

AGREEMENT

By and Between

PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE

and

Local Union 1245 of the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,

AFL-CIO

July 1, 2009 – June 30, 2011

Effective July 1, 2009 to June 30, 2011
PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE
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**Effective July 1, 2009 to June 30, 2011
A G R E E M E N T**

THIS AGREEMENT, originally made and entered into the 26th day of June, 1964 and having been amended this 1st day of July, 2009 by and between Plumas-Sierra Rural Electric Cooperative, its successors or assigns, together with such other properties of a public utility character as may hereafter be acquired, hereinafter call Cooperative, and Local Union 1245 of the International Brotherhood of Electrical Workers, affiliated with the American Federation of Labor-Congress of Industrial Organizations, hereinafter called Union.

WITNESSETH that:

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

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

**TITLE 1
RECOGNITION**

1.1 For the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, Cooperative shall recognize Union as the exclusive representative of those employees for whom the National Labor Relations Board certified Union as such representative in Case No. 20-RC-5809.

1.2 Provisions of this Agreement shall be limited in their application to employees of Cooperative as described in Section 1.1 of this Title. When the words "employee" and "employees" are used in this Agreement they shall be construed to refer only to employees described in said Section 1.1 unless otherwise noted.

1.3 All employees of the Cooperative coming within the collective bargaining unit covered hereunder, on or after thirty (30) days of the effective date of this Agreement, or thirty (30) days from the date of hire, shall as a condition of employment become and remain members of Union in accordance with its Constitution and Bylaws for the duration of this Agreement. (Amended 7-1-98)

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

**TITLE 2
CONTINUITY OF SERVICE**

2.1 Cooperative is engaged in rendering public utility services to the public and Union and Cooperative recognize that there is an obligation on each party for the continuous rendition and availability of such services.

2.2 The duties performed by employees of Cooperative as part of their employment pertain to and are essential in the operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement, Union shall not call upon or authorize or permit employees individually or collectively to cease or abstain from the performance of their duties for the Cooperative and Cooperative shall not cause any lockout.

2.3 Employees who are members of the Union shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Cooperative and its

subsidiaries and its service to the public, and shall cooperate in promoting and advancing the welfare of Cooperative and its subsidiaries, and their lines of business and in preserving the continuity of its service to the public at all times. They will treat the public and each other with respect. (Amended 7-1-94) (Amended 7-1-09)

2.4 Cooperative shall cooperate with Union in promoting harmony and efficiency among Cooperative's employees.

TITLE 3 DEFINITIONS

3.1 Employees shall be known as "regular", "temporary", "part-time", and "probationary".

3.2 For the purpose of the contract, a regular employee is defined as an employee who has completed twelve (12) months of continuous service with the Cooperative. (Amended 7-1-08)

3.3 A temporary employee is defined as an employee hired by the day, or for a time specified by management. A temporary employee would normally be hired for, for example, for seasonal work, specific projects, or short term replacement of a regular employee. A temporary employee shall not be eligible for sick pay, holiday pay, vacation pay, insurance coverage, pension coverage, or items of a similar nature, unless specified by the Manager. If a temporary employee's status should change to probationary or regular, he will be credited with all continuous service in determining eligibility for such benefits as may accrue to him in his new status. Temporary employees will not be paid at less than the minimum rate for the job. A temporary employee will not exceed six months employment. By letter of agreement between the Manager of the Cooperative and the Business Representative the temporary employee may be extended up to an additional six months.

3.4 A probationary employee is defined as an employee hired for a position that has been regularly established and is of indeterminate duration. A probationary employee shall receive sick pay, vacation pay, insurance coverage, pension coverage or items of a similar nature as he shall become eligible, but in all other respects shall be equivalent to a regular employee, subject to the provisions of 3.6 of this Title. A probationary employee shall receive not less than the minimum rate for the job.

3.5 A part-time employee is one scheduled to work less than five days per week or less than eight (8) hours per day. A limited number of part-time employees may be assigned to work covered by the bargaining agreement, provided that such assignment shall not result in the loss of regular employment or regular employees, nor shall the employees so assigned affect the status of or impede the promotional opportunities of regular employees. Part-time employees shall be paid the wage rates established in Exhibit A for the work performed. In determining allowances for vacations, sick leave, and other benefits hereunder, such allowance shall be prorated in direct ratio that the number of hours worked per week bears to forty (40).

3.6 The retention of temporary and probationary employees is at the sole discretion of the Cooperative, and termination of employment of such employees shall not be subject to review through the grievance procedure.

3.7 Continuous service with Cooperative shall start with the date of employment and consist of the entire period of employment or the aggregate of separate periods of employment in the Cooperative. Continuous service will 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; (d) an employee has violated the provisions of Section 7.5.

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

**TITLE 4
WAGES**

4.1 The wage to be paid employees of the Cooperative covered by this Agreement shall be at the rates specified in the schedule hereto attached, numbered Exhibit A, and made a part hereof.

4.2 All employees shall be placed on an hourly rate of pay and shall be paid twice monthly. The first pay day shall be on or before the fifth (5th) of the month, and shall cover the pay period from the sixteenth (16th) day to the end of the preceding month, inclusive. The second pay day shall be on or before the twentieth (20th) day of the month, and shall cover the period from the first (1st) day to the fifteenth (15th) day of the current month, inclusive. If a pay day falls on a holiday, the preceding workday shall be payday. The Cooperative will provide direct deposit if requested by the employee. (Amended 7-1-94) (Amended 7-1-96)

4.3 (a) When an employee is temporarily assigned to work in a classification higher than his regular classification, he shall be paid at not less than the minimum rate established for the higher classification for each hour so worked, with a minimum of one (1) hour and time computed to the next full hour.

(b) When an employee is temporarily reassigned to work in a classification higher than his regular classification, he shall be paid, upon such reassignment, the rate of pay he last received in such higher classification, plus any general wage increase or adjustments subsequently made therein.

(c) When an employee is temporarily assigned or reassigned to work in a classification lower than his regular classification, his rate of pay will not be reduced.

(d) The Cooperative may temporarily fill a management position from a bargaining unit classification. The employee will accrue Cooperative Seniority and Occupational Group Seniority as if the employee was still primarily working in a bargaining unit classification. In addition, the employee will still be able to work on his/her normal bargaining unit classification duties if the need arises. Pay is at the discretion of the Cooperative, but in no case shall the employee get less than 110 % the rate of pay for their regular position or the highest classification supervised (whichever is greater). (Added 7-1-94)

(e) When an employee is temporarily assigned to work in another line of progression, the assignments will not exceed a maximum period of six months in a twenty-four month period. (Added 7-1-94) (Amended 7-1-98)

4.4 Cooperative and Union may agree to additional classifications and/or revisions to existing classifications and wages with respect thereto, during the term of this Agreement. Pending negotiations with respect to such classifications and wage rates, the Cooperative may establish temporary classifications and wage rates.

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

**TITLE 5
TRANSPORTATION**

5.1 Cooperative or public transportation shall be furnished all employees requiring, in the

discretion of the Cooperative, transportation in the performance of their duties. In the event an employee is asked to use his own automobile for Cooperative business, he shall be reimbursed at the rate of "whatever IRS approves per mile".

TITLE 6 WORKING HOURS

6.1 All regular employees shall receive full time employment for each workweek employed provided they report for duty in accordance with the terms and conditions of this Agreement and are in condition to perform their work. This is not to be interpreted to mean that the Cooperative does not have the right to layoff or release employees on account of lack of work or any other valid reasons at the end of the workweek.

6.2 Each employee shall have a regularly established schedule of work hours and workdays. Such schedule shall indicate the starting and quitting times, the regularly scheduled meal period and the scheduled non-workdays.

6.3 The workweek shall be that period between Saturday midnight and Saturday midnight.

6.4 A change in the regularly scheduled lunch period for any reason shall be deemed to require the payment of overtime, provided, however, that the lunch period may be advanced or delayed one-half ($\frac{1}{2}$) hour without the payment of overtime.

6.5 Employees who are required to report for work on their non-workdays, or on holidays which they are entitled to have off, or outside of their regular work hours on workdays, shall be paid overtime compensation for the actual work time and travel time in the amount of fifteen (15) minutes each way in connection therewith. If an employee who is called out for such work outside of his regular work hours on a workday continues to work into or beyond his regular work hours, he shall be paid overtime compensation for actual travel time in the amount of fifteen (15) minutes only from his home.

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

6.6 (a) If an employee is instructed by his supervisor to report for prearranged work on a non-workday, or on a holiday which he is entitled to take off with pay, and the employee reports for work as instructed, the employee shall be paid overtime compensation for a minimum of four (4) hours. However, this will not apply to cases in which the employee is prevented from completing the assignment or earning the minimum through no fault of the Cooperative.

(b) In the event an employee is instructed to report for prearranged work as provided in 6.6 (a) above, and such work is canceled, the employee shall be paid overtime compensation for a minimum of two (2) hours, if he has not had notice of such cancellation at least twelve (12) hours prior to the designated reporting time.

6.7 Employees' hours of work shall be regularly scheduled 7:30 A.M. to 4:00 P.M. with a $\frac{1}{2}$ hour for lunch or 8:00 A.M. to 4:30 P.M. with a half hour for lunch for outside employees and from 8:00 AM to 5:00 P.M. with one (1) hour off for lunch between the hours of 11:30 A.M. and 1:30 P.M. for clerical employees. The regular workdays shall be Monday through Friday. The combinations of days and hours shall be the normal workweek. The Cooperative may establish a second shift for Satellite, Internet or Verizon between the hours of 7:30 AM and 7:30 PM Monday through Friday or Tuesday through Saturday. (Amended 7-1-94) (Amended 7-1-96) (Amended 7-1-98) (Amended 7-1-08)

Employees working a Monday through Friday second shift schedule:

1. Will not receive a scheduled lunch period of more than 1 hour. (split shift)

2. Lunch periods must commence and conclude within 1 hour of the mid point of the shift.
3. Subject to Title 6.2

Employees working a set or rotating Tuesday through Saturday:

1. May upon approval of their Supervisor change the Monday scheduled off to any other day in the same work week.
2. May work up to 9 hours in any one day without the payment of overtime.
3. Will not receive a scheduled lunch period of more than 1 hour. (split shift)
4. Lunch periods must commence and conclude within 1 hour of the mid point of the shift.
5. May be scheduled to work less than 8 hours on Saturday. (subject to Title 6.1)
6. Subject to Title 6.2

Cooperative and Union agree to meet during the last two weeks of September 2008 to review this language.

(a) Clerical employees may work alternative schedules, details of these alternative schedules will be on a Department by Department basis. Company and Union are open to any schedule which falls within the restraints of the Fair Labor Standards Act and California Labor Code. Coverage needed by the Cooperative and fair and equitable treatment of employees will be the deciding factors. Union will be notified and Coop will meet and confer with Union pertaining to any request by an employee group to work an alternative schedule. (Amended 7-1-08) (Amended 7-1-09)

(b) (Amended 7-1-98) (Amended 7-1-08)

Working hours for outside employees shall be either:

- (a) Four (4) ten (10) hour days Monday through Thursday or Tuesday through Friday from 6:30 AM to 5:00 PM with a ½ hour for lunch at 12 noon.**
- (b) Four (4) nine (9) hour days and one (1) eight (8) hour day, with two days off followed by four (4) nine (9) hour days with three (3) days off. Working hours to be 7:00 AM to 4:30 PM for nine (9) hour days, 7:00 AM to 3:30 PM for the eight hour day. The ½ hour lunch period will be at noon.**
- (c) Five (5) eight (8) hour days each week. Working hours to be 8:00 AM to 4:30 PM. The ½ hour lunch period will be at noon.**

For employees working under option (b) the recognized work week shall be from 11:00 AM Friday to at 10:59 AM Friday next. This shall have no affect on pay periods as defined in this CBA.

Each work group shall have the option to change their work hours to fit one of these three options twice annually, at the change to daylight savings time and the change to standard time. If there is interest in such change, a secret ballot vote shall be administered by the Shop Steward. A simple majority will define the option.

Should this Title result in a documented reduction in productivity, the Cooperative shall request and the Union shall enter into discussion on a remedy to the reduced productivity.

(c) (Deleted 7/1/91)

(d) Holidays pay for any employees may not exceed eight (8) hours per holiday. Employees working alternative work schedules will have the choice to take time off without

pay, use available vacation or make up missing hours within the same work week. (Added 7-1-09)

6.8 An employee shall report to the Cooperative headquarters to which he has been regularly assigned and he shall return thereto at the conclusion of the day's work. The time spent in traveling between such headquarters and the job site or actual travel time in connection with assignments for training, shall be considered as time worked and the employee will be paid at the appropriate rate of pay.

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

(a) Cooperative shall notify Union of all part-time employees hired, the work being performed, and the schedule of work hours and workdays, if any, for such employees.

(b) Schedules of work hours and workdays for part-time employees which would fall within the regular work hours and workdays established in Section 6.7 may be established at the convenience of the Cooperative.

(c) Schedules of work hours or workdays for part-time employees which would fall wholly or in part outside the regular work hours and workdays established in Section 6.7 shall be established by mutual agreement between Cooperative and Union.

6.10 The work schedules of temporary employees shall be as assigned by the Manager. (Added 7-1-94)

**TITLE 7
LEAVE OF ABSENCE**

7.1 "Leave of Absence" and "Leaves" signify approved absence without pay. A leave shall commence on and include the first workday on which an employee is absent and shall terminate with and include the workday next preceding the day on which the employee returns to work. The employee's status as a regular employee shall not be impaired by a leave of absence and the conditions of the leave shall be governed by the provisions herein applicable to the type of leave granted. Any demotion of an employee caused by a reinstatement of an employee who has been absent on an approved leave of absence shall be governed by the layoff procedure as provided in Title 15, Section 15.9.

7.2 A leave of absence shall be granted to employees who enter the armed forces of the United States, provided, however, that any such leave of absence and the reinstatement of any such employee shall be subject to the terms of any Act of Congress which provided for re-employment.

7.3 Cooperative shall, at the written request of Union, grant a leave of absence without pay to an employee who is appointed or elected to any office or position in the Union and whose services are required by the Union, provided adequate arrangements can be made to take care of the employee's duties, without undue interference with the normal routine of work. Such Union leave shall be subject to the following conditions:

- (1) The term shall be for a fixed period not to exceed two (2) years. The period shall be stated in the request for leave.**
- (2) The employee shall be returned to employment in his same classification held at the time the leave was granted and at the same headquarters at which he was last employed, or at the nearest headquarters to that location in which a vacancy exists.**
- (3) The seniority of an employee who is granted a leave of absence under the provisions of this Title shall accrue during the period of such leave.**

7.4 A maternity leave for one period of one year or less shall be granted upon request to any employee, excluding temporary employees, who become pregnant. Extension of a maternity leave will be granted provided there is a medical need. Should the employee decide to take maternity leave or should the physician not recommend continued employment, the employee shall begin the maternity leave at that time or be granted sick leave, provided the employee is actually ill or disabled due to pregnancy or conditions related thereto, which are confirmed by her physician.

Employees shall be returned to work from maternity leave under the following conditions:

- (1) Prior to the completion of the second (2nd) month after childbirth, the employee must have given Cooperative written notice of her desire to return to work.**
- (2) Upon receipt of such notice, and if the employee is physically capable and has been on maternity leave for six (6) months or less, she will be returned to work in her former classification. If the maternity leave exceeds six (6) months, the employee shall be returned to work in her former classification provided a vacancy exists, or in a classification lower thereto in the Line of Progression which the employee is willing to accept. (Amended 7-1-94)**
- (3) If no such vacancy exists on the day the employee applies for reinstatement, her leave of absence will be continued until such time a vacancy occurs which the employee is willing to accept, provided that her application for reinstatement is made within six (6) months following childbirth and provided further that the total leave shall not exceed twelve (12) months.**
- (4) In the event the employee is returned to work in a classification lower than her former classification, she will be given preferential consideration over other employees in the**

filling of vacancies in higher classifications in the Line of Progression until such time as she is returned to her former classification or rate of pay.

- (5) The employee's seniority will accrue while she is absent on maternity leave. (Amended 7-1-94)

7.5 Exclusive of leaves of absence granted under 7.2, 7.3 and 7.4 above, leaves of absence for urgent, substantial personal reasons shall be requested in writing to employee's supervisor/manager and shall be granted to regular employees provided that Cooperative can make adequate arrangements to take care of the employee's duties without undue interference with the normal routine of work, under the following conditions:

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

(Amended 7-1-09)

7.6 Employees will be granted 3 paid days off for funeral leave for members of the family. Family members include spouse, Parents, Step Parents, Grandparents, Step Grandparents, Child, Grand Child, Step Child, Sister, Brother, Half-Sister, Half Brother, Daughter-in-law, Son-in-law, Aunts, Uncles. (Added 7-1-94)

7.7 Up to twelve (12) weeks of FMLA in any continuous twelve (12) month period will be granted to an employee who is FMLA certified by a licensed physician. This will include fully paid medical and job retention in line with the FMLA. (Added 7-1-98) (Amended 7-1-09)

**TITLE 8
INCLEMENT WEATHER PRACTICE**

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

8.2 Cooperative supervisors shall be responsible for determining whether weather conditions warrant cessation of outside work. In arriving at a decision with respect to weather conditions, the supervisor shall take into account such factors as:

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

**TITLE 9
OVERTIME**

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

9.2 If an employee is called out by a responsible authority of the Cooperative outside the employee's regularly scheduled hours and works less than two (2) hours, the employee shall receive not less than two (2) hours to be compensated at the applicable overtime rate, for each such call-out, provided the employee has finished his first call-out and has returned to his home. If the employee is sent on another job or jobs prior to returning home from the initial call without a break in work time it shall be considered as a single call-out. It shall be the policy of the Cooperative to avoid a second assignment except those of such urgency as would ordinarily warrant a call-out, but the determination of such urgency shall be determined solely by the Cooperative representative dispatching the call.

Such minimum call-out pay provision shall not apply and the overtime payment shall be made only for actual work time outside regular hours where:

(1) The call-out is less than two (2) hours prior to his regular starting time and the work extends into the regular workday.

(2) The call-out is an extension of the regular workday or the employee has not left the plant premises when called. Any employee required to keep a radio-equipped Cooperative vehicle at home when off duty shall, upon completion of a tour of duty proceed directly to his home. Any call-out while in transit shall be considered an extension of the regular day without interruption in time. A call-out received after reaching home and signing off the radio shall be considered an emergency call-out.

9.3 Overtime shall be divided as equally as is practicable among those qualified and available

in each department. All overtime for individuals in each work group shall be posted every thirty (30) days.

9.4 Nothing contained herein shall be construed to require the payment of overtime compensation under more than one of the foregoing definitions for a single period of operation.

(a) Except as otherwise provided herein, overtime compensation shall mean a rate of pay equivalent to one and one-half (1 ½) times the standard rate of pay.

(b) Employees shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all time worked in excess of twelve (12) consecutive hours, and for all call-out hours between the employees quitting time and normal starting time.

(c) Employees called out or prearranged on Sundays and holidays shall be paid overtime compensation at the rate of pay equivalent to two (2) times the standard rate of pay for all such call-outs or prearranged assignments. Whenever an employee's regular days off are other than on Saturday and Sunday, the second regularly scheduled day off in the workweek shall be considered as Sunday. (Amended 7/1/05)

(d) All time worked between 11 p.m. and 1 hour before normal start time on either a work or non-workday to be paid at the Double-time Rate. (Added 7/1/05)

(e) Employees when on Mutual Aid assignments will be paid at two (2) times the straight time rate of pay. (Added 7/1/08)

9.5 (a) Any regular and probationary employee who has worked six (6) hours or more at overtime rates between his regular quitting time and his next regular starting time, on regular workdays, shall be entitled to a rest period of eight (8) consecutive hours upon completion of such overtime work. (Amended 7-1-94)

(b) If the employee becomes eligible for a rest period in accordance with Subsection (a) above, and Cooperative requires the employee to continue work into his regular work period, the employee shall be paid at two (2) times the standard rate of pay for all hours worked until he is given a rest period of eight (8) consecutive hours.

(c) If the employee becomes eligible for a rest period and is called back to work during his eight (8) hour rest period, the employee shall be paid at two (2) times the standard rate of pay for all hours worked until he has been relieved from duty for at least eight (8) consecutive hours, and a new rest period will commence at the conclusion of such work.

(d) Should the rest period provided in Subsection (a) above extend into his regular work hours, the employee may be required to report for work at the end of said rest period for the remainder of that regular work period. He will, in any event, be paid at straight time for the said regular work period.

**TITLE 10
HOLIDAYS**

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

10.2 "Holiday" as used herein is defined as the day on which the following holidays are observed: (Amended 7-1-94)

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

(a) In addition to the above holidays each probationary or regular employee shall be entitled to four (4) additional days off with pay each year, such day to be taken at the option of the employee with the approval of the Manager.

10.3 If a holiday falls on a regular or probationary employee's scheduled non-workday, the employee shall, during the ensuing twelve (12) months be given a workday off with straight time pay at the convenience of the Cooperative provided that such day shall be added to his vacation or given in conjunction with his scheduled non-workdays. The employee may have the option of foregoing the workday off and accepting regular straight time pay for the holiday if he so desires.

10.4 If a holiday falls on a regular or probationary employee's scheduled non-workday and the employee works on that day, he shall be paid at the applicable overtime rate for all work performed and in addition he shall, during the ensuing twelve (12) months be given a scheduled workday off with straight time pay at the convenience of the Cooperative provided that such day shall be added to his vacation or given in connection with his scheduled non-workdays. The employee may have the option of foregoing the workday off and accepting regular straight time pay for the holiday if he so desires.

10.5 If a holiday falls on a regularly scheduled workday of a regular or probationary employee and he performs no work that day, he shall be given a holiday allowance equal to his regular straight time pay for the day.

10.6 If a holiday falls on a regularly scheduled workday of an employee and he works that day, he shall be paid applicable overtime rate for all work performed, plus his holiday allowance.

10.7 If a holiday falls on Saturday and the Saturday is a scheduled non-workday for the employee, the Cooperative will endeavor to arrange for such employee to be given either the workday off prior to or the workday off after the holiday.

If a holiday falls on Sunday and the Sunday is a scheduled non-workday for the employee, the Cooperative will endeavor to give employee the workday off next following the holiday.

10.8 If an employee takes off any of the above named holidays and is absent without a bona fide reason on the workday either immediately preceding or following such holiday, he shall not

receive pay for the holiday, but his pay for the holiday shall not be withheld if a non-workday intervenes between the holiday and the day on which they are absent.

TITLE 11 VACATIONS

11.1 All employees except temporary employees who, on December 31 of any year have been continuously employed for at least one (1) month but less than one (1) year shall receive, during the ensuing calendar year, a vacation of one (1) workday for each thirty (30) calendar days of employment, provided that the maximum vacation shall not exceed ten (10) workdays.

11.2 Each employee who has completed one (1) but less than five (5) years' continuous service with the Cooperative by December 31 of any year, shall receive during the ensuing calendar year, a vacation of ten (10) workdays with full pay.

11.3 In addition to the vacation provided for in Section 11.2, each employee who has completed five (5) years or more of continuous service with the Cooperative by December 31, of any year shall receive, in the ensuing calendar year, an additional vacation of one (1) workday with full pay for each year of continuous service in excess of five (5). The maximum vacation an employee may receive under the provisions of this Section shall be limited to twenty (20) workdays with full pay.

11.4 The vacation allowances set forth in Section 11.1, 11.2 and 11.3 are for full-time employees. Regular and probationary part-time employees shall receive a vacation allowance prorated in direct ratio that the average number of hours worked per week bears to forty (40).

11.5 All vacations shall be taken on consecutive days unless otherwise mutually agreed upon between Cooperative and employee. Vacation time may be taken in one (1) hour increments upon approval of the employee and the Company.

11.6 Cooperative shall not require an employee to take his vacation in lieu of sick leave or leave of absence on account of illness.

11.7 An employee may forego his vacation in any year(s) and add it to his vacation in the next following year(s). The amount of vacation, which an employee may accrue, shall be unlimited. Cooperative may require an employee to use 50% of their annual accrual to a maximum of 80 hours in any given year. When the Cooperative exercises this requirement, it shall be sympathetic to employees who are deferring in preparation for an extended vacation in the following year(s). All office bargaining unit employees must take off one continuous week per year. (Amended 7/1/08) (Amended 7-1-09)

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

In determining vacation pay of regular and probationary employees whose employment has been terminated, there shall be included any vacation earned prior to December 31 of the previous year which has not been taken, plus any vacation earned since December 31 of the previous year which has not been taken. The vacation accrual for the current year shall be based on Cooperative service as of December 31 of the previous year and be determined in accordance with the formula outlined below:

(a) Less than nine (9) years of continuous service with the Cooperative, one day's pay for every thirty (30) days' service since December 31 of the previous year, not to exceed ten (10) working days.

(b) Nine (9) years' to nineteen (19) years' continuous service with the Cooperative, one and one-half (1 ½) days' pay for every thirty (30) days' service since December 31 of the

previous year, not to exceed fifteen (15) working days.

(c) Nineteen (19) or more years' continuous service with the Cooperative, two (2) days pay for every thirty (30) days' service since December 31 of the previous year, not to exceed twenty (20) working days.

11.9 Each employee who has completed twenty (20) years of continuous service with the Cooperative shall be entitled to 21 days of paid vacation, plus one (1) additional day each year thereafter, up to a maximum of thirty (30) days earned vacation.

11.10 If a holiday falls on a workday within an employee's vacation period, such employee shall be entitled to an additional day of vacation or may have the option of accepting regular straight time pay in lieu of the additional day of vacation.

11.11 Vacations may be scheduled at any time from the first of the year to the end of the year by mutual agreement of Cooperative and employee.

11.12 Before April of each year, there will be a sign-up in each department so that the employees may designate their choice of vacation periods. The Cooperative shall prepare the annual vacation schedule on the basis of such sign-up, effective wherever possible the selections of the employees within each classification in the order of their Cooperative seniority.

If, in accordance with Section 11.6 above, an employee has arranged to take his vacation in two (2) or more periods, the use of seniority as a factor in securing preferential consideration over other employees shall be limited to one (1) of such periods.

11.13 Vacation lists shall be posted on or before April 15 of each year.

11.14 After the six (6) month probation period, vacations shall be earned and used in the same manner as sick leave.

TITLE 12 SAFETY

12.1 Cooperative 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 their individual employee with regard to the prevention of accidents.

12.2 Cooperative 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.

12.3 The Cooperative will try to hold not less than nine (9) safety meetings each year at practical points throughout the system. When practicable, such meetings shall be scheduled to permit as many employees as possible to attend. Employees shall be required to attend safety meetings except for good cause. The programs of the safety meetings shall be arranged by the Cooperative and in general will cover material appropriate to each group.

12.4 The Cooperative will promptly notify the Union Safety Committee of any accident resulting in death to an employee. The Union shall keep the Cooperative advised of the employees on the Union Safety Committee to whom notice shall be given.

12.5 At the request of either the Cooperative or the Union, any accident of a serious nature shall be investigated by a joint investigating committee. The joint investigating committee shall consist of not more than four (4) employees, two (2) of whom shall be appointed by the Cooperative and two (2) by the Union. The Cooperative shall not be liable for lost time or expenses or the safety of employees on the Committee appointed by the Union.

After investigating a serious accident, the joint committee may at its discretion file a joint or separate report or reports with the Cooperative covering its recommendations for prevention of the recurrence of accidents of similar nature. It is understood and agreed that the Cooperative is not obligated or required to accept the committee recommendations. The Cooperative may, in its sole discretion, accept or reject all or any part of such recommendations.

12.6 A Safety Inspection Committee shall be established to function in the prevention of accidents by ascertaining unsafe working conditions and recommending measures to be taken for correction thereof. Such recommendations shall be in the form of written reports, copies of which will be sent to the Manager, the Union Safety Committee and to each member of the Safety Inspection Committee. Such Committee shall continue to be composed of three (3) non-supervisory employees who shall be selected from different departments or shops and who shall serve for three (3) periodic inspections. The Chairman of each such Committee shall be the employee who has served on said Committee for the two (2) preceding inspection periods. The Manager shall make appointments to the Safety Inspection Committee. Union shall have the right to suggest names for appointment to such Committee. Each Committee shall make not less than two (2) inspections annually of Cooperative's properties and activities in its designated territory, one of such inspections to be made between January 1 and June 30 of each year and the other of such inspections to be made during the month of September prior to "Fire Week". Members of such Inspection Committees shall have time off with pay for the purpose of making said inspections and shall be reimbursed by Cooperative for expenses incurred therefore.

12.7 Upon request by the Union Safety Committee, the Manager of the Cooperative will meet with the Union Safety Committee at such times and places as may mutually be agreed upon provided such meetings are not requested more than each thirty (30) days. At such meetings the Union Safety Committee may submit suggestions to Cooperative concerning the revision and enforcement of safety rules. The meetings shall not be more than two (2) hours long and the Cooperative shall not be liable for lost time or expenses of employees on the Union Safety Committee.

12.8 Company will provide Groundman and above and Meterman and above, a safety working

clothing and boot allowance of \$300. It will be paid on the first workday of July each calendar year of the agreement. This Title does not address, and is exclusive of, Flame Retardant Clothing. (Added 7-1-96) (Amended 7-1-09)

TITLE 13 UNION ACTIVITY

13.1 The Union will use one-half of the Cooperative's regular bulletin boards and the Cooperative shall designate by lettering the portion of the board reserved for Union use.

13.2 The Cooperative shall not discriminate against an employee because of his or her membership in the Union or his or her activity on behalf of the Union, and the Union agrees not to discriminate against any employee because of his non-affiliation with the Union.

13.3 The Union's use of bulletin boards shall be limited to the posting thereon of official notices of meetings and similar matters relating to official Union business, and Union shall not post thereon any matter relating to the solicitation of employees to join Union or the collection of dues, or any matter derogatory to Cooperative.

13.4 At the request of the Union, the Cooperative shall issue a temporary pass, renewable yearly, to any representative of the Union authorizing him to enter any Cooperative property where any employee with the bargaining unit is employed.

TITLE 14 SICK LEAVE

14.1 For each year of continuous service a regular employee shall be entitled to sick leave with pay for a total of one (1) day for each month worked.

14.2 A regular employee may accumulate up to 520 hours of sick leave; any additional sick leave will be converted to vacation or will be paid to the employee at his/her option. Upon retirement the employee will be paid for all unused sick leave. (Amended 7-1-94)

14.3 The Cooperative may require satisfactory evidence of an employee's illness or disability before sick leave will be granted. If it is found that the employee is taking undue advantage of sick leave provisions, said employee shall forfeit all sick leave accumulated up to that date.

14.4 If a holiday falls on a workday within the sick leave period of an employee who is entitled to holidays off with pay, it shall not be included in the leave.

14.5 An employee may use up to three (3) days sick leave for serious family illness.

Nothing in the foregoing Title shall be interpreted to entitle the employee to sick leave while on vacations, temporarily laid off by the Cooperative upon severance of employment, or while receiving industrial compensation.

**TITLE 15
SENIORITY**

15.1 There shall be two types of seniority, namely Occupational Group Seniority and Cooperative Seniority. Cooperative Seniority shall be defined as total length of continuous service with the Cooperative as determined in accordance with 3.7. Cooperative Seniority shall be used as the basis for determining such benefits as sick leave, retirement, vacations and protection against demotion and layoff. Occupational Group Seniority shall be defined as the total length of service in one of the occupational groups shown in Exhibit C attached hereto. Occupational Group Seniority shall be used in determining the preferred bidder within an occupational group and line of progression in the sequence outlined in 15.3. Attached hereto and made a part hereof is Exhibit C, an appendix outlining the "Occupational Groups" and "Lines of Progression" to be used for promotion and demotion. All apprentice classifications will be filled based on Cooperative seniority. (Amended 4-7-94)

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

15.3 When new jobs are created, as provided in 4.4, additional jobs created or vacancies occur which will last for more than thirty (30) days, such jobs shall be posted on the bulletin board by the Cooperative for a period of one (1) week.

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

(a) Bids from employees within the same occupational group in the same classification or classification higher than the existing vacancy.

(b) If there are not bidders under (a), all bids from employees in the next lower classification within that occupational group.

(c) If there are no bids received under (a) or (b), all bids from employees within the occupational group in which the vacancies exist.

(d) Should there be no bids from any employees under (a), (b), or (c), all other bids from any employee in any occupational group, regardless of classification and subject to 15.5 and 15.8, the bidder with the greatest Cooperative Seniority shall be awarded the job.

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

15.5 Whenever a vacancy occurs in any job classification, Cooperative may, in its discretion, temporarily fill such vacancy. Except for temporary appointment to the job of working foreman,

any such temporary appointment shall, if practicable, be given to the employee in the occupational group in which the vacancy occurs who would be eligible therefore under the seniority and job bidding provisions of the Agreement. Nothing in this Agreement shall be construed as limiting the right of the Cooperative to determine the number of employees required in each classification nor shall it be construed as limiting the right of the Cooperative to determine whether a vacancy shall be filled.

15.6 An employee promoted to a higher classification which requires a training period shall be given a qualifying period of not more than six (6) months. Such period shall be for determining whether he can meet the job requirements. If the employee fails to demonstrate his ability to perform the job or lacks the ability to progress during the six (6) months trial period, he shall be returned to his former job classification and rate of pay and the job will be again offered for bid. At the discretion of the Cooperative, if an employee hasn't demonstrated the ability necessary for a position, but the cooperative feels that the problems were beyond the ability of the employee to control or that there is a high probability of success, the probationary period may be extended three months. If Cooperative extends this training period, and at the end of the nine month period the employee is returned to his/her former classification, all employees that had moved up through the process also return to their former classification. New hires or "probationary" employees are covered by section 3.4. (Amended 7-1-94)

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

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

(b) In making an appointment to fill a job vacancy in a classification involving personal contact by the employee with the public, or a technical classification or a classification in which an employee must exercise supervisory duties, the Cooperative shall consider bids of employees submitted as herein provided, but the Cooperative may nevertheless make an appointment to fill such vacancy on the basis of ability and personal qualifications. (Added 7-1-96)

(c) In making an appointment to fill a vacancy in a classification in which an employee must exercise supervisory duties, the Cooperative, notwithstanding the provisions of Title 15, shall give preferential consideration to the bids submitted by the employees who have a combined total of one year or more experience in a journeyman classification or classifications higher thereto in the normal line of progression. (Added 7-1-96)

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

15.10 The seniority rights of employees who are members of the armed forces shall accrue while they are absent on military duty or on approved leave of absence. (Amended 7-1-94)

15.11 Both the Cooperative and Union recognize that there will arise situations with respect to partially incapacitated employees, employees displaced by new technologies or revisions of operational procedures, and employees who are temperamentally unsuited for their jobs, and that

in such cases the bidding procedure may be waived by mutual agreement in order to properly protect the seniority of employees who have given long and faithful service. The Cooperative will discuss such cases with the Union as far in advance as possible with the object of avoiding any inequitable situations which might result. Both parties will endeavor to provide for retention of employees in the Cooperative, in jobs suitable to their capabilities, first in the areas where they are employed at the time, or secondly in other areas of the Cooperative's operations. If after full discussion of such cases and survey of all possibilities available to the solution of the problem, the Union and the Cooperative are unable to agree on a satisfactory solution, the Cooperative shall have the right to make such changes or layoffs, as it may deem necessary, consistent with the provisions of the agreement.

TITLE 16 EXPENSES

16.1 Prearranged work shall be work for which notice has been given prior to the end of the last regular work period. All other work not regularly scheduled shall be considered as unscheduled or emergency work. In all cases of prearranged work, the employee will furnish the first meal at his own expense.

16.2 If Cooperative requires an employee to perform work for one and one-half (1 ½) hours or more beyond regular work hours, it shall provide him with a meal approximately one and one-half (1 ½) hours after regular quitting time and with meals at intervals thereafter of approximately four (4) hours, but not more than five (5) hours, for as long as he continues such work. The cost of any such meal and the time necessarily taken to consume same shall be at Cooperative expense. Overtime meals shall be limited to \$10.50 for breakfast, between the hours of 4 am to 10 am, \$11.50 for lunch between the hours of 10 am to 4 pm and \$23.00 for all other meals between the hours of 4 pm to 4 am. (Amended 7-1-05) (Amended 7-1-09)

16.3 (a) On unscheduled or emergency work on non-workdays or outside of regular hours on a workday and on prearranged work after the employee has furnished one meal, the Cooperative shall provide the meals at intervals of approximately four (4) hours insofar as it is possible for the Cooperative to do so, and for so long as the work continues. The time necessarily taken to consume these meals up to one-half (½) hour shall be considered as work time. Where any such work extends into regular work hours, this provision of this Section shall be operative until such time as the employee is released from work for the day.

(b) In addition to those meals specifically provided in this Title, it shall be the obligation of the Cooperative to provide meals and the time necessary to consume the same to any employee whose regular meal practices are disrupted for Cooperative convenience or by Cooperative's requirements. These meals shall be furnished as nearly as possible to the normal time for eating regular meals, and shall consist of a meal comparable to one disrupted. On non-work day and Holidays normal meal practice for breakfast will be 8:00 AM to 9:00 AM, Lunch 12:00 noon to 1:00 PM, Dinner 6:00 PM to 7:00 PM. (Amended 7-1-98)

(c) Nothing in 16.3 shall be construed as altering in any way the lunchtime provisions set forth in Title 6.

16.4 Regular employees who are assigned to temporary work at such distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of abode, shall be allowed actual personal expenses for board and lodging for the duration of such assignment, provided they board and lodge at places to be designated by Cooperative. The time spent by such employee in traveling to such temporary job at its beginning and from it at its conclusion and any reasonable expense incurred therein shall be paid for by Cooperative.

16.5 If on their non-workdays any such employees remain at such designated places, their expenses for board and lodging on such days shall be paid by Cooperative, but if they go

elsewhere for their personal convenience Cooperative shall not reimburse them for any expense they incur thereby. If any such employees return to their homes on their non-workdays, Cooperative at its option shall (1) allow them the equivalent of any saving it realizes in their board and lodging costs, or (2) reimburse them for the expenses of round trip transportation by public carrier, or (3) provide round trip transportation by Cooperative vehicle, if such travel is at Cooperative's request.

16.6 An employee who is required to change his residence from one locality to another for Cooperative's convenience, shall be supplied, by the Cooperative a means of moving his household goods.

16.7 Whenever the Cooperative requires an employee to install and maintain a telephone in his home, the expense thereof shall be borne by the Cooperative.

16.8 If an employee, who is entitled to meals at Cooperative's expense, does not accept any such meal, Cooperative nevertheless shall allow his time with pay equivalent to the time usually taken to eat a meal, namely, one-half (½) hour and the cost of any unaccepted meal as provided in 16.2 above.

TITLE 17 MISCELLANEOUS

On Call – Electric and Internet

17.1 The Cooperative will establish a rotating on call list of hourly rated employees. On call will be Thursday through Wednesday. The Cooperative to furnish pagers and trucks for all on call employees.

Increase of on call pay for Electric Department

July 1, 2005	\$432.60
January 1, 2006	\$473.80
July 1, 2006	\$488.01
January 1, 2007	\$530.45
July 1, 2007	\$549.01
July 1, 2009	\$566.85

Response Time: in truck and responding 15 minutes from call.

On call pay will be increased a percentage equal to the general wage increase after July 1, 2007. All time worked when called paid at the Double-time rate.

Establish on call pay for the Internet Department

July 1, 2005	\$432.60
July 1, 2006	\$445.57
July 1, 2007	\$461.16

Response Time: Respond by phone within 15 minutes, may be up to 1 hour from Portola Office.

On call pay will be increased a percentage equal to the general wage increase after July 1, 2007. All time worked when called paid at the Double-time rate. (Amended 7-1-94)

(Amended 7-1-98) (Amended 7/1/05)

17.1(a) For holidays (mid week) and holiday weekends the Cooperative may ask for volunteers to be supplemental to the On Call Rotation. Such on call shall be from the end of the last scheduled shift before the holiday or holiday weekend through the start of the next regularly scheduled workday. Compensation shall be 1/7th of a weeks on call for each 24 hour period, or portion thereof, while on this voluntary assignment. (Amended 7/1/08)

17.2 Insofar as possible, the Cooperative will give at least one day's notice to an employee who is to be sent out of town for work, in order that the employee may have time to prepare for the trip.

If the Cooperative is unable to allow the employee time to prepare the employee will be reimbursed at the “ approved IRS rate per mile” for the inconvenience of having someone else bring the employee’s personal belongings. (Amended 7-1-98)

17.3 The Cooperative does not plan to contract work it normally does and agrees that in no case will it layoff employees as the result of work contracted.

17.4 Cooperative shall not, by reason of the execution of this agreement, abrogate or reduce the scope of any present plan or rule beneficial to employees, which is not specifically covered by this agreement.

17.5 Job descriptions of all classifications within the unit, as outlined in this agreement, will be posted on bulletin boards.

17.6 Nothing herein contained shall be construed as to limit the right of the Cooperative to determine the character, extent and methods of its operations the amount of production, the number of employees required in total and in the specific classifications of work.

17.7 The Cooperative will provide all hand tools, work gloves and safety straps. The Cooperative shall replace gaffs, and timber falling equipment as needed and shall be responsible for the cost of repairs. Employees hired by the Cooperative as Apprentice Lineman and above and Professional Timber Faller Classification shall be required to supply their initial gaffs and belts. Employees in the Professional Timber Faller Classification shall be required to supply and be responsible for the cost to maintain/repair their own falling and limbing saws (2 saws). The saw is defined as the engine and the blade. (Amended 7-1-09)

Cooperative will allow Professional Timber Fallers up to six (6) months to repay saw purchases through payroll deduction.

17.8 If any part or portion of this contract should be invalid or be superseded by either State or Federal law, the remaining portions of the contract shall, nevertheless, remain in full force and effect.

17.9 It is the policy of the Cooperative and Union not to, and neither party will interfere with, intimidate, restrain, coerce, or discriminate against any employee because of race, creed, sex, color disability, union activity, military activity, sexual orientation or national origin. (Amended 7-1-94)

17.10 (Deleted 7/1/91)

17.11 (Deleted 7/1/91)

17.12 (Deleted 7/1/98)

17.13 Trucks will be restricted to be taken home at 15-mile radius of either office.

17.14 Supervisors and other employees shall not perform work usually assigned to employees in IBEW 1245 bargaining unit classifications except:

(a) Such assignments are not to be deliberately made for the purpose of reducing the number of employees performing work within bargaining unit classifications.

(b) Historical assignments recognized by the NLRB and those involving continued Company practices with respect to overlapping duties of non-bargaining unit classifications and bargaining unit classifications are to be maintained unless otherwise resolved by Cooperative and Union.

(c) Other employees may perform de minimis work in IBEW 1245 bargaining unit classifications on a very limited basis if customer service or cost-effectiveness justifies it. All switching will be performed by qualified line personnel. (Added 7-1-94)

(d) Other than the above (a), (b) and (c), such work assignments should be limited to work performed in:

(1) Emergency situations or assisting the unloading of non-Cooperative trucks, when a outside employee is not readily available.

(2) Training of employees and demonstrating work methods.

(e) When contracting out line work, the Cooperative will make optimal use of IBEW contractors and/or IBEW 1245 hiring hall employees, provided it is cost effective. (Added 7-1-94) (Amended 7-1-98)

(f) For 18 months after the execution of this agreement (July 1, 2009-December 31, 2010) Telecommunications Management may perform telecommunications bargaining Unit work. This will be restricted to work in the Internet Installer, Internet Technician and Customer Service Representative Classifications. If during this 18-month period any Coop Bargaining Unit Employees are laid off this agreement expires immediately. At the end of this 18-month time period this language shall be removed from the CBA. (Added 7-1-09)

Bargaining Note: Section 17.14 (d) covers all the classifications in affect as of the time of ratification of the 1994 collective bargaining agreement. Tree trimming, pole testing and pole clearing are excluded.

17.15 Training offered by the Cooperative that involves travel is for mutual benefit. As specified in 16.4 and 16.5, the Cooperative will pay regular wages and expenses. All travel time for training will be at the straight time rate of pay. (Added 7-1-94) (Amended 7-1-98)

17.16 The Union members will participate in good faith with management in efforts to improve quality and reduce costs. (Added 7-1-94)

17.17 The Cooperative has the latitude to implement an employee incentive program with group incentives for suggestions and improvements that save the cooperative money, and group incentives for goals met and other team performance measurements. Further, "sales" incentives such as awards for satellite customers brought in are expressly permitted. (Added 7-1-94)

17.18 Line Working Foreman, Troubleman, Lineman and Apprentice Lineman who are trained and volunteer to rubber glove up to 25 KV will receive a 6% increase in wages. All training will be provided and paid for by the cooperative. The procedures must comply with the California State Codes. The employees will receive 3% upon signing up for rubber gloving, an additional 3% upon completion of the training course.

17.19 NERC Required Background Checks. Cooperative and Union agree, some employees are required by NERC to have background checks to perform sensitive duties. This shall be limited to (7) seven year criminal history and Social Security number check. If NERC requirements change, Cooperative and Union will meet and confer on implementation. Cooperative and Union will strive to resolve any issue with current employees. (reference Title 15.11). (Added 7/1/08)

17.20 Tasks specific to the Verizon business may be performed by Exempt and/or Bargaining Unit Employees. No Bargaining Unit Employees will be subject to sales quotas nor paid commissions.

(Added 7/1/08)

**TITLE 18
SUPPLEMENTAL BENEFITS FOR INDUSTRIAL INJURY**

18.1 When an employee is absent by reason of injury, which comes within the application of the Workmen's Compensation and Insurance Chapters of the State of California Labor Code, he shall be entitled to supplemental benefits for the duration of such temporary disability. Benefits shall begin with the first workday of absence following the day of injury. The amount of supplemental benefit payable for each day of absence shall be 90 percent of the employee's basic daily wage, less the sum of any payments to which he may be entitled under the aforementioned acts applying to the case. Reference is hereby made to 15.11, relative to employees permanently injured in the Cooperative's services.

**TITLE 19
GRIEVANCE PROCEDURE**

19.1 Any grievance which may arise between Union or any of its members and Cooperative 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, discipline, demotion of an individual employee shall be determined by the procedure set forth in the following paragraphs of this Title. The grievance must be filed within 30 calendar days from the date the grievant became aware of the alleged violation.

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

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

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

The Department Head shall reply in writing within ten (10) working days after the receipt, setting forth the Cooperative's position on the grievance.

19.4 If no satisfactory settlement is arrived at under Section 19.3, either party may within five (5) working days request a conference with the Manager to discuss the grievance. Such conference shall be held as soon as possible but not more than fifteen (15) calendar days following its request. The time limits may be extended by thirty (30) days by mutual agreement between the parties.

19.5 If a satisfactory settlement cannot be reached under the foregoing procedure, either party may refer the case to arbitration by notifying the other in writing to that effect. Within twenty-one (21) days of such notice, Union and Cooperative shall each notify the other of the person appointed to act as their representative on the arbitration board. An arbitration board shall be appointed on each occasion that a grievance is submitted to arbitration. The board shall be composed of three (3) members, one to be appointed by Union; one to be appointed by the Cooperative. 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 forty-eight (48) hours they shall jointly request the Director of Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as a third member. After receipt of such list, the Union and Cooperative shall alternately challenge two names, the party to have first choice to be determined by lot. The remaining name shall be accepted as Chairman of the Board. The arbitration board shall hear all evidence and arguments on the points in dispute and the written decision of a majority of the members of such board shall be final and binding upon the parties hereto.

The board shall have jurisdiction and authority to interpret and apply the provisions of this agreement insofar as shall be necessary to the determination of the grievance or complaint, but it

shall not have jurisdiction or authority to alter in any way the provisions of this agreement. The board may make such retroactive award, or settlement, of any grievance or complaint as the equities of the case may demand, but in no event shall any award be retroactive beyond the date of the occurrence of the latest incident which gave rise to the grievance, nor shall any award be retroactive for more than one (1) year prior to date of submission of grievance at step 2.

The Cooperative and the Union shall each bear the expense of its own representatives. The expense of the third party shall be borne equally by the Cooperative 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 Cooperative agrees to release such employee from duty so he may appear as a witness. If an employee is called to appear before the board, the party calling the witness will reimburse him for all expenses including time lost.

**TITLE 20
EMPLOYEE BENEFIT PROGRAMS
RESTATED July 1, 2008**

20.1 The Group Insurance Plan and the Retirement and Security Program shall remain in full force and effect and shall not be changed or reduced with the signing of this Agreement and shall hereby become a part of this Agreement as is fully set forth herein.

20.2 The Cooperative may make such changes, additions or deletions, which are mutually beneficial.

20.3 ACTIVE EMPLOYEE MEDICAL BENEFITS

(1) The Cooperative shall pay for all active employees 99% percent of the NRECA PPO Group Insurance Plan coverage. Employees will pay 1% of the monthly medical premium. Employee cost shall not exceed 2% of the monthly employee only premium. This plan includes the NRECA Premium Medical, Prescription, Dental and Vision coverage. (Amended 7/1/08) (Amended 7-1-09 and effective 1-1-10)

(2) The deductible will be \$250/\$750 (Individual Family) In-Network and \$500/\$1500 Out-of-Network (amended 7/1/05) (Amended 7-1-09 and effective 1-1-10)

(3) All active and retired Employees will participate in the Share Program.

(4) The annual Out-of-Pocket maximum will be \$1000/\$2000 (Individual/Family) In-Network and \$2000/\$4000 Out-of-Network. (added 7/1/05)

(5) Plan includes a \$10 office visit co-pay and is 90/10 In-Network and 70/30 Out-of-Network

(added 7/1/05)

(a) Employees and their dependents are eligible under the provisions of the Preferred Provider Organization (PPO) to receive payment of 80% of usual, reasonable and customary charges when:

1. PPO services are not available in the community in which they reside or the Reno/Sparks metropolitan area or;
2. Employee has an eligible dependent attending school away from home and there is not a PPO provider or;
3. Employee or dependent is traveling away from home and PPO services are not available or;
4. Employee is required to work away from their principle residence and PPO services are not available.

The Cooperative's responsibility under this Title will be limited to \$500 per year per family.

(6) Mac A Rx co-pays are: \$10 generic (with card at Pharmacy)

\$15	brand (with card at Pharmacy)	
\$10	generic - 90 day mail order	
\$20	brand – 90 day mail order	(added 7/1/05)

(7) The Cooperative shall pay for physical examinations for all active employees. The Cooperative shall pay the difference of the amount billed and amount paid by any medical insurance for physical examinations.

(8) The Cooperative may enroll in alternative NRECA medical plans if the benefit and service level is the same to the employee. If the cooperative wishes to change the plan it will confer with the union in advance of adoption.

(9) The Cooperative will self fund 75% of the cost of corrective eye surgery up to a maximum of \$2500. Employee and family are eligible for this benefit.

(10) The Cooperative will self fund 50% of the actual cost of hearing aids, for employees and dependants, once every 10 years. If recipient has alternative coverage, alternative coverage must pay first and the Cooperative's liability shall be limited to 50% from any source.

(11) Upon proof of coverage by another source, employees may elect to opt out of Cooperative provided Medical, Prescription, Dental and Vision coverage. Any employee choosing the opt-out provision shall receive a monthly stipend equal to 35% of the current premium, with a minimum of \$230.00. Presently \$230.00 for employee only coverage and \$511.18 for family coverage.

Note: The term "Premium" as used to describe the current Medical, Prescription, Dental and Vision Plans refers to the current plan offerings from NRECA as modified in this CBA. Should NRECA change their plan offerings, a plan that is actuarially equivalent will be offered to employees.

20.4 POST RETIREMENT MEDICAL BENEFITS

(1) Post Retirement Medical benefits include the same NRECA, Medical, Prescription, Dental and Vision Coverage as active employees until Medicare eligible.

(2) After Medicare eligibility, the Cooperative will provide NRECA's premium Medicare Advantage Medical, Prescription, Dental and Vision plans.

(3) Employees hired prior to July 1, 2008 will require 5 years of service to qualify for this benefit. Employees hired on or after this date will require 10 years of service to qualify for this benefit.

(4) The Cooperative will pay a percentage of the premium based on the hire date of the employee.

- a) Hired prior to July 1, 1979. Cooperative will pay 100% of retiree and dependant coverage for life.
- b) Hired after July 1, 1979, Cooperative will pay 100% of retiree and dependant coverage until Medicare eligible and 50% for life.
- c) Hired after July 1, 1988, Cooperative will pay 50% of retiree and dependant coverage for life.
- d) In (b) and (c) above employees must retire on or after July 1, 2010 to receive this benefit post Medicare eligible.

Note: The term "Premium" as used to describe the current Medical, Prescription, Dental

and Vision Plans refers to the current plan offerings from NRECA as modified in this CBA. Should NRECA change their plan offerings, a plan that is actuarially equivalent will be offered to retirees.

20.5 RETIREMENT BENEFITS

(1) The Cooperative shall pay 100 percent of the Pension Plan.

(2) The retirement calculator is 1.6%.

(a) The Cooperative has amended the Retirement and Security Program so that in the case of the death of an active employee, Spouses shall receive the same benefit that the employee would have received if he or she had retired on the date of death.

20.6 401K PLAN

(1) The Cooperative will supply access to the NRECA 401K plan.

(2) The Cooperative will match employee contribution dollar for dollar up to a maximum of 6% of wages.

20.7 (Deleted 7-1-09)

20.8 The Cooperative will supply access to the NRECA Long Term Disability plan, enrollment in this policy will be mandatory and premiums will be deducted from payroll on a monthly basis. (added 5-12-04)

20.9 The Cooperative will supply coverage, at the NRECA minimum level, in the Group Term Life and AD&D Insurance Plan. Supplemental Coverage may be purchased at employee expense. Presently the Cooperative supplied minimum is 1X annual wages.

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

20.11 (Deleted 7-1-09)

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

1. Should IRS regulation not allow the employee portion of the Medical Insurance Premium to be paid pre tax, the Cooperative agrees to “gross up” the monthly benefit differential. (Title 20.11)

**TITLE 21
TERM OF AGREEMENT**

21.1 This Agreement as amended shall take effect as of July 1, 2009 and shall continue in full force and effect until the 30th day of June, 2011 and thereafter from year to year unless written notice of change or termination shall be given by either party to the other sixty (60) days prior to the expiration date of any contract year.

21.2 Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the matter of such changes, the original provision shall remain in full force and effect.

21.3 This Agreement may be amended or supplemented at any time by mutual consent of the Cooperative and the Union. Such amendment or supplement agreement shall be reduced to writing and upon execution thereof by the General Manager of the Cooperative and the Business Manager of the Union or their authorized representatives shall constitute an amendment to this Agreement, as of the date specified in such amendment or supplement agreement.

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

**PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE, INC.**

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

By _____

President

By _____

Secretary

By _____

President

By _____

Business Manager

**EXHIBIT B
JOB DEFINITIONS AND QUALIFICATIONS**

General Foreman (Electric Overhead) (Added 7-1-96)

An employee engaged in performing all classes of transmission and distribution work, having full charge of and directing entire crew and giving direction to other line crew foremen of the Cooperative. Responsible for scheduling of work and ordering of equipment. Responsible for overall cooperative safety program. Must be a current a Line Foreman for either of the two current crews. Is required to drive the line truck and operate the fixed and attached equipment. May be required to keep time cards and material records. Must have a valid driver's license as required by applicable states' laws before assignment to job. Must be able to handle a variety of tasks and handle other duties as assigned in the line of progression. Other general duties as may be assigned in the line of progression.

Position replaces Line Foreman's position for that area for the successful bidder. Position of Line Foreman automatically restored and filled upon elimination of General Foreman's position.

Note: The General Foreman will be paid \$2.00 per hour over the Line Working Foreman Classification.

Line Working Foreman: (Electrical Overhead)

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

An employee shall be upgraded on a temporary basis to Line Working Foreman when a permanent Line Working Foreman is absent from work and is in charge of two or more employees.
(Added 7-1-98)

Note: The Line Working Foreman will be paid 10% per hour over the Lineman Classification.

Troubleman: (Electrical Overhead)

An employee with at least one year of experience as a Journeyman Lineman, engaged in performing any work in connection with maintaining electric service to the public, including the installation of all types of customer services, including risers and terminal connections when the service is to be underground, meters and materials, replacing line and transformer fuses; patrolling, switching, substations, and service and repair relays and electronics components. May install Cooperative-owned customer outdoor lighting service equipment, may make short secondary extensions using bundle conductors and may perform emergency maintenance and/or repairs to secondary and primary circuits which he is equipped to handle. Must be qualified to work with the public. Other general duties as may be assigned in the line of progression.
(Amended 7-1-94)

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

1. Another Troubleman
2. Lineman

3. An Apprentice Lineman assigned for training purposes under the Apprentice Lineman Training Program
4. Groundman
5. or other qualified personnel

It is not the intent of the parties that the Troubleman job definition and/or unit makeup be used to perform work normally done by a line crew on hot primary, construction or primary line maintenance in excess of 600 volts.

Further, it is not the intent of the parties to eliminate the Line Working Foreman or crew concept to accomplish any of the above named work. (Amended 7-1-98)

Lineman: (Electrical Overhead)

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

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

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

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

When it is necessary to climb through live circuits of 750 volts or more, the other employee in the two-man unit shall be a Journeyman Lineman.

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

Apprentice Lineman: (Electrical Overhead)

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

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

Groundman: (Electric Overhead)

An employee who shall perform unskilled work. In addition, as a member of a crew, shall assist in raising, setting and tamping of poles and shall learn the uses of and provide correct tools and materials to workmen as needed. May tend the capstan. The use of tools shall be confined to the dismantling of equipment and the pulling of anchor guys. Other general duties as may be assigned in the line of progression.

Warehouseperson

An employee who is responsible for receiving, storing and issuing materials related to the utility business. Will be required to organize and administer all materials whether stored indoors or out, to organize and fill orders for various construction, maintenance and installation projects and to maintain proper inventory of such items in coordination with PSREC/PST purchasing staff. May be required to pre-load materials for such projects and unload PSREC and/or delivery trucks. Crating, packaging and shipping of materials will be required. May also be required to perform miscellaneous building and grounds maintenance. Ability to operate forklift and valid commercial drivers license required. Employees new to this classification (or with a new requirement) will have six (6) months to obtain a commercial drivers license. Must be able to lift a maximum of 75 pounds (including overhead) and use a ladder with overhead lifting. Will be required to use a computerized inventory system. (Amended 7-1-09)
May be assigned to work as a Groundman. (Added 7/1/04) (Amended 7/1/08)

Mechanic Utility Fleet/Groundman

An employee who has completed an accredited Apprentice Mechanic program, or who has worked two (2) or more consecutive years as an automotive/heavy equipment Journeyman Mechanic, and is capable of performing all maintenance, service and directly related functions involved in the operation of a large modern utility-type fleet of vehicles and equipment. The person shall possess and maintain a commercial drivers license (CDL) with air brake. The person must be able to provide unskilled work in support of the line crew and shall learn the use of common tools and materials, assist in non-energized work remaining on ground and away from any electrical proximity. Although not in an "on-call" position, the person must be able to respond to after hours call outs on a reasonable basis. (Added 7/1/02)

Professional Timber Faller

An employee who may be a lead man in charge of not more than three (3) other employees engaged in performing all types of pruning and tree trimming, including tree trimming in close proximity to high voltage power lines, utilizing tree climbers, rope rigging, mechanical lift equipment, and all types of mechanical and power pruning and cutting tools. The employee will be required to drive a vehicle, may be required to operate equipment, and must possess the appropriate State of California drivers license. The employee shall have the personal qualifications of leadership and supervisory ability and be familiar with the Cooperatives construction and safety standards, accounting procedures, and all other applicable rules and regulations. The employee shall be capable of performing the duties with skill, efficiency, and safety. The employee may be required to perform physical inspections of tree trimming contractors' work and prepare regular reports on such activities. The employee must have advanced experience and technical skill to

safely fall all sizes of trees in close proximity to power lines. The employee will be required to plan, co-ordinate and implement the right-of-way clearing program to conform with CDF, US Forest Service and other regulatory agencies. Duties include, but are not limited to, pole clearing, tree trimming and timber falling. Duties also can include supervising contract crews, working with the general public for education, approvals and addressing complaints. Purchasing and maintenance of equipment and products, timber sale processing and assisting line construction crews if necessary. Must be able to follow applicable regulations and codes as necessary. May also act as Groundman.

Meter Technician/Foreman (Instrument and Testing)

An employee engaged in performing all classes of work as described in the meterman and meterman Technician job description, having full charge of and directing other members of Meter Department. Responsible for scheduling of work and ordering of equipment. Must be a Journeyman Meterman with not less than two years experience as such. Must have a valid driver's license as required by applicable states' laws before assignment to job. Must be able to handle a variety of tasks and handle other duties as assigned in line with progression. Other general duties as may be assigned in the line of progression.

May be assigned to work as a Groundman. (Added 7-1-96) (Amended 7/1/08)

Meterman Technician: (Instrument and Testing)

An employee who is a journeyman Meterman and who, in addition, has successfully completed special training in the theory, installation, and testing of demand meters, reactive metering, instrument transformers and specialized test equipment, or be able to demonstrate satisfactorily his competence in these fields. He shall be required to install, maintain, repair and adjust all types of metering equipment. Other general duties as may be assigned in the line of progression. May be assigned to work as a Groundman. (Amended 7/1/08)

Meterman: (Instrument and Testing)

An employee who has served successfully his apprenticeship or equivalent for a Meterman. Must have the necessary knowledge to install, test and repair all electrical instruments, meters and metering equipment and sufficient working knowledge of electricity to be able by the use of instruments, to determine power, volt amperes, power factor, reactive component in an electric circuit, service and repair relays and electronics components. Other general duties as may be assigned in the line of progression. May be assigned to work as a Groundman. (Amended 7-1-94) (Amended 7/1/08)

Apprentice Meterman: (Instrument and Testing)

An employee who is engaged in performing work as an assistant to or under the general direction of employees in higher rated classifications within the General Measurement and Test Department Occupation Group while training for journeyman. In order to gain experience for advancement he may be required to work alone or under direct supervision on jobs for which he has been trained and instructed. The employee's educational and general qualifications must be such that he is considered capable of attaining journeyman status. Other general duties as may be assigned in the line of progression. May be assigned to work as a Groundman. (Added 7/1/87) (Amended 7/1/08)

Meter-Reader Collector: (Instrument and Testing)

An employee in this classification is required to obtain actual meter readings for any meter as assigned. This employee must verify the accuracy of meter numbers, meter locations, meter reading instruction codes, sequence numbers and must record meter readings on forms/devices as required. This employee must report damaged or missing meters, metering equipment and unusual or abnormal meter and metering equipment conditions to supervision. Must accurately and legibly complete all company and departmental documents and forms related to meter reading. In addition to performance of routine office duties and collection of bills, may be required to connect, disconnect, seal and insulate meters. Other general duties as may be assigned in the line of progression. Must maintain a neat and clean appearance. May be assigned to work as a Groundman. (Amended 7/1/08)

Helper: (Instrument and Testing)

Must have sufficient knowledge and adaptability to understand and carry on duties as assigned; must be semi-skilled laborer, or equivalent with past experience as such, capable of handling ordinary tools safely in accordance with Company safety rules. Assist skilled workman or apprentice or work under their direction of various classes of work, which may be assigned in any location. Other general duties as may be assigned in the line of progression. May be assigned to work as a Groundman. (Amended 7/1/08)

SCADA Operator (added 7/2008)

Writes programs to enhance Supervisory Control and Data Acquisition (SCADA) System functionality. Develops and implements all standards for the SCADA Systems. Ensures the performance and integrity of the SCADA System and data. Monitors SCADA System performance. Identifies potential problems for troubleshooting or referral, responds appropriately to all SCADA System alarms, performs optimization routines, suggests/refers configurations for analysis concerning improvement of performance and reliability of the distribution system, prepares a variety of electric system performance reports, practices effective risk management. Plans and executes computer enhancements; writes computer programs, uses office software, creates and maintains databases, prepares and maintains screen displays and database linkages, responsible for data security, compression, and archival. Coordinates effectively with others. Responds to all Operations, Engineering and Technical Services Supervisors' requests, keeping each apprised of SCADA System status indications. Acts as point of contact for other departments, manufacturers, communications companies, etc. Coordinates with supporting departments on computer or communications problems and with substation technicians to solve control hardware problems. Prepares and provides training and support to employees, including remote terminal SCADA users, in the above areas. Obeys all safety rules, approved policies and procedures. Other duties may be assigned. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Associates Degree in relevant fields, such as communications, computers and programming, algebra, trigonometry or principles of electricity, plus advanced training and at least 2 years experience in utility power fundamentals and utility load management, or an equivalent combination of education and experience. Ability to read, interpret, write, and communicate documents, safety rules, policies, operating/maintenance instructions, and procedure manuals. Ability to analyze data and prepare effective reports and correspondence. Ability to interact well with other employees and speak effectively before groups of members or employees. Ability to use telephone and radios. **MATHEMATICAL SKILLS:** Ability to calculate figures and amounts such as discounts, interest, and percentages. Ability to apply concepts of basic algebra, geometry, and basic power system physics sufficient to perform necessary power calculations. Perform regression techniques for short-term analysis and forecasting of electric load patterns and values. **REASONING ABILITY:** Ability to interpret and apply instructions or directions furnished in general or specific terms. Ability to rapidly and effectively solve problems involving several concrete variables in standardized and unusual emergency situations, such as during power restoration and accidents. **COMPUTER SKILLS:** Must have a thorough knowledge of all appropriate SCADA Software and perform intermediate-level programming and computer

support operations. Ability to use Microsoft Windows operating systems, Excel, Word, Access, Visual Basic, Terminal Server, and other relevant software. Candidate should be familiar with DNP3, Modbus RTU, Goose Messaging and Mirrored-Bit protection schemes. CERTIFICATES, LICENSES, REGISTRATIONS: Class C California Driver's License. Cisco certification required. PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Normal shifts include continuous concentration in monitoring multiple computers and the electrical system for extended periods, remaining alert and ready to respond to system peak demands or system emergencies. MIS DUTIES: In addition to the above described duties, requirements and work environment Employee will on occasion be responsible for Information Systems related support and maintenance. Employee must obtain complete knowledge of PSREC Network and related hardware and software. May be required to manage Network in the absence of the Network Administrator. Employee, when working under the direction of Information Systems, will provide support to PSREC employees in the use of internal and external applications and from time to time may be asked to analyze efficiencies and present solutions.

High Speed Internet Installer (added 2/2004)

An employee who shall perform the installation of CPE (Customer Premises Equipment) and other related hardware and software for High Speed Internet access or Satellite TV. Employee shall have good PC knowledge, be capable of installing, troubleshooting both hardware and software related components. Employee shall have knowledge and skill to support pulling, splicing and installing necessary cabling and the proper use of power tools to complete the job. Employee may be expected to network numerous computers for a business customer. The employee must be comfortable with the use of computer operations for both Windows and Macintosh. Employee must be comfortable with the use of a ladder. Employee must possess excellent customer service skills. Will be required to follow direction, maintain installation schedule and follow through with all necessary paper work. May be required to assist with outside sales. Due to the varied work load of this position, the employee needs to be able to work as a Groundman or a Plumas-Sierra Telecommunications Installer. Other general duties may be assigned in the line of progression.

Internet Technician (added 2/2004) (Amended 7-1-09)

The Internet Technician position requires the employee to demonstrate aptitude and willingness for technical skills, excellent customer service skills and excellent communication skills. Employee must possess a complete working knowledge of Internet applications, Product specifics, and networking operations as they pertain to PST, Internet Division. Employee will perform as either first and/or second level Technical Support for Internet customers. Employee will educate and assist customers with product information and choices. Employee will assist and support PSREC Information Systems. Employee must work with indirect supervision and be able to perform all tasks in the absence of the manager that pertains to PST, Internet Division. Other general duties as may be assigned in the line of progression. On-call hours (in rotation with other PST, Internet Division staff and management) will be required of this position and the schedule will be established through PST, Internet Division.

Senior Work Order/Accounting Aide II (Electric)

Employee must possess knowledge of overhead and underground line construction specifications. In addition will assist the Accountant in the preparation and maintenance of accounting records of the Cooperative and its subsidiaries and to complete accounts payable. Must have a working knowledge of the REA work order procedure, and REA Reporting. Is also responsible for the inventory, Work Order Accounting and Costing, Fixed Assets, CPR's, Accounts Payable systems as well as the line logs, and pole attachment logs. Must be familiar with the

cooperative's accounting system and office practices and procedures. Must possess basic PC skills. Must have strong skills in the following computer software: Orcom System, Microsoft Excel and Word.

Employee must have completed USDA Graduate school course CACCT 211 REA Borrower Accounting and U.S.D.A Graduate School CACCT 101 "principles of Accounting 1: Basic Principles" with a passing grade within eighteen months after starting position. The later requirement may be waived if employee demonstrates that he/she has gained an equivalent level proficiency through prior education or experience, however, employee must have passed the CACCT courses as described above in order to proceed to the top step. Other general duties as may be assigned in the line of progression. (Added 7-1-96) (7/98 This position is no longer open to bidding)

Senior Work Order Clerk (Electric)

An employee who is engaged in performing work under the general direction of the Line Superintendent/Office Manager.

Employee must possess knowledge of overhead and underground line construction specifications. Must have a working knowledge of the REA work order procedure, and REA Reporting. Is also responsible for physical inventory and office practices and procedures, work order accounting and costing, fixed assets, CPR's, accounts payable systems, as well as line logs and pole attachment logs. Must have the ability to operate computer system and general office equipment. Prior experience and/or U.S.D.A Graduate School course CACCT 211 REA Borrower Accounting with a passing grade within twelve months after starting this position. The latter requirement may be waived if employee demonstrates that he/she has gained an equivalent level of proficiency through prior education or experience, however, employee must have passed the CACCT courses as described above in order to proceed to the top step. Other general duties as may be assigned in the line of progression. (This position is no longer open to bidding) (Amended 7/1/08)

Work Order Clerk/Accounting Aid I (Electric)

An employee who is engaged in performing work under the general direction of the Line Superintendent/Office Manager.

Employee must possess knowledge of overhead and underground line construction specifications. In addition will assist the Accountant in the preparation and maintenance of accounting records of the Cooperative and its subsidiaries and to complete accounts payable. Must have a working knowledge of the REA work order procedure, and REA Reporting. Is also responsible for inventory, Work Order Accounting and Costing, Fixed Assets, CPR's, Accounts Payable systems as well as the, physical inventory, line logs, outage logs, and Pole attachment logs. Must be familiar with the cooperative's accounting system and office practices and procedures. Must possess basic PC skills. Must have strong skills in the following computer software: Orcom System, Microsoft Excel and Word. Be familiar with co-operatives accounting system and office practices and procedures. Must have the ability to operate the computer system and general office equipment. Previous sentence in not included in 2000-2003 Prior experience and/or must have completed USDA Graduate school course CACCT 211 REA Borrower Accounting and U.S.D.A Graduate School Course CACCT 101 "Principles of Accounting 1: Basic Principles" with a passing grade within eighteen twelve months after starting this position. The latter requirement may be waived if employee demonstrates the he/she has gained an equivalent level of proficiency through prior education or experience, however, employee must have passed the CACCT courses as described above in order to proceed to the top step. Other general duties as may be assigned in the line of progression.

Work Order Clerk (Electric)

An employee who is engaged in performing work under the general direction of the Line Superintendent/Office Manager.

Employee must possess knowledge of overhead and underground line construction specifications. Must have a working knowledge of the REA work order procedure and REA Reporting. Is also responsible for physical inventory, line logs, outage logs, and Pole attachment logs. Must be familiar with co-operatives accounting system and office practices and procedures. Must have the ability to operate the computer system and general office equipment. Prior experience and/or U.S.D.A Graduate School course CACCT 211 REA Borrower Accounting with a passing grade within 12 months after starting this position. The latter requirement may be waived if employee demonstrates the he/she has gained an equivalent level of proficiency through prior education or experience, however, employee must have passed the CACCT course as described above in order to proceed to the top step. Other general duties may be assigned in the line of progression.

Accounting Aide I

An employee whose primary duties are to assist the Accountant in the preparation and maintenance of the general accounting records of the Cooperative and its subsidiaries and to complete accounts payable. May also be required to perform duties contained in a lower job classification. Employee must have completed U.S.D.A Graduate School Course CACCT101 "Principles of Accounting 1: Basic Principles" with a passing grade within one year after starting this position. The latter requirement may be waived if applicant demonstrates that he (she) has gained an equivalent level of proficiency through prior education or experience. Other general duties as may be assigned in the line of progression.

Customer Service Representative Foreperson

An employee engaged in performing all classes of customer service work, having full charge of and directing the entire CSR work group. Responsible for scheduling work teams and the requisitioning of needed supplies and equipment. Responsible for the training of CSRs in the handling of consumer accounts, billing, complaints, collections, and computer operations as contained in lower job classifications. Responsible for maintaining a professional and high-level standard of customer service according to the cooperatives adopted principles. Will need to take direction from immediate supervisor and input from the rest of the Management Staff. Should have job expertise with not less than 3 years experience with electric, satellite, or Internet. Must be able to handle a variety of tasks and handle other duties as assigned in the line of progression. (Added 7/1/2001) (Amended 7/1/08)

Customer Service Representative

An employee who performs clerical work, which requires considerable knowledge of Cooperative procedures. Acts as cashier and prepares bank deposits. Operates two-way radio. Takes service orders by telephone and over the counter. Handles filing and prepares outage reports. May be required to assist Accounting Staff in routine general accounting work, which does not require technical bookkeeping skills. May be required to assist with service orders.

Must be able to answer customer questions and be able to handle routine billing, collection questions and consumer complaints. Can be assigned to make sure that all billing, collection, telephone and computer operations are performed. Able to perform A/R. Employee will be knowledgeable of PSREC and Telecom products and services and will provide product assistance to members and customers. Employee must be able to work with indirect supervision.

At top step, must be knowledgeable of cooperative lines of business, and expert in a specific line of business. Must be able to develop expertise in a cooperative line of business if assigned to that area.

May Include:

Scheduling of and communicating work with field personnel.

Opening, managing and assigning work orders.

Closing simple work orders, including tracking and assigning inventory.

First line trouble shooting/technical support for cooperative lines of business.

Other general duties in line with progression.

(Amended 7/1/08)

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

**By Occupational Groups
(Amended 10-29-04)**

Electric Over Head	Tree Trimming	Instrument and Testing	Clerical
General Foreman			
Line Working Foreman		Meter Technician/Foreman	Senior Work Order Clerk/Accounting Aide II Senior Work Order Clerk
Troubleman (1)		Meter Technician	Customer Service Representative Foreperson
Lineman	Professional Tree Faller	Meterman	Work Order Clerk/Accounting Aide I Work Order Clerk
Mechanic/Groundman (2)		Apprentice Meterman	Accounting Aide I
Apprentice Lineman	Tree Crew Foreman (3)	Meter Reader/Collector	Customer Service Representative
Groundman	Climber (3)	Helper	

Information Technology	Cooperative Seniority Only
SCADA Operator	
Internet Technician	
High Speed Internet Installer	Warehouse Person (5)

Notes on Line of Progression

1. Troubleman shall be considered as Lineman for bidding purposes.
2. Mechanic/Groundman cannot bid Lineman or above.
3. Members of the tree crews may assist the line crews as groundman or drivers.
4. Senior Work Order Clerk/Accounting Aide II, Senior Work Order Clerk, positions are no longer open to bidding.
5. Classifications labeled (5) shall accrue no Occupational Seniority and have bidding rights as defined in Title 15.3 (d).

**EXHIBIT D
JOINT APPRENTICESHIP TRAINING PROGRAM**

Cooperative will follow the guidelines and training for apprentices as set forth by IBEW Local 1245 JATC. Cooperative and Union agree to meet and discuss any issue that may arise either form the use of this program or the Apprenticeship program as a whole.

de evidence of further study

Repeat course at employee's expense.

Review – the above is not correct with today's operations

**EXHIBIT E
EMPLOYEE ASSISTANCE PROGRAM**

Establish and implement an Employee Assistance Program (EAP) jointly approved by the Union and the Cooperative covering substance abuse (drugs and alcohol) and Fitness-for-Duty.