

**AGREEMENT**  
**BETWEEN**  
**FRANKLIN ENERGY DEMAND RESPONSE**  
**AND**  
**LOCAL UNION 1245**  
**INTERNATIONAL BROTHERHOOD OF**  
**ELECTRICAL WORKERS, AFL-CIO**

**January 1, 2022 through December 31, 2023**

## **AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of **January** 2022, between Franklin Energy dba. Franklin Energy Demand Response and its successors, hereinafter called the Employer or Franklin Energy Demand Response, and the International Brotherhood of Electrical Workers Local Union No. 1245, hereinafter called the Union and is applicable for all contracted work for the PG&E AC Cycling Project.

This Agreement shall continue in effect until **December 31, 2023**, or until terminated by mutual agreement between the above parties.

### **ARTICLE I – RECOGNITION**

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all of the Employer's Field Technicians and Warehouse Technicians, hereinafter called the Employees, working in all places where work is being performed or is to be performed by the Employer or by a person, firm, or corporation owned or financially controlled by the Employer, excluding all, professional employees, supervisors, full-time trainers, guards and all other management employees as defined in the National Labor Relations Act (NLRA).

### **ARTICLE II – SCOPE OF WORK**

- 2.1 This Agreement covers the field installation and testing of AC cycling devices and programmable thermostats.
- 2.2 Non-union supervisors and other employees outside of the bargaining unit shall not be assigned or permitted to perform any of the work covered by this Agreement. The Employer will not sublet, assign, or transfer any of the work covered by or associated with this Agreement to any person, firm, or corporation that does not recognize IBEW Local 1245 as the collective bargaining agent for its Employees.
- 2.3 The Employer recognizes that the trade jurisdiction of the Union and the territorial jurisdiction of IBEW Local Unions are not subject to

negotiations, but rather are determined solely within the Union by the International President and, therefore, agrees to be bound by such determination.

- 2.4 A Field Technician may work alone on any job for which the Employer has trained the Employee.

### **ARTICLE III – UNION SECURITY**

- 3.1 On the 31<sup>st</sup> day following the effective date of this Agreement or on the 31<sup>st</sup> day following the beginning of employment with the Employer, whichever is later, membership in the Union shall be required by each Employee in the bargaining unit as a condition of employment subject to the provisions of Section 8(a)(3) of the Labor-Management Relations Act, 1947, as amended.
- 3.2 For the first ninety (90) days of employment, all new Field Technicians shall be on probation. If, during this probationary period, the Employer believes a probationary Employee is not qualified for the position to be filled, the Employer may terminate the employment of the Employee and this termination shall not be grievable. During the probationary period of employment, the probationary Employee shall work under the terms and conditions and receive not less than the minimum rate of pay established in this Agreement.
- 3.3 All applicants for employment shall be processed through the Union hiring hall. The employer shall have the right to reject any applicant for employment.
- 3.4 The Employer will deduct from the wages of the Employees such fees and dues as required, complying with Section 3.1. The Employer shall receive from each Employee on whose account such deductions are to be made, an individually signed check-off authorization card which shall be irrevocable for successive periods of one (1) year or successive terms of this Agreement, provided they are revoked within the specified period set forth on the check-off authorization card.
- 3.5 The form of check-off authorization card is attached hereto as “Exhibit A,” and by reference, is made a part of the Agreement. Such deductions, as referred to in Section 3.3, shall be made from the wages paid and shall be remitted within fifteen (15) days following the month in

which deductions were made to the Financial Secretary of the appropriate Local Union.

## **ARTICLE IV – NO STRIKE – NO LOCKOUT**

4.1 There will be no strike, refusal to work, slow-down, sit-down, picketing or boycott by the Union during the term of this Agreement. There will be no lockout on the part of the Employer during the term of this Agreement.

## **ARTICLE V –WAGE RATES AND PAYMENT**

5.1 No less than the wage rates in Appendix A shall apply for work performed under this Agreement in the PG&E Divisions identified therein. The rates in Appendix A are valid for Years 2022 and 2023.

5.2 Wages shall be paid bi-weekly. The Employer will pay the worker at the job site during regular working.

5.3 Employees may voluntarily allow for direct electronic deposit of wages on a bi-weekly basis to a financial institution of the Employee's choice. This manner of payment, once adopted, may not be changed except upon fourteen (14) days' advance written notification between the Employee and Employer, with notification copied to the Union.

5.4 Payment of terminated Employees shall be as follows:

5.4.1 When an Employee quits, the Employer must issue payment of all wages owed within seventy-two (72) hours of such quit.

5.4.2 When an Employee is fired, the Employer must issue payment of all wages owed within twenty-four (24) hours of such termination.

5.4.3 When an Employee is laid-off:

A. If laid off during a normal workday, the Employer must pay the Employee, before the normal quitting time on the day of the layoff, all wages that are owed to such Employee.

B. If laid off on Saturday, Sunday or a holiday (when the Employer's office is closed):

- (1) All wages owed to the Employee must be paid by the following regular workday.
- (2) If agreed to by the Employee, the Employer may mail the check for the wages owed to the Employee by certified letter, return receipt requested, and postmarked no later than the next regular work day following such lay-off.
- (3) The Employee may report to the job site or the Employer's place of business the following work day to receive the wages owed at a designated time with no show-up time owed to the Employee.

5.5 If any Employee is not paid according to the time period established in Article V, the Employer shall owe the Employee four (4) hours' pay for each twenty-four (24) hour period that the Employee must wait to receive his wages due.

## **ARTICLE VI – HOURS AND OVERTIME**

6.1 Eight (8) consecutive hours shall constitute a workday, between the hours of 7:00 am and 8:30 pm, with an unpaid thirty (30) minute lunch break. Five (5) consecutive days, Monday through Saturday, consisting of forty (40) hours, shall constitute the normal workweek. Nothing in this Section guarantees that forty (40) hours of work each week will be available to all Employees.

6.2 In the event Employees are unable to work due to inclement weather conditions, holiday observance, or other circumstances beyond the control of the Employer, Saturday may be used as a make-up day at the straight time hourly rate if time lost of five (5) hours or more was incurred.

6.3 In the event Saturday qualifies as a make-up day, the parties hereby agree that such make-up day will be scheduled and the Employer agrees

to schedule work to fulfill at least the lost time resulting from any of the acts specified in Section 6.2.

- 6.4 Employees will not be disciplined for refusing to work any designated make-up day.
- 6.5 If 75% of the employees in a headquarters elect, the Employer may institute a workweek consisting of four (4) consecutive ten (10) hourdays, Monday through Saturday, with an unpaid thirty (30) minute lunch break. In the event Employees are unable to work due to inclement weather conditions, holiday observance, or other circumstances beyond the control of the Employer, (a) make-up day(s) may be schedule on Friday and/or Saturday at the straight time hourly rate, if time lost of five (5) hours or more was incurred.
- 6.6 Consistent with efficient operations, the Employer will make reasonable effort to distribute overtime equitable among the Employees. There shall be no provision to take time off in lieu of overtime pay. All overtime and premium time shall be paid for as follows:
  - 6.6.1 After either eight (8) or ten (10) hours in a workday, or forty (40) hours in a normally scheduled workweek, overtime shall be paid at the rate of one and one-half time (1½) the regular rate of pay, except for Sundays and holidays, which shall be paid at double the straight time hourly rate of pay, and make-up days paid at the straight time hourly rate up to the forty (40) hour workweek.
- 6.7 There shall be no pyramiding of overtime rates and double the straight time hourly rate shall be the maximum overtime multiple for any hours worked.
- 6.8 The Employee's day shall start at an installation site and end at an installation site, provided the Employer supplies a take-home vehicle for the employee's work use. Employees shall be at their first installation site, ready to go to work, at the start of their shift.
- 6.9 If the Employees report to work and are not put to work, they shall be paid for all time they are directed to remain available for work and shall be compensated a minimum of two (2) hours' pay at the appropriate rate for that day. Once the Employees start to work, they shall be

compensated a minimum of four (4) hours' pay at the appropriate rate for that day.

- 6.10 An Employee reporting late for work shall be docked in one quarter (0.25) hour segments. An Employee working overtime shall be paid in one-quarter (0.25) hour segments.

## **ARTICLE VII – HOLIDAYS**

- 7.1 All employees shall be entitled to holidays as set forth in the Employer's Paid Time Off Plan, attached hereto as Appendix B.
- 7.2 The Employees shall be paid eight (8) hours their normal straight time hourly wage rate for each of the holidays listed in the Paid Time Off Plan. Should it become necessary to work on the days on which the foregoing holidays are observed, in addition to the eight (8) hours of holiday pay, all work performed during the period beginning at 12:00 am on the morning of the holiday and ending at 11:59 pm shall be paid for at the double time rate.

## **ARTICLE VIII – VACATION, PERSONAL LEAVE, BEREAVEMENT LEAVE, and JURY/MILITARY DUTY**

- 8.1 All employees shall receive vacation leave, personal leave, bereavement leave, and jury/military duty leave as set forth in the Employer's Paid Time Off Plan, attached hereto as Appendix B.

## **ARTICLE IX – HEALTH AND WELFARE INSURANCE**

- 9.1 The Employer shall pay the full premium for the Employer Sponsored Medical Plan for employee, spouse, and children as described in the Employer's Benefits Awareness Information Package, attached hereto as Appendix C. Employees desiring vision coverage or dental coverage may elect such coverage with the employee responsible for 100% of the premiums.
- 9.2 The Employer shall provide Group Term Life Coverage, Short Term Disability Coverage, Long Term Disability Coverage, Voluntary Term Life

Coverage, and the 401K Retirement Plan under the terms and conditions set forth in the Employer's Benefits Awareness Information Package, attached hereto as Appendix C.

## **ARTICLE X – GRIEVANCE PROCEDURE**

10.1 In the event of a grievance, dispute, or difference between any Employee, and/or the Union, with the Employer in respect to the interpretation or application of this Agreement, said grievance shall be reduced to writing and processed in accordance with the following steps of this Grievance Procedure.

STEP ONE: The grievance shall be reduced to writing and the Employee and the Shop Steward, provided one has been designated, shall discuss the grievance, in writing, within ten (10) working days after the meeting between the Employee, Shop Steward, and immediate supervisor. If the grievance is not settled at this time, it shall be submitted to STEP TWO with ten (10) working days after the receipt of the Employer's written answer to STEP ONE.

STEP TWO: The designated Employer representative and the Local Union representative shall meet and attempt to settle the grievance within ten (10) working days of the time the grievance was submitted to STEP TWO. The Employer shall answer the grievance, in writing, within ten (10) working days of the STEP TWO meeting. If the grievance is not settled at this time, it shall be submitted to STEP THREE within ten (10) working days after the receipt of the Employer's STEP TWO answer.

STEP THREE: Any grievance not satisfactorily disposed of in accordance with the preceding steps of this Grievance Procedure may be submitted to arbitration at the request of either party. The party requesting arbitration shall notify the opposing party, in writing, of its intent within five (5) working days after the receipt of the Employer's STEP TWO answer. Such arbitration shall be held in accordance with the following procedure:

- A. Any matter that is not adjusted satisfactorily by the Employer and the Local Union shall be submitted to arbitration. The party requesting arbitration shall notify the Federal Mediation and Conciliation Service (FMCS) that a dispute exists and request



FMCS to submit a panel of seven (7) arbitrators. Each party shall, alternately, strike one name until only one name remains who will be designated as the Arbitrator for the dispute.

B. The authority of the Arbitrator shall be limited to determining questions involving the interpretation and application of the terms of this Agreement. The decision of the Arbitrator shall be final and binding on all parties.

C. The fees and all expenses of the Arbitrator shall be borne by the losing party.

10.2 All grievances shall be presented as soon as possible after the occurrence upon which it is based but, in no event, later than five (5) working days if it is a dismissal grievance or no later than fifteen (15) working days if the grievance arises from any other cause. The failure to submit a grievance within these time periods shall constitute a bar to further action thereon.

10.3 The time limitations, in any step of the Grievance Procedure, can be waived by mutual consent. Such waivers shall be in writing.

## **ARTICLE XI – MANAGEMENT RIGHTS'**

11.1 The rights of management in the operation of its business are reserved and vested in the Employer, including the right to hire, promote, demote, transfer, suspend or discharge for just cause, and to relieve Employees from duty because of absence of work or for other legitimate reasons, and provided further that the Employer shall not unjustly discriminate against any Employee. The Union understands the Employer is responsible to perform the work required by the owner. The Employer is responsible for planning, directing, and controlling the operation of all of its work, in deciding the number and kind of Employees to properly perform the work, in hiring and laying off Employees, in transferring Employees from job to job, and requiring all Employees to observe all safety regulations.

11.2 The Employer shall have the right to obtain both pre-hire and post-hire background and motor vehicle checks and to require both pre-hire and

post-hire (suspicion or post-accident) drug tests for all Employees covered by this Agreement. All such tests and/or checks shall be paid by the Employer.

- 11.3 Franklin Energy Demand Response agrees to take seniority into account in the event that a layoff is necessary. However, seniority will not be the only deciding factor. Work load, performance and geography must be taken into consideration.

## **ARTICLE XII – WORKING CONDITIONS**

- 12.1 All specialized tools shall be furnished by the Employer. Employees shall be required to provide the tools identified in the Employer's Employee Handbook, Tool List. Employees shall be responsible for the replacement of tools lost or broken through negligence.
- 12.2 Having a vehicle and valid driver's license shall be a condition of employment. Employees must notify the Employer immediately upon suspension of their driver's license. Failure to do so shall constitute grounds for immediate dismissal.
- 12.3 All required uniforms shall be furnished by the Employer.
- 12.4 All required training shall be provided by the Employer and shall be conducted on Employer time.
- 12.5 Employees will be required to maintain acceptable standards for their personal appearance in both the shop and the field with respect to their clothing and grooming. Hair, mustaches, and beards must be neatly kept and trimmed.
- 12.6 No traveling time shall be paid before or after working hours for traveling to or from the installation sites.

## **ARTICLE XIII – SAFETY**

- 13.1 It is the Employer's responsibility to insure the safety of its Employees and their compliance with safety rules and standards.

13.2 When Employees are riding in Employer vehicles, there must be a seat belt for each rider.

#### **ARTICLE XIV – FAVORED NATIONS**

14.1 The Union agrees that if, during the life of this Agreement, it grants to any other Employer on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concession.

#### **ARTICLE XV – INTENTIONALLY BLANK**

#### **ARTICLE XVI – INTENTIONALLY BLANK**

#### **ARTICLE XVII – SEPARABILITY**

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

#### **ARTICLE XVIII – TERM**

18.1 This Agreement shall take effect **January 1, 2022**, and remain in effect until **December 31, 2023**, or by mutual consent of the parties.

18.2 Either party desiring to change this Agreement must notify the other, in writing, at least sixty (60) days prior to expiration of the agreement.

18.3 Changes can be made at any time by mutual consent. Any changes agreed upon shall be reduced to writing and signed by both parties hereto.

**SIGNED FOR THE UNION:**



Robert L. Dean, Jr.  
Business Manager

**SIGNED FOR THE EMPLOYER:**



Colin Owyang  
General Counsel & Head of Strategy



**EXHIBIT A**  
**DUES CHECK-OFF AUTHORIZATION FORM**

(This form is to be completed and returned to the Employer no later than thirty-one (31) days from the Employee's date of hire.)

I hereby assign to Local Union No. 1245, International Brotherhood of Electrical Workers (IBEW), from my wages earned or to be earned by me as your Employee (in my present or in any future employment by you), such sum as may be established from time to time as Union Dues by Local Union No. 1245 in accordance with the Constitution of the IBEW and the Local Union By-Laws. I authorize and direct Franklin Energy Demand Response to deduct such amount from my wages and remit such withholdings within fifteen (15) days following the month in which deductions were made to the Financial Secretary of the appropriate Local Union. It will be the Employee's responsibility to pay any other dues required by the Local Union that are not considered deductible by the Employer.

The assignment, authorization, and direction shall be irrevocable from the period of one (1) year from the date of delivery hereof to you, or until the termination of the Collective Bargaining Agreement between Franklin Energy Demand Response and Local Union No. 1245, IBEW which is in force at the time of delivery of this authorization, whichever occurs sooner.

This authorization is made pursuant to the provision of Section 309(c) of the Labor-Management Relations Act of 1947 and otherwise.

SIGNATURE OF EMPLOYEE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

EMPLOYEE'S ADDRESS: \_\_\_\_\_

DATE OF SIGNING: \_\_\_\_\_

DATE OF DELIVERY TO EMPLOYER: \_\_\_\_\_

**APPENDIX A**

	<b>1/1/2022</b>	<b>1/1/2023</b>
Classification	Wages	Wages
	<b>3%</b>	<b>3%</b>
Field Technician	\$39.30	\$40.48
Warehouse Technician	\$27.32	\$28.14

NOTE: These wages are applicable only to work performed in PG&E's Fresno, Kern, Los Padre, North Coast, North Valley, Sacramento, Sierra, Stockton, and Yosemite Divisions.