

- (1) The most senior volunteers in appropriate classifications.
- (2) The least senior individuals in the appropriate classifications.

Individuals relocated to another temporary headquarters will not be moved again until all 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 15 days).

(b) Company shall provide sleeping rooms for employees assigned more than 75 miles from their regular headquarters.

- 5.3 In other emergency situations, the Company shall give at least forty-eight (48) hours notice to an employee who is to be sent out of town for temporary work as defined in Section 5.2, in order that the employee may have time to prepare for the trip.
- 5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience.
- 5.5 In no event shall Company lay-off a crew in one headquarters and add a new crew in another headquarters, in order to avoid payment of expense allowance as provided in Article V.

## **ARTICLE VI**

### **Seniority**

- 6.1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (a) an employee is discharged for cause, (b) an employee voluntarily terminates employment, (c) an employee has been laid off for more than twelve (12) consecutive months, or (d) an employee has violated the provisions of Article VII, Section 5.
- 6.2 Upon Union's request, the Company shall furnish the Union with a seniority list including wage rates and locations of all employees covered by this Agreement and shall keep the Union advised of all additions, deletions, or corrections at three-month intervals.
- 6.3 Seniority shall be used as the basis for determining such benefits as transfer rights, protection against demotion and layoff, Hospital and Life insurance, etc.
- 6.4 The continuity of an employee's service shall not be broken by absence for any of the following reasons, and his/her Company seniority shall accrue for the period of any such absence:
  - (a) Induction, enlistment, or active duty in the armed forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to reemployment.
  - (b) Absence on Union business not requiring a leave-of-absence.
  - (c) Absence by reason of industrial disability while working for Company.



(d) Authorized absence by reason of sick leave or absence without pay.

6.5 When the Company assumes a contract in an area where the work was formerly performed by another contractor signatory to IBEW Local 1245, the following applies:

(a) The Company will make a good faith effort to retain Union line clearance and vegetation control employees who formerly worked the area, unless the Company had terminated said employee "for cause" in prior employment. Such retention shall be by IBEW Local 1245 Union Seniority. Union will assist in this effort.

(b) Company agrees to honor former wage rates for incumbent Union members in all classifications.

(c) For purposes of determining vacation or PTO, the Company will interpret Union seniority as "length of service".

(d) For purposes of transfer demotion, promotion and layoff, Company seniority will be used.

(e) Company will observe Union seniority provision for impacted employees hired within six months following the assumption of the tree-trimming contract.

(f) For the purposes of health care benefits (as described in Article XVII, 17.5), the Company shall provide those employees retained subject to this Article with health care benefits the first day of the calendar month following the Company's assumption of the contract.

(g) Employees retained subject to this Article shall serve a three (3) month Article 14.1 probationary employment period.

## **ARTICLE VII**

### **Leaves-of-Absence**

7.1 A leave-of-absence shall be granted to an employee with six (6) months or more of continuous service for urgent reasons, provided adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. A leave will not be granted if the purpose for which it is requested may lead to the employee's resignation.

The Company shall grant a "Non-Industrial Leave-of-Absence" without pay to a regular employee for a period not more than four (4) consecutive months. Company may grant an additional "Leave-of-Absence" without pay to such employee, if personal circumstances and service to the Company warrant the granting thereof.

7.2 A leave shall commence on and include the first workday in which an employee is absent and terminate with and include the workday preceding the day he/she returned to work. The employee shall be restored to employment on the termination of his/her leave-of-absence. If during an employee's leave-of-absence a reduction in forces was necessary, the restoration of the employee to active employment would depend upon the application of Article X.

7.3 Company shall at request of Union grant a leave of absence without pay for three (3) years or less to an employee who is appointed or elected to any office or position in the Union and whose services



are required by the Union. The seniority of an employee who is granted a leave of absence under the provisions of this Section shall accrue during the period of such leave except for a period of thirty (30) days or less.

- 7.4 A leave of absence under the foregoing conditions shall be granted to employees who enter the armed forces of the United States provided, however, that any such leave of absence and the reinstatement of any such employee shall be subject to terms of any Act of Congress which provides for reemployment.
- 7.5 If an employee fails to return immediately on the expiration of his/her leave of absence, or if he/she accepts other employment while on leave, or if he/she makes application for unemployment benefits while on leave, he/she shall thereby forfeit the leave of absence and terminate his/her employment with the Company.
- 7.6 Any employee who is called upon to be absent from duty due to a death in his/her 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/her 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, current mother-in-law and current father-in-law. One (1) day's excused absence shall be allowed for the employees attendance of a funeral for a step father, step mother, step son and step daughter.
- 7.7 Except as otherwise provided herein, an employee's seniority shall not accrue while he/she is on leave without pay. However, an employee's status as a regular employee shall not be impaired by a leave of absence.

**ARTICLE VIII**  
**Wages**

8.1 (a) The wages to be paid employees of the Company covered by this Agreement shall be as follows:

		1/1/17	1/1/18	1/1/19	1/1/20
Wage increase		3.00%	3.00%	3.00%	3.00%
Classifications					
Working					
Foreman	STARTING	30.30	31.20	32.14	33.10
	TOP RATE	36.76	37.87	38.99	40.16
Climber	STARTING	26.76	27.56	28.39	29.24
	TOP RATE	31.16	32.09	33.05	34.05
Apprentice					
Climber	STARTING	19.22	19.80	20.39	21.00
	12 mo.	21.95	22.61	23.29	23.99
	24 MO.	24.71	25.45	26.21	27.00
Groundman	STARTING	17.15	17.66	18.19	18.74
	TOP RATE	19.97	20.57	21.19	21.82

(a) Twelve-month wage steps shall be granted when the employee has worked at least nineteen hundred (1900) hours and twelve (12) months since the last wage increase.

(b) After six months at the 24-month Apprentice Climber rate, the Apprentice Climber shall be promoted to the Climber classification and wage rate upon successfully passing all the requirements of the qualified Line Clearance Tree Trimmer of Company approved program.

(c) Master Foreman classification requirements:

- ISA certified Arborist
- Five years minimum experience as Foreman
- Safety acceptable
- Attendance good
- Training abilities
- Equipment care and knowledge
- CPR and First Aid
- 5% wage hike

**Patrolman**

Employees may file a request, in writing, for promotion to Patrolman. Seniority and experience will be given preference for a Patrolman classification. The employee shall accept the Patrolman classification at the same rate of pay that he/she is then receiving with progression raises, same as the other classification. He/she shall return to other duties as needed, on a temporary or permanent basis. In the event an employee is promoted to Patrolman and is not a qualified Line Clearance Tree

Trimmer at that time, and returns to a crew, he/she shall enter the training program at the level he/she was promoted from with no reduction in wages.

#### Groundman

An employee, under the supervision of Working Foreman, who is engaged in repetitive, unskilled work such as brushing, raking, digging, loading brush and clearing rights of way. May use power saws and feed chippers.

- 8.2 An employee shall be paid at the wage established for his/her classification. When an employee is temporarily assigned to work in a classification higher than his/her regular classification, he/she shall be paid at the rate established for such classification for each hour worked, provided that such time worked is not less than two (2) hours during the day. All hours worked at a higher rate of pay will apply towards his/her placement when he/she promotes to the next higher classification.
- 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.

If reports are received by Monday, all direct deposits will be placed electronically to the employee's bank no later than Thursday (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). Both payment methods are designed for a Friday payday.

For employees that choose direct deposit, their pay stub will be mailed or delivered within seven calendar days from the date of direct deposit.

- 8.4 When Climbers are hired, due consideration shall be given their previous experience on work similar to that covered by this Agreement and they shall be credited for the equivalent value of such experience in the Climber's wage schedule, as determined by the Company.
- 8.5 Company expects in each step of the apprenticeship, that an employee perform the 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 apprentice step. The employee shall be advanced in the apprenticeship, once the employee has successfully completed all associated requirements (time-in-position, performance, driving and testing). Any hold on an apprentice's progression will be subject to review and possible modification by the Joint Apprenticeship Committee. (JAC will consist of equal numbers of Company and Union representatives).

## **ARTICLE IX**

### **Promotion and Transfer**

- 9.1 Employees may file requests, in writing, for promotion to any classification or for a transfer to a new location in their present classification with the office of the Company. For other than temporary vacancies, whenever a vacancy occurs, the Company will, before filling such vacancy, give first consideration to such requests and qualifications being sufficient, shall 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 and qualifications. In order to determine the relative seniority of persons filing applications on a vacancy or to determine its validity on a particular vacancy, it is agreed that Company shall only consider those applications on file at the time the vacancy occurs. Should there be no application from a qualified employee on file at the time of a vacancy, the Company may fill the vacancy as provided in Section 9.3.

- 9.2 Requests for promotion or transfer shall expire at the end of six (6) months from the time of receipt by Company unless the Company has within the six-month period received a request for extension. If such request for promotion and transfer is offered and the employee refuses, the request becomes null and void and he/she shall resubmit his/her request.
- 9.3 Company may either promote a lower classification or transfer an employee in the same classification if a job is not filled under Section 9.1. It is intended that in any such case whenever the application of Section 9.3 creates a change in headquarters, which would require an employee to change his/her residence, the Company shall pay for the moving expenses involved.
- 9.4 Whenever a temporary vacancy occurs in any job classification, the Company may fill it by appointment. If practicable, the Company shall fill such vacancy with the senior employee in the next lower classification within his/her District. Temporary vacancies shall be those vacancies caused by the absence of an employee due to industrial injury, leave of absence, vacation or sick leave and additional jobs which Company contemplates will be of ninety (90) days' duration or less.
- 9.5 Whenever a job vacancy occurs in any classification that the Company intends to fill on a permanent basis, the position will be filled in accordance with Section 9.1 and 9.1(a) within 30 days.

## **ARTICLE X Demotion and Layoff**

- 10.1 In the event reduction of forces or permanent curtailment of operations shall occur, employees shall be laid off in the reverse order of their seniority in the area which they are working at the time of reduction. The application of the Section to an employee working temporarily in an area shall apply only to the extent that it affects him/her in his/her regular area.
- 10.2 An employee who has six (6) months or more of continuous Company service and whose job is being eliminated may request to displace an employee with less seniority than his/her own in the following sequence:
- (a) the employee in the same classification in the District who has the least seniority;
  - (b) the employee in the lower classification in the District who has the least seniority;
  - (c) no employee may displace another employee who has greater Company seniority than his/her own.
- 10.3 If Company cannot effect a displacement in accordance with Section 10.2 or if an employee requests not to take a demotion as provided in Section 10.2(b), an employee who has one (1) year or more continuous service with the Company may elect to displace an employee with less seniority than his/her own in the following sequence:

- (a) the employee in the same classification in the area who has the least seniority;
  - (b) no employee may displace another employee who has greater seniority than his/her own.
- 10.4 Company shall give employees whose jobs are to be eliminated as much notice as possible. Employees desiring to exercise the provisions of Section 10.2 or 10.3 shall give the Company notice of at least five (5) workdays.
- 10.5 If in the application of the provisions of this Article an employee in a classification which, in the normal line of progression, is higher than an Apprentice classification can effect displacement in such classification, the former shall not take such Apprentice classification but shall be given the rate of the classification next higher thereto.

**ARTICLE XI**  
**Non-Workdays**

- 11.1.1 Employees will regard the following six (6) days as non-workdays in the basic workweek: New Year's Day, Memorial day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Non-workdays falling on Saturday will be observed on Friday. Non- workdays falling on Sunday will be observed on Monday.
- 11.2 Employees required to work on non-workdays above will be entitled to compensation at one and one-half (1-1/2) times their straight-time pay.

## **ARTICLE XII**

### **Paid Days Off**

- 12.1 Employees covered by this Agreement shall be entitled to paid days off as follows:
- (a) First year, up to fifth (11) days. An employee will be credited with seven and one-third ( $7\frac{1}{3}$ ) hours per month of every month of attendance as per Section 12.4 except that he/she may not take any credited time during probationary employment and will only be allowed a maximum of one-half ( $\frac{1}{2}$ ) his/her credit up to one (1) year.
  - (b) Fifth year and thereafter, (20) days. An employee will be credited with thirteen and one-third ( $13\frac{1}{3}$ ) hours per month for every month of attendance as per Section 12.4.
- 12.2 Employees will be permitted their choice of paid days off for any reason (personal, vacation, holidays, non-workdays, etc.) on a seniority basis. If it can be done without interfering with the work in progress, except as provided in Section 12.1(a) and provided they are arranged for in advance. No partial days will be allowed.
- 12.3 Employees who have reached one (1) year or more seniority may cash in at any time any P.T.O. credits they have accrued over five (5) days. An employee may defer their P.T.O. from one (1) year and add it to their second year. No employee shall be permitted to accrue more than two (2) years P.T.O. at any one time. Upon voluntary termination of employment, an employee will be paid for all unused P.T.O. credits accrued to the end of the last full month worked.
- 12.4 Work attendance requirement is defined as an employee working every day the employee is scheduled to work in the basic workweek. The only exception to the five (5) day basic workweek will be: Paid days off, leaves of less than one (1) week arranged for a week in advance, lost time of less than a week for the Company's convenience, or sick time with a doctor's certificate which can and is taken as paid time-off if the employee has credit. If an employee who is out of P.T.O. and has a verifiable Doctors excuse becomes ill (not to exceed thirty (30) days) he/she will not lose his/her paid time off for that one illness period. Only one (1) month of P.T.O. can be earned even if the illness extends into the second month. This is only allowed one time in a calendar year.
- 12.5 All used and unused Paid Time-Off information will be recorded on an employee's weekly check. The amount shown will be approximate. For the current amount, employees should contact their Supervisor.
- 12.6 An employee after completion of one (1) year of continuous service with no accidents or unexcused absences in three (3) months prior will not be required to bring a doctor's note in order to use P.T.O. for that day absent.

The employee must have the necessary amount of P.T.O. in reserve, give at least one (1) hour notice of his/her absence and have a current First Aid and CPR Certificate.

The use of P.T.O. can only be used once during the defined three (3) month period.

The defined three (3) month period will be based on a standard calendar plan, that is January through March, April through June, July through September, and October through December.

When an employee completes one (1) year of employment and satisfies the above requirements, he/she will be eligible for this benefit when the next defined three (3) month period begins.

- 12.7 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 (90<sup>th</sup>) day of employment.

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.

- 12.8 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.

### **ARTICLE XIII**

#### **Safety**

- 13.1 Company shall make reasonable provisions for the safety of employees in the performance of their work. Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.
- 13.2 Company reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules. A copy of the rules will be furnished the Union. Union will designate one man to work with Company's Safety Committee on an advisory basis.
- 13.3 Union may submit suggestions to Company concerning the revision and enforcement of safety rules.
- 13.4 The Electrical Safety Orders of the state where employed shall apply when employees are working in proximity of energized conductors.
- 13.5 In no event shall there be less than two Climbers, one of which may be the Foreman, on each climbing crew.
- 13.6 The Company shall report to the Union any industrial injury which has been reported to Company. Said notice shall be furnished to the Union at the same time the Company reports the injury to its Workmen's Compensation insurance carrier. In the event that the Company is self-insured for purposes of Workmen's Compensation, then such notice shall be given to the Union within five (5) days after the injury has been reported to the Company.
- 13.7 Employees will be trained First Aid and CPR during working hours. Employees will be required to obtain and maintain a current card or certificate of completion of First Aid and CPR training. Company will pay wages for employee time spent in training and the materials involved in the First Aid and CPR training, upon an employee's proof of completion and receipt for materials purchased by the employee. Company and Union will cooperate in assisting employees in this program.

**ARTICLE XIV**  
**Miscellaneous**

14.1 The first six (6) months of employment of a new employee shall be considered as a probationary period. Any employee entering the Apprentice Climber classification with one (1) year or less of seniority, shall start over on a new six (6) month probationary period. During the probationary period, Company may demote, lay off, discipline or terminate the probationary employee for any reason, with or without cause; provided, however, the employee is not discriminated against for any reason made unlawful by Federal, State or Local law or ordinance.

14.2 Employees shall report for work dressed in suitable attire to perform their duties and shall be neat and clean in appearance.

14.3 The Company shall furnish all necessary tools and equipment. Employees will be responsible for the tools and equipment issued to them providing the Company provides a safe place for storage.

Employees may be required to pay for tools lost or damaged due to gross negligence.

14.4 Whenever two regular Foremen are assigned to one truck, the Junior Foreman in seniority at that assembly point shall be assigned and receive Top Climber wages for the time worked.

Whenever two regular Foremen are assigned to a three-man crew, the Junior Foreman in seniority will have the option to take PTO in lieu of demotion to Top Climber.

14.5 If an employee's health or physical ability becomes impaired to the extent that he/she cannot perform the work of his/her classification, Company shall make every effort to provide such employee light work within his/her ability to perform for which he/she shall be compensated at the rate of pay established for such work.

14.6 (a) During declared emergencies, outside crews may be brought onto the PG&E property for a period not to exceed 90 consecutive calendar days. Non-union import crews are subject to the terms of the Agreement. Company will provide a list of these temporary employees every 15 days during declared emergencies.

Incumbent Union crews have rights to optimal overtime during this period.

(1) In no event shall subcontracting extend beyond ninety (90) days without written agreement of the Union.

(2) Incumbent Union crews have rights to optimum overtime during this period.

(3) In no event shall subcontracting take place in a bid area recently assumed by the Company until all of those employees of the former contractor (who have passed pre-employment testing) have been offered work subject to Article VI, 6.5 of this Agreement.

(4) In no event shall the subcontracting of line clearance work lead to the part timing of, or the loss of full time employment or classification status for incumbent Union crews.

(5) In no event shall the Company subcontract while simultaneously laying off incumbent Union employees subject Article 10.

- (6) The Company shall notify the Union as soon as possible of any subcontracting prior to the start of said work. The Company agrees to supply a list of subcontracting employees by region, at the Union's request.

#### 14.7 **Labor-Management Meetings**

Semi-annual joint labor-management meetings shall be regularly scheduled for the purposes of improving communications and promoting harmony and cooperation between Company and Union through discussions of matters of mutual interest and concern.

The meetings will be scheduled for the fourth Wednesday of April and October, except that such meetings and/or additional meetings may be rescheduled or cancelled by mutual agreement.

- 14.8 An employee must maintain a valid driver's license. If an employee should have their driver's license revoked or suspended for any reason whatsoever, they are required to notify the Company immediately. Thirty (30) days will be granted by the Company to reinstate the driver's license, except where the possession of the driver's license directly affects the job, in which case, an employee may be transferred or demoted, as Company deems necessary. The Company will supply a truck (if needed and arranged for) for Department of Motor Vehicles testing.

### **ARTICLE XV Grievance Procedure**

- 15.1 Any grievance which may arise between Union or any of its members and Company with respect to the interpretation or application of any of the terms of this Agreement and with respect to such matters as the alleged discriminatory or arbitrary discharge or discipline of an individual employee, shall be determined by the procedure set forth in the following sections.
- 15.2 As the initial step in the adjustment of a grievance, it shall be presented to the District Foreman by the Union Shop Steward or in the absence of a Shop Steward, by an authorized Union Representative (not later than thirty (30) calendar days after the date of the action complained of, or the date the employee became aware of the incident which is the basis for the grievance). The District Foreman shall make his/her reply within seven (7) calendar days to the authorized person presenting the grievance. The District Foreman and the Shop Steward or 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.
- 15.3 If a grievance is not settled satisfactorily under Section 15.2, it shall be presented in writing by the Union to the Area Supervisor within fifteen (15) calendar days, following receipt of the District 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 remedy or correction which is desired.

The Area Supervisor shall reply in writing within fifteen (15) calendar days after the receipt setting forth the Company's position on the grievance. The Area 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.

- 15.4 If a satisfactory settlement cannot be reached under Section 15.3, it shall be referred to the two-man Review Committee, such committee to be composed of a Union Representative who was not involved in any of the preceding discussions, and an officer of the Company. The Review Committee shall meet within thirty (30) working days after the date the case is referred to the Committee and shall endeavor to make a decision based upon the record referred to it. It may, at its discretion, return the grievance to the Area Supervisor and the Business Representative with a request for further investigation and consideration by them. It may, at its discretion conduct a hearing on any grievance submitted to it. The Review Committee shall be authorized to make a decision which shall be final and binding on Company and Union. If the Review Committee agrees on the disposition of a grievance, a statement to that effect shall be signed by both Review Committee members.
- 15.5 If no satisfactory settlement is arrived at under Section 15.4, either party may within twenty-one (21) calendar days, request that the grievance be referred to arbitration.
- 15.6 In the event the grievance involves an employee's qualifications for promotion or transfer or involves an employee's discharge or discipline, the Union must act under Section 15.3 within ten (10) calendar days and the Area Supervisor must reply within ten (10) calendar days.
- 15.7 An Arbitration Board shall be appointed on each occasion that a grievance is submitted to arbitration. The Board shall be composed of three members, one to be appointed by Union, one to be appointed by the Company. At the earliest convenience of the representatives after their appointment, they shall meet for the purpose of selecting the third member who will serve as Chairman of the Board. In the event the parties are unable to agree on a person to act as a third member (within five (5) working days), they shall jointly request the Director of Federal Mediation and Conciliation Service to submit a list of five persons qualified to act as a third member.

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

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

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

## ARTICLE XVI

## **Jury Duty**

- 16.1 Any employee who may be called for jury duty shall be permitted to be absent with pay for a maximum up to two (2) weeks in any twelve (12) month period.
- 16.2 When an employee is called for jury duty, the Company will pay the difference between the jury fees and the regular scheduled straight-time pay for the maximum two (2) weeks.

## **ARTICLE XVII Term of Agreement**

- 17.1 This Agreement having taken effect as of January 1, 2018, and having thereafter been amended from time to time, shall continue in effect as further amended herein for the term of January 01, 2018 to and including December 31, 2020 and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other party sixty (60) days prior to the then current term.
- 17.2 If either party desires to amend this Agreement, it shall give notice thereof to the other party sixty (60) days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Section 17.1.
- (a) Notwithstanding the provisions of Section 17.1, either party may forthwith terminate this Agreement in the event that the other breaches its obligations as set forth in Section 1.3 hereof.
- 17.3 Company agrees to provide all non-probationary employees the HMO Medical Benefit as described in Exhibit A. Premiums will be paid by Company.

### Employee Savings Plan

Edward Jones Simple Retirement Plan (or its equivalent):

For all employees with two (2) years of service or more, Company matches 100% of employee contributions up to a maximum of 3%.

- (a) The Company shall pay health and welfare benefits premiums for employees on approved Family Medical Leave for the duration of the leave, up to three months.
- (b) If an employee is absent by reason of temporary industrial disability, the Company shall pay employee health and welfare premiums for up to a maximum of 18 months. Temporary industrial disability means an industrial disability that is not yet rated "permanent and stationary".
- 17.4 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.

AGREEMENT BETWEEN MOUNTAIN F. ENTERPRISES, INC.  
AND  
LOCAL UNION 1245 OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO  
JANUARY 01, 2018 –DECEMBER 31, 2020

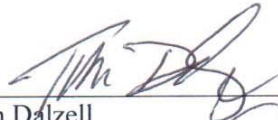
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written, acting by and through their duly authorized officers.

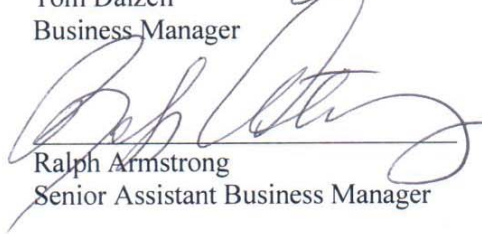
MOUNTAIN F. ENTERPRISES, INC

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

By **Marcos Gomez**  
Marcos Gomez  
President

Digitally signed by Marcos Gomez  
DN: cn=Marcos Gomez, o, ou,  
email=mar15@mtfent.com, c=US  
Date: 2018.08.29 13:20:59 -07'00'

By   
Tom Dalzell  
Business Manager

By   
Ralph Armstrong  
Senior Assistant Business Manager

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.

**December 12, 2018**

Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement