

# **AGREEMENT**

**BETWEEN**

**Utility Tree Services, LLC**

**And**

**LOCAL UNION 465**

**OF THE**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, AFL-CIO**



**Term: June 1, 2022 through September 30, 2027**

**Mechanics effective as of January 23, 2023**

This Agreement is made and entered into this 23<sup>rd</sup> Day of January, 2023, by and between **Utility Tree Service, LLC**, hereinafter referred to as the "Company" and Local Union 465 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the "Union".

WITNESSETH THAT:

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

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

**ARTICLE I  
RECOGNITION**

1:1 For the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment, the Company recognizes the Union as the exclusive representative of all employees of the Employer regularly employed in California performing line clearance tree trimming, vegetation control, and Mechanics who maintain the vehicles and equipment who work on the premises of San Diego Gas & Electric in San Diego County.

1:2 The Company is engaged in rendering service to a public utility which renders service to the public, and the Union and the Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.

1:3 The duties performed by employees of the Company as part of their employment pertain to and are essential in operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement, the Union shall not call upon or authorize employees individually or collectively to cease or abstain from the performance of their duties for the Company, and the Company shall not cause any lockout.

1:4 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 the Company and its service to the public.

1:5 The Company and the Union support the principles of collective bargaining and self-organization and further, shall cooperate in promoting and advancing the mutual welfare of all concerned and in preserving the continuity of service to the public at all times.

1:6 It is the policy of Company and Union not to discriminate against any employee because of race, creed, sex, age, religion, color, disability, veteran status or national origin, as defined in any applicable federal and/or state law.

## **ARTICLE II UNION SECURITY AND ACTIVITY – MANAGEMENT RIGHTS**

2:1 (a) All employees covered by the terms of this Agreement shall be required to become and remain members of the Union or to pay an Agency Fee in lieu thereof as a condition of employment from and after the thirty-first (31<sup>st</sup>) day following the date of their employment, or the effective date of this Agreement, whichever is later.

(b) An employee who is or who becomes a member of the Union shall, as a condition of employment, maintain his membership in the Union.

c) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with any of provision of this Article.

2:2 Company shall deduct from their wages and remit to the proper officers of Union, the membership dues of the members of Union as provided in Subsection 2:1 who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union.

2:3 Upon written request from the Union, the Company shall within thirty-one (31) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.

2:4 If any dispute arises under the provisions of this Article; it shall be adjudicated under the grievance procedure provided for in this Agreement.

2:5 Company and the Union shall not discriminate against any employee because of his membership in Union or his activity on behalf of Union.

2:6 The Business Manager of the Union and/or his representatives shall have access to the Company's properties during regular working hours for the purpose of transacting Union business. The Union shall furnish the Company with a list of such representatives who shall be furnished with proper identification. This privilege shall not be abused by the Union, nor shall the Union interfere with normal work of the Company.

2:7 Company shall provide all new employees with appropriate membership application forms on the first day of employment. All materials necessary to accomplish the above including postage shall be furnished to the Company by the Union. Company will furnish the Union on a quarterly basis with the name, address and social security number of all new employees or those returning from an extended leave of absence (i.e., LTD, Family Medical Leave, etc.) covered by this Agreement.

2:8 Company shall permit Union members to put one approved Union decal not to exceed 2 inches in diameter on their hard hats.

## 2.9 Management Rights

(a) Except as expressly modified or restricted by a specific provision of this Agreement, all inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including but not limited to, the rights, in accordance with its discretion: to reprimand, suspend or discharge for just cause, or otherwise discipline employees for just cause; to determine and revise the number of employees to be employed; to hire employees, and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to train, retrain, and to test and determine their ability; to set and revise standards of work quality; to determine and change the equipment to be used and operated; to determine and change the staffing methods, means, and facilities by which operations are conducted; to control, regulate, delete or change the use of machinery, facilities, equipment and other property of the Employer and operating procedures pertinent thereto with the Employer providing employee training and education on operation of any new machinery and equipment; to schedule and reschedule work, jobs, and assignments; to introduce new or revised equipment and/or service or services; to determine the number, location and operation of bargaining unit work; to establish and revise safety standards; to conduct performance reviews of employees; to issue, amend and revise policies, rules, regulations, and practices not inconsistent with the specific terms of this Agreement; and to assure continuous performance of the unit's work. The enumeration of the above Employer's prerogatives shall not be deemed to exclude its other prerogatives not herein listed in this section.

(b) The Company maintains certain reasonable policies and practices by necessity, since all employment is based on successful execution of customer contracts which specify high standards of workmanship, conduct, productivity and safety. Violations of such policies and standards by employees, which shall be cause for disciplinary action or discharge, include but are not limited to (a) failure to observe safety rules, **(b) insubordination** (c) dishonesty, (d) repeated tardiness, (e) unexcused absence, (f) getting into altercations with, or using profane or abusive language to customers, property owners, and/or tenants and fellow employees during working hours, (g) gross carelessness in the performance of duties, (h) causing damage to Company equipment by carelessness or improper use, (i) unauthorized use of Company equipment, (j) use of alcoholic beverages or narcotics during working hours, and (k) falsifying records.

## ARTICLE III HOURS AND OVERTIME

3:1 A workweek is defined as seven (7) consecutive calendar days, from Saturday midnight to Saturday midnight. The basic workweek shall consist of five (5) workdays of eight (8) hours each and shall begin Monday and run through Friday, except when a job other than for a public utility is to be done on Saturday, then the Company may assign another day as a non-workday and Saturdays becomes a workday in the basic workweek. An extended workweek shall begin at starting time Monday and continue until the next Monday starting time. **The regular hours of work for all employees shall be from 7:00 a.m. to 3:30 p.m. with an unpaid meal period of thirty (30) minutes for lunch to start between the fourth (4th) and fifth (5th) hour shall constitute a workday; two (2), fifteen (15) minute breaks will be allowed per (8) hour day and every (4) hours thereafter or major infraction thereof. This break time provision applies to all work schedules under this Agreement.**

The regular hours of work may be changed by the Company at the request or direction of the public utility or governmental authorities, and by mutual agreement between the Company and the Union. The Company may change the start times by 30 minutes in either direction of the regular start time to meet the operational need without union approval. **Company may change start times up to 60 minutes in either direction but agrees to provide one weeks' notice of this change in work schedule and shall be effective for a minimum of one (1) full week.** Such a change in the regular hours of work shall not be deemed to require

the payment of overtime.

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

3:2 Employees shall report to work at pre-determined assembly points and shall return thereto at the conclusion of the day's work; and the time spent in traveling between such assembly points and the job site shall be considered as time worked.

3:3 Overtime and Recognized Holidays. All work performed outside of the regular scheduled working hours and on Saturdays, Sundays, and the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following, and Christmas Day, shall be paid for at double (2x) the regular straight-time rate of pay. Holidays falling on Saturdays and Sundays require the Employer to observe those holidays on a Friday or on Monday and the employees will receive premium time compensation on those Fridays or Mondays **if worked**.

3:4 **Employee may be required to work on the above designated holidays which fall on their workdays at the applicable OT rate.**

3:5 (a) Emergency Work: Employees who are required to report for emergency work on non- workdays, or outside of their regular hours of work on a scheduled workday or on holidays which they are entitled to have off, shall be paid overtime compensation for the actual work time and for travel time in connection therewith, but such travel time shall not exceed one-half (1/2) hour.

(b) Prearranged Overtime: When, at the request of the supervisor in charge, an employee reports for prearranged work (a) on workdays outside of his regular work hours, he shall be paid overtime compensation for actual work time; (b) on non-workdays or on holidays he shall be paid overtime compensation for actual work time. For the purpose of this section, prearranged work is deemed to be work for which advance notice has been given prior to the end of the employee's normal work hours on the preceding day. **Company agrees to make a good faith effort to provide employees with as much notice as possible, with a goal of 48 hours, of any pre-arranged overtime.**

3:6 Employees who report for work as provided in Section 3.5 (a) shall be paid a minimum of two (2) hours pay at the overtime rate. Employees who report for work provided under 3.5 (b) shall be paid a minimum of two (2) hours pay, at the overtime rate even if work is canceled for any reason. However, Company will not be required to pay overtime rate if the two (2) hour minimum goes into employees regular work hours on regular workdays.

3:7 Overtime work shall be distributed among employees in the same classification and in the same location as equally as is practicable.

3:8 The Employer may adopt a work schedule consisting of four (4), ten (10) hour days, Monday through Thursday or Tuesday through Friday at the straight time rate of pay with a thirty (30) minute unpaid meal period approximately half-way through the shift. Overtime shall be paid for hours worked outside of the scheduled hours. The Employer shall provide two weeks' notice of a four (4), ten (10) hour work schedule and shall be effective for a minimum of (3) three weeks. On weeks that include a holiday, the Employer may

adopt a four (4) day, ten (10) hour schedule for a one-week minimum, provided proper notice was given.

It is understood that the four (4), ten (10) hour work schedule is intended to afford employees a three day weekend. If the Employer schedules additional ten (10) hour days during the workweek, the schedule will be considered to have eight (8) hours of straight time and two hours of double time each day.

3:9 For mechanics, if the nature of the work requires alternate shifts (i.e. swing shifts), UTS may elect to start shifts between 5:00 AM until no later than 2:00 PM. An employee whose work period commences, for any reason, at 12:00 noon or thereafter, shall receive a one dollar and fifty cents (\$1.50) per hour shift premium. This shift will be for a minimum of one (1) week.

#### **ARTICLE IV INCLEMENT WEATHER**

4:1 Employees who report for work on a workday or for prearranged work on a workday and are unable to work in the field because of inclement weather, heat or other causes, shall be paid for actual time worked, if any, but not less than two (2) hours at straight-time rates. Employees receiving subsistence as provided for in Section 5:2 shall continue to receive subsistence in addition to the amount provided for under this Section.

(a) The determination for laying off on an inclement day shall not be at the discretion of the Foreman and the employees shall work on such days unless specifically notified otherwise by Company Supervision.

4:2 Subject to approval of the General Foreman or Supervisor, those employees who, due to inclement weather or other excused absences were prevented from working forty (40) straight-time hours in a given workweek shall be permitted to work on a non-workday within the same workweek the number of hours necessary to total forty (40) straight-time hours for the week, but not to exceed eight (8) hours. Make-up time shall be voluntary and will be paid at the straight time rate of pay.

#### **ARTICLE V EXPENSES**

5:1 If Company requires an employee to work two and one-half (2 ½) hours beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal period. Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefore. On a four-day ten-hour schedule, employees will be granted a meal period after one (1) hour of overtime. Company may prearrange employees with 4/10 schedules for ten-hour shifts on non-workdays. Employees provide their own first meal on prearranged shifts. Company is required to provide meal periods on emergency call-out shifts.

(a) If Company requires an employee to perform emergency work on days starting two (2) hours or more before regular work hours and such employee continues to work into regular work hours, the employee shall be afforded a meal period for every five (5) hours thereafter.

5:2 Time spent traveling to such temporary jobs on the first day of the assignment and from the temporary job on the last day of the assignment shall be paid for by Company. Company agrees to provide lodging

when the Company assigns employees over 100 miles from their regular assigned headquarters.

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

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

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

5:3 In other than emergency situations, the Company shall give at least forty-eight (48) hours' notice to an employee who is to be sent out of town for temporary work, in order that the employee may have time to prepare for the trip.

5:4 It shall not be a condition of employment for an employee use their personal automobiles or vehicles for Company's convenience.

5:5 Employees who are requested by the Company to use their personal automobiles for Company's convenience shall be reimbursed therefore at the appropriate rate as determined by the IRS for the mileage reimbursement.

5:6 Per Diems. A flat rate of fifty dollars (\$50.00) per day shall be paid for each day worked. Ground persons and VC Tech I and II will be eligible for twenty-five dollars (\$25.00) per day. **Voluntary Terminations:** A worker must work four (4) hours or until noon whichever is later, to be entitled to subsistence for the day. **Or who are not allowed to work, upon the decision of the employer.**

The Company shall pay for reasonable lodging for all classifications when working more than 100 miles from their yard with no more than two people per room and one person per bed.

On an emergency, declared by the Customer, the Employer shall provide meals and lodging to employees after sixteen (16) hours worked.

## ARTICLE VI SENIORITY

6:1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (1) an employee is discharged for cause; (2) except as otherwise modified by Section 10:3, an employee voluntarily terminates employment or voluntarily takes a layoff; (3) an employee has been laid off for more than six (6) consecutive months; or (4) an employee has violated the provisions of Article VII, Section 7:6.

6:2 New employees within the bargaining unit will be probationary employees until they have been employed

and actually worked within the bargaining unit for six (6) months (1040 hours) within any consecutive twelve (12) month period, and their seniority shall be adjusted accordingly. When employees complete six (6) months probationary period, their seniority date will be adjusted by moving their seniority date back six (6) months from the completion date. During the probationary period, Company may demote, lay off, discipline or terminate such employee and such action shall not be subject to the grievance procedure.

6:3 Any employee entering the Trimmer Trainee classification with one (1) year or less of seniority will be subject to a six (6) month classification probationary period. Company may demote, layoff or terminate such employee and such action will not be subject to the grievance procedure. This section does not apply to mechanics.

6:4 Company shall furnish the Union with a seniority list including wage rates and division location by General Foreman area of all employees covered by this Agreement and shall keep the Union advised of all deletions or corrections at three (3) month intervals upon a request from the Union. This section does not apply to mechanics.

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

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

- (1) The Company will make a good faith effort to retain Union line clearance, vegetation control personnel, and Mechanics who formerly worked the area.
- (2) With respect to employees who are hired within thirty (30) days of the Employer assuming a contract from another contractor:
  - a.) Employees who previously served a probationary period under a line clearance collective bargaining agreement shall be subject to a ninety (90) day probationary period with this Employer.
  - b.) Company agrees to place former employees of another contractor on the wage scale under this Agreement based upon the length of experience in the job classification the employee has with the other contractor. The Company reserves the right to require evidence of the wage rate paid to these employees by the other contractor.
  - c.) For purpose of determining unpaid vacation, the length of continuous union membership in Local 465 will be used.
  - d.) For purposes of transfer, demotion, promotion and layoff, the Company seniority will be used.

6:7 The continuity of an employee's service shall not be broken by absence for any of the following reasons, and his Company seniority shall accrue for the period of any such absence.

(a) Induction, enlistment, or active duty in the Armed Forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment.

(b) Absence on Union business not requiring a leave of absence.

(c) Absence by reason of authorized leave of absence without pay. Written request must be sent to the Company office.



- (d) Absence due temporary disability incurred on the job while working for the Company.

## ARTICLE VII LEAVES OF ABSENCE

7:1 A leave of absence without pay may be granted to regular employees with six (6) months or more of continuous service for urgent, substantial reasons, provided adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. A leave will not be granted if the purpose for which it is requested may lead to the employee's resignation.

The Company shall grant a leave of absence when required by the Family and Medical Leave Act. Claims to enforce such leave requests shall not be brought under the grievance and arbitration provisions of this Agreement.

7:2 A leave shall commence on and include the first workday on which an employee is absent and terminate with and include the workday preceding the day he or she returns to work. The employee shall be restored to employment on the termination of his or her leave of absence. If during an employee's leave of absence a reduction in forces was necessary, the restoration of the employee to active employment would depend upon the application of Article X.

7:3 Except as otherwise provided herein, an employee's seniority shall not accrue while he is on leave without pay. However, an employee's status as a regular employee shall not be impaired by a leave of absence.

7:4 Company shall at request of Union grant a leave of absence without pay for three (3) years or less to an employee who is appointed or elected to any office or position in the Union and whose services are required by the Union.

7:5 A leave of absence under the foregoing conditions shall be granted to an employee who enters 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 provides for re-employment.

7:6 If an employee fails to return immediately on the expiration of his leave of absence, or if he accepts other employment while on leave, or if he makes an application for unemployment benefits while on leave, he shall thereby forfeit the leave of absence and terminate his employment with the Company.

(a) If any employee applies for unemployment compensation at any other time other than after layoff or discharge, he shall terminate his employment with the Company.

7:7 Any employee who is called upon to be absent from duty due to a death in his immediate family shall be excused, without pay, for a reasonable time, not to exceed **five (5) days**, in order to permit him to make arrangements for and to attend the funeral. "Immediate family", as used in this paragraph, means the employee's father, mother, son, daughter, brother, sister, husband, wife, grandmother, grandfather, and mother and father of the current spouse, step father, step mother, step son or step daughter. **If more than three (3) days are needed, the company agrees to allow up to two (2) additional bereavement days off that will be charged to employees available floating personal days or unpaid vacation time to cover the absence.**

## **ARTICLE VIII WAGES**

8:1 The minimum wages to be paid employees of the Company covered by this Agreement shall be as set forth in Appendix A.

8:2

(a) Six-month wage steps shall be granted when the employee has worked at least nine hundred and fifty (950) hours and six (6) months since the last wage increase and the employee continues to make satisfactory progress in completing the Company's Line Clearance training program requirements. The Company agrees to make the line clearance training requirements available in the time specified for the Step. This section does not apply to mechanics.

(b) After six months at the 18-Month Climber Trainee rate, the Trainee shall be promoted to the Climber classification and wage rate upon successfully passing all the requirements of the Company Line Clearance Tree Trimmer Certification Program. This section does not apply to mechanics.

8:3 Definitions.

- a) Vegetation Control Technician (VC). The Company shall make Pre-inspection training available at least annually. Training shall be paid by the Company and offered equitably to all VC 3 employees. If a VC 3 employee applies and fails the Pre-inspection testing and desires to be tested a second time or more, the Company may require the employee to use employee's own time to retest. The Company agrees to apply this requirement equitably amongst all VC 3 employees. If any employee uses his/her own time, such time off will be considered an excused absence. The employee shall have the choice to apply their Floating Personal Days towards this testing day.
- b) Working Foreman: An employee who is in charge of a crew not more than five men including himself, engaged in line clearance work. (In the application of Article X, the Company need not consider the application for promotion to this classification from any employee having less than one year of experience in the Climber classification.)
- c) Journeyman Tree Trimmer is defined as: A person who has completed a minimum of 18 months of related training and on-the-job experience, is familiar with the special techniques and hazards involved in line clearance tree trimming operations and upon successfully passing all the requirements of the Company Line Clearance Tree Trimmer Certification Program.
- d) A line clearance tree trimmer trainee is a worker regularly assigned to a line clearance tree trimming crew who in the course of such training, has demonstrated the ability to perform the assigned duties safely at that level of training.
- e) A Specialized Tree Equipment Operator is one who is operating specialized tree equipment such as a right-of-way mower, Jarraff, etc.
- f) A PM Tech performs basic auto & equipment maintenance tasks including and similar to, but not limited to the following.

- PMI inspections
  - Lights
  - Inspect, adjust, and replace alternator (generator) drive belts, and check alignment.
  - Drain, flush, and refill cooling system with recommended coolant; bleed air from cooling system as required. Inspect water pump, housing, and replace hoses.
  - Change engine oil and filter(s) check drive axle fluid level and condition; determine needed service (service filter, fluid); add proper type and amount of lubricant using correct fill procedure.
  - Washing/cleaning of all company vehicles & equipment
  - Fueling of vehicles
  - Inspection and replacement of safety devices (e.g. fire extinguishers) as needed
- g) A Tier 1 Mechanic performs basic auto & equipment maintenance tasks including and similar to, but not limited to the following, and is a current CDL holder.
- Same duties as PM Tech
  - Verify the complaint and/or road test vehicle; review driver complaint and past maintenance documents (if available); determine further diagnosis.
  - Inspect engine assembly for fuel, oil, coolant, and other leaks, inspect engine compartment wiring harness, connectors, seals, locks, vacuum hoses; check for proper routing and condition; determine needed repairs
  - Inspect, adjust, and replace alternator (generator) drive belts, pulleys, tensioners, fans and check alignment.
  - Mechanical/foundation brakes repair
  - Mechanical/foundation and wheel bearings
  - Hydraulic brakes repair
  - Company equipment: knives/blades replacement, handheld equipment
  - Other maintenance or repair as directed by senior tradesman or management PMI inspections
  - Must obtain and maintain a valid CDL license where the work is being performed
- h) A Tier 2 Mechanic performs basic auto & equipment maintenance, major repairs, and tasks including and similar to, but not limited to the following, and is a current CDL holder.
- Fuel, Air Induction, and Exhaust Systems Diagnosis and Repair: - Diagnose fuel system related problems such as no-starting, hard starting, poor drivability, incorrect idle speed, poor idle, flooding, hesitation, surging, engine misfire, power loss, stalling, reduced fuel economy, and emissions problems; determine root cause; determine needed repairs.
  - Interpret ignition system related diagnostic trouble codes (DTCs); determine needed repairs.
  - Diagnose noises and/or vibration problems related to engine performance; determine needed action.
  - Diagnose the cause of unusual exhaust color, odor, and sound; determine needed action.

- Diagnose engine mechanical, electrical, electronic, fuel, and ignition problems with an oscilloscope, engine analyzer, digital multimeter (DMM), and/or scan tool; determine needed action.
- Read and interpret electrical schematic diagrams and symbols.
- Test and diagnose emissions or drivability problems caused by battery condition, connections, or excessive key-off battery drain; determine needed repairs.
- Perform starter current draw test, starter and charging circuit voltage drop tests; determine needed action. Inspect, test, and repair or replace components, connectors, and wires in the starter and charging control circuits.
- Test and diagnose engine performance problems resulting from an undercharge, overcharge, or a no-charge condition; determine needed action.
- Lubrication and Cooling Systems Diagnosis and Repair (Internal Engine or Inspect and replace radiator. Repair/replace fan (both electrical and mechanical), fan clutch, fan shroud, and cooling fan electrical circuits.)
- Clutch Diagnosis and Repair: Diagnose clutch noise, binding, slippage, pulsation, vibration, grabbing, and chatter problems; determine cause of failure and needed repairs.
- Driveshaft and Universal Joint Diagnosis and Repair
- Drive Axle Diagnosis and Repair Diagnose drive axle unit noise and overheating problems; determine needed repairs.
- Air and Hydraulic Antilock Brake Systems (ABS), Automatic Traction Control (ATC), and Electronic Stability Control Systems
- Suspension System Diagnosis and Repair
- Steering System Diagnosis and (Repair Steering Box, King Pins)
- Mechanical Systems - Install supplied gaskets, verify correct fasteners and lock tabs; install PTO, torque to specifications. Test operation of PTO; check for unusual noises and leaks; check shifter operation. Install PTO driveshaft. Diagnose the cause of abnormal PTO/component wear.
- Welding
- Equipment – Boom, cutting drums on chippers.
- Engine R&R
- Transmission R&R
- Major components R&R
- Observe and interpret instrument panel gauge readings. Differentiate between electrical and mechanical problems that cause a slow crank, no-crank, extended cranking, or a cranking noise condition.
- Lubrication and Cooling Systems Diagnosis and Repair (External components, Inspect, test, and replace thermostat, coolant by-pass, and thermostat housing, seals, hoses, and fittings. Inspect and test coolant
- Drive Axle Diagnosis and Repair Diagnose drive axle unit noise and overheating problems; determine needed repairs. Check and repair fluid leaks; inspect and replace drive axle housing cover plates, gaskets, sealants, vents, magnetic plugs, and seals.
- Air Brakes Diagnosis and Repair. Air Supply and Service Systems (if applicable)

- Mechanical/Foundation Brakes Diagnosis and Repair
  - Mechanical/Foundation and Wheel Bearings
  - Parking Brakes
  - Hydraulic Brakes Diagnosis and Repair
  - Air and Hydraulic Antilock Brake Systems (ABS), Automatic Traction Control (ATC), and Electronic Stability Control Systems (Replace or adjust sensors)
  - Steering System Diagnosis and Repair (Hydraulic Pump, Hoses)
  - Hydraulic Systems, Pumps, Filtration/Reservoirs (Tanks), Hoses, Fittings, and Connections
  - Minor cosmetic repair, panels, spot welding
  - Air and Hydraulic Antilock Brake Systems (ABS), Automatic Traction Control (ATC), and Electronic Stability Control Systems (Replace or adjust sensors)
  - Steering System Diagnosis and Repair (Hydraulic Pump, Hoses)
  - Hydraulic Systems, Pumps, Filtration/Reservoirs (Tanks), Hoses, Fittings, and Connections
  - Minor cosmetic repair, panels, spot welding
  - Provide supervision and oversight for PM Techs as required
  - Must obtain and maintain a valid CDL license where the work is being performed. The current mechanics will be provided a grace period of 6 months to 12 months to obtain a CDL
- i) A Tier 3 Mechanic performs basic auto & equipment maintenance, major repairs & overhauls, and tasks including and similar to, but not limited to the following, holds a certification through accredited third-party program (e.g. ASE), and is a current CDL holder.
- Computerized Engine Controls Diagnosis and Repair Research OBD II system operation to determine the enable criteria for setting and clearing diagnostic trouble codes (DTCs) and malfunction indicator lamp (MIL) operation. Perform appropriate drive cycle to determine system condition and verify repair effectiveness. Interpret OBD II scan tool data stream, diagnostic trouble codes (DTCs), freeze frame data, system monitors, monitor readiness indicators, and trip and drive cycle information. Remove and replace the powertrain/engine control module (PCM/ECM); reprogram as needed.
  - Cylinder Head and Valve Train Diagnosis and Repair, Engine Block Diagnosis and Repair
  - Perform engine manifold vacuum or pressure tests, perform cylinder compression test, perform cylinder leakage/leak-down test; determine needed action.
  - Remove and replace differential carrier assembly. Inspect and replace differential case assembly including spider/pinion gears, cross shaft, side gears, thrust washers, case halves, bearings and races.
  - ASE Certificate or equivalent from a certified program
  - Air conditioning system repair
  - Engine rebuilds
  - Transmission rebuilds
  - Provide supervision and oversight for PM Techs and Mechanics as required

- Must obtain and maintain a valid CDL license where the work is being performed. The current mechanics will be provided a grace period of 6 months to 12 months to obtain a CDL

8:4 Employees may elect to have their paycheck directly deposited into a bank account or mailed (using the United States Postal Service regular First Class Mail) to them. The parties hereto strongly encourage employees to be paid by direct deposit.

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

8:5 An employee shall be paid at the wage rate established for his/her classification. When an employee is temporarily assigned to work in a classification higher than his regular classification for four (4) hours or more during the day, he shall be paid no less than the minimum rate established for such classification for all time worked in the assigned classification.

When an employee is temporarily assigned to work in a classification higher than his regular classification for emergency call out work, he shall be paid no less than the minimum rate established for such classification for all time worked in the assigned classification.

8:6 When Climbers are hired, due consideration shall be given to their previous experience in work similar to that covered by this Agreement and they may be credited for the equivalent value of such experience in the Climber's wage schedule, as determined by the Company. This section does not apply to mechanics.

8:7 Company and Union may agree to additional classifications and/or revisions of existing classifications and wages with respect thereto during the term of this Agreement. When Company and Union reach agreement on the wage rate for the new classification and/or revised classification, it shall be retroactive to the date when the classification was first established or revised.

~~8:8~~ Company expects that in each step of the Climber Trainee Program, an employee performs certain job requirements for advancement. Company will evaluate, record and document the employee's job performance. The employee must also successfully complete any written examination associated with each step. The employee shall be advanced in the Trainee Program, once the employee has successfully completed all associated requirements (time in position, performance, driving, observance of safety rules, and testing). This section does not apply to mechanics.

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

## **ARTICLE IX PROMOTION AND TRANSFER**

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

factors being sufficient give preference on the basis of seniority. This section does not apply to mechanics.

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

9:2 Requests for promotion or transfer shall expire at the end of six (6) months from the time of receipt by Company unless the Company has within the six (6) month period, received a request for extension. If such request for promotion or transfer is offered and the employee refuses, the request becomes null and void and he/she shall resubmit his/her request no sooner than six (6) months after the original request. This section does not apply to mechanics.

9:3 Company may either promote a lower classification or transfer an employee in the same classification, if a job is not filled under Section 9:1. This section does not apply to mechanics.

9:4 Whenever a temporary vacancy occurs in any job classification, the Company may fill it by appointment. If practicable, the Company shall fill such vacancy with the senior qualified employee in the next lower classification within the headquarters. Temporary vacancies shall be those vacancies caused by the absence of an employee due to industrial injury, leave of absence, vacation or sick leave and additional jobs which the Company contemplates will be of ninety (90) days' duration or less.

9:5 Whenever the Company establishes a new headquarters or additional crews, employees within that geographical division shall be notified a sufficient time in advance to enable them to file a request for transfer or promotion to the new headquarters or crew. The Supervisor in the geographical area will notify the area Business Representative of new crew locations.

**9.6 Pole Brushing employees may submit a written request for transfer to the Trimmer Trainee classification. The Employer agrees to give first consideration to such employees when hiring for the Trimmer Trainee classification. Employees on the Tree Trimming department may submit a written request for transfer to the Pole Brushing classification. The Employer agrees to give first consideration to such employees that are qualified when hiring for the Pole Brushing classification and be limited to positions that are open and available.** This section does not apply to mechanics.

9:7 Employees who accept a promotion to a new headquarters will indicate in writing that he understands that acceptance of the promotion establishes him in a new permanent headquarters without lodging.

9:8 For mechanics, subject to the availability of positions, which UTS shall determine in its sole discretion, UTS may offer progression from Tier 1 Mechanic to Tier 2 Mechanic no later than 18 months after an employee becomes a fully qualified Tier 1 Mechanic. If an employee requires additional training to advance from Tier 1 to Tier 2, UTS will offer on-the-job training to the employee(s) at no cost and during UTS paid time. The employee must complete such training within six months. The employee's failure to complete such training within this period shall relieve UTS of any obligations to advance the employee and to provide the training during paid hours.

9:9 Subject to the availability of positions, which UTS shall determine in its sole discretion, UTS may offer progression from Tier 2 Mechanic to Tier 3 Senior Mechanic no later than 18 months after an employee

becomes a fully qualified Tier 2 Mechanic. If an employee requires additional training to advance from Tier 1 to Tier 2, UTS will offer on-the-job training to the employee(s) at no cost and during UTS paid time. The employee must complete such training within six months. The employee's failure to complete such training within this period shall relieve UTS of any obligations to advance the employee and to provide the training during paid hours.

9:10 If, in UTS's sole discretion, any current mechanic meets the job and training requirements in this Letter Agreement for an available position in a higher classification, UTS may advance that mechanic to the tier that meets his or her qualifications in advance of the 18 months' time requirement.

## **ARTICLE X DEMOTION AND LAYOFF**

10:1 In the event reduction of forces or curtailment of operation shall occur, employees shall be laid off in the reverse order of their Company seniority in the area in which they are working at the time of the reduction. The application of this Section to an employee working temporarily in an area shall apply only to the extent that it affects him/her in his/her regular area.

10:2 An employee who has six (6) months or more of continuous Company service and whose job is being eliminated, may request to displace an employee with less seniority than his/her own in the following sequence:

- (a) the employee in the same classification in the District who has the least seniority;
- (b) the employee in the lower classification in the District who has the least seniority;
- (c) no employee may displace another employee who has greater Company seniority than his/her own.

10:3 If Company cannot effect a displacement in accordance with Section 10:2 or if an employee requests not to take a demotion as provided in Section 10:2(b), an employee who has one (1) year or more continuous service with the Company may elect to displace an employee with less seniority than his/her own in the following sequence:

- (a) the employee in the same classification in the area *working for the same customer* who has the least seniority;

- (b) no employee may displace another employee who has greater seniority than his/her own, except as provided in Article 10:3(c) below;

- (c) Foremen and Climbers who possess a current commercial driver's license, and airbrake endorsement when required by the Company, may displace the next \*senior employee in their classification (\*this senior employee shall be the least senior of those employees in the same classification by District) who has no commercial driver's license and/or airbrake endorsement, if the vehicle of the crew being displaced requires an airbrake endorsement. In the event a Foreman is displaced subject to this Article, he/she shall be reclassified to the top climber classification. Foremen and climbers shall maintain all demotion and layoff rights to those crews consisting of vehicles they are licensed to operate.

10:4 The Company shall give employees whose jobs are eliminated as much notice as possible. Employees desiring to exercise the provisions of Section 10:2 or 10:3 shall give the Company notice of at least five (5)



workdays.

10:5 If in the application of the provisions of this Article an employee in a classification which, in the normal line of progression, is higher than an Trainee classification can effect a displacement in such classification, the former shall not take such Trainee classification but shall be given the rate of classification next higher thereto.

## **ARTICLE XI FLOATING PERSONAL DAYS**

11:1 Effective January 1<sup>st</sup> of each year, employees will be eligible for forty (40) hours of floating personal days. These floating days may be used to pay for time off on one of the recognized holidays for purposes of sick leave or for personal absence with advance permission from a Supervisor. New employees will be eligible for forty (40) hours upon completion of ninety (90) days of service.

## **ARTICLE XII VACATIONS**

12:1 Employees will be eligible for unpaid vacation based upon the following schedule:

After 1 year:	5 days
After 2 years:	10 days
After 10 years:	15 days

12:2 An employee shall be allowed up to three (3) excused absence days per year, to be taken one (1) day at a time, for emergency situations. An employee must use a floating personal day, if they have it, to compensate for the emergency day off. In either case, the employee shall notify their Supervisor prior to the scheduled workday. If the attempt to contact the Supervisor is unsuccessful, the employee shall notify the Company Office at least ninety (90) minutes prior to the start of the scheduled workday. The employee must provide documentation to substantiate the emergency or attest to the reason.

12:3 Vacation arrangements must be scheduled with the employee's immediate supervisor. Vacation shall not be cumulative from year to year but must be taken in the year in which it is due. In case of conflict over scheduling of employee's vacation periods, seniority shall be the determining factor (except as specified below). If vacation is pre-approved in writing by the supervisor no less than 30 days or more than 60 days prior to the dates (s) requested off, such vacation can't be revoked and seniority would not be the determining factor.

12:4 Employees will be permitted their choice of vacation time on a seniority basis. If it can do so without interfering with the work in progress, Company shall permit vacation at any time during the calendar year.

## **ARTICLE XIII SAFETY**

13:1 The Company and the Union recognize that there is a common interest in safety on the job and agree to cooperate in the development and promotion of this common interest.

13:2 Company reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules. A copy of the rules will be furnished to the Union.

13:3 Company shall hold safety first aid meetings for all employees at least once a month. The meetings shall be held at pre-designated locations during regular work hours, and shall be no less than one-half (1/2) hour in duration.

Each crew shall have daily tailboard briefings on-the-job which shall outline the safe and proper methods of performing the day's work.

All trucks must be equipped with a proper first aid kit which must be kept fully stocked.

13:4 Upon request of the Union, Company shall meet with the Union at such times and places as may mutually be agreed upon. At such meetings, the Union may submit suggestions to Company concerning the revision and enforcement of safety rules.

13:5 The Electrical Safety Orders of the state where employed shall apply when employees are working in proximity of energized conductors.

13:6 The Company shall report to the Union any lost-time industrial injury which has been reported to Company. Said notice shall be furnished to the Union at the same time the Company reports the injury to its Workmen's Compensation Insurance carrier. In the event the Company is self-insured for purposes of Workmen's Compensation, then such notice shall be given to the Union within five (5) days after the injury has been reported to the Company.

13:7 Employees will be required on their own time to attend first aid and CPR training. Employees will be required to obtain and maintain a current card or certificate of completion of first aid and CPR training. Company will pay for the materials involved in the first aid and CPR training, upon employees' proof of completion and receipt for materials purchased by the employee. Company and Union will cooperate in assisting employees in this program.

#### **ARTICLE XIV MISCELLANEOUS**

14:1 Private tree work shall be subject to Company policy. This section does not apply to mechanics.

14:2 The Company shall furnish all necessary tools and equipment. Employees will be responsible for the tools and equipment issued to them providing the Company provides a safe place for storage. Employees may be required to pay for tools lost or damaged due to gross negligence.

14:3 Whenever two regular Foremen are assigned to work one truck, the junior Foreman in seniority at that assembly point shall be assigned and receive Top Climber wages for the time worked.

Whenever, two regular Foremen are assigned to a three-man crew, the Junior Foreman in seniority will have the option to take vacation or PTO in lieu of demotion to Top Climber. This section does not apply to mechanics.

14:4 If an employee becomes injured on the job to the extent that he cannot perform the work of his classification, Company may give such employee light work, when available, within his ability to perform for which he shall be compensated at the rate of pay established for such work.

14:5 Employees shall report to work dressed in suitable attire to perform their duties and shall be neat and clean in appearance.

14:6 Company requires all Foremen, Climbers and Trainees to have and maintain a Commercial Drivers License as a condition of employment (**Class A or B**). All, Climbers and Trainees will receive an additional \$.10 per hour above their pay classification for maintaining a Commercial Drivers License. The Company will provide a truck for testing purposes. All Top Climbers shall receive an additional \$0.13 an hour above their classification pay for maintaining a Commercial Drivers License with airbrake endorsement (this is equal to \$270.40 per year if the employee is compensated for every straight-time hour within a year). This section does not apply to mechanics.

14:7 Employees shall be required sign all written performance notices to acknowledge receipt and the employee shall be furnished a copy of the notice.

14:8 Tree Trimmer Trainees will be under the direction of the currently approved "Area Tree Training Agreement" between UTILITY TREE SERVICE, LLC and IBEW Local Unions 47, 465 and 1245 and shall govern all matters of training for Tree Trimmer Trainees and the financing thereof, as set forth in the Area Tree Trimming Training Agreement. The contribution rate shall be one- and one-half percent (1.5%) of the straight time hourly rate for all working classifications set forth in this Agreement (except for those listed below) for all hours worked.

- Groundman (start)
- VC Tech 1
- Tier 3 Senior Mechanic
- Tier 2 Mechanic
- Tier 1 Mechanic Medium/Heavy duty vehicles with CDL
- PM Tech

14:9 Company may utilize third-party providers for repair & maintenance of its vehicle and equipment fleet in cases such as the following:

- Original Equipment Manufacturer (OEM) specifies warranty or other requirements.
- Routine maintenance for fleet at quick-service shops.
- Lack of suitable facility to perform the work safely, reasonably, legally with in-house resources.
- Inability to complete work within time period needed to operate the machinery or vehicle.

If one or more of these conditions is present and necessitates a reduction in the workforce, UTS will provide advance notice to employees and IBEW 465 and make every effort to place affected employees into other positions that are reasonably available and aligned with the employee's skills.

In case UTS should subcontract any work normally done by employees in the bargaining unit, UTS shall, before awarding such contract, advise the subcontractor that work covered by this agreement shall be covered by these terms and conditions for any UTS-owned equipment. UTS will not subcontract work consistently performed by the regular forces purely for the purpose of conducting a reduction-in-force.

#### 14:10 Evaluation of Employees

UTS shall perform an evaluation of its current and prospective employees performing covered maintenance work. UTS shall assign an appropriate job classification to each employee based on demonstrated work experience and capabilities in alignment with the Job Classification Requirements listed above.

UTS will place all current mechanics employed by UTS doing work on SDG&E property at the time of ratification at the Tier 2 Mechanic rate (90% of JTT) unless UTS's evaluation demonstrates placement at a different classification. If UTS determines that any employee does not meet the requirements of the Tier 2 Mechanic classification, UTS will offer on-the-job training to current employees at no cost and on UTS paid time. If UTS determines that any employee meets the requirements of an available position in the Tier 3 Senior Mechanic classification other than the required certification, UTS will grant a grace period of six months to twelve months to obtain a certification through an accredited third-party program (e.g. ASE).

## ARTICLE XV GRIEVANCE PROCEDURE

15:1 A grievance is hereby defined as a claim of a violation of any specific provisions of this Agreement. No grievance shall be considered unless it has first been presented within fifteen (15) working days of the alleged occurrence or the date the employee or Union should have reasonably become aware of the incident which is the basis for the grievance. Grievances will be considered and adjusted by conference as follows:

15.2 As the initial step in the adjustment of a grievance, it shall be presented to the General Foreman by the Union Shop Steward or in the absence of a Shop Steward, by an authorized Union Representative within the time limit set forth above. Upon mutual agreement the parties shall meet to discuss the grievance; otherwise, the parties shall discuss the grievance by telephone. The General Foreman shall make his/her reply to the person presenting the grievance within ten (10) working days of receipt of the grievance or of the meeting, if held. The General Foreman and the Shop Steward or Business Representative shall state the reasons in writing as to why they have been unable to resolve the grievance at this level, when and if, it becomes necessary to refer to the next step of the grievance procedure.

15.3 If a grievance is not settled satisfactorily under Section 15:2, it shall be presented in writing by the Union to the Supervisor within **ten (10) working** days, following receipt of the General Foreman's reply, setting forth the following:

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

Upon mutual agreement the parties shall meet to discuss the grievance; otherwise, the parties shall discuss the grievance by telephone. The Supervisor shall reply in writing within ten (10) working days after the receipt or the grievance meeting setting forth the Company's position on the grievance. The Supervisor and the Business Representative shall state the reasons in writing as to why they have been unable to resolve the grievance at this level, when and if, it becomes necessary to refer to the next step of the grievance procedure.

15:4 If a satisfactory settlement cannot be reached under Section 15:3, it shall be referred to the Union Business Manager or Representative and the Company's Regional Manager or Representative in writing within three (3) working days. The grievance meeting shall be held within thirty (30) **calendar** days of the submission by the Union of the matter in question. The Company Representative shall give a written answer to the grievance within ten (10) working days of the grievance meeting.

15:5 If no satisfactory settlement is arrived at under Section 15:4, either party may within **fifteen (15) working** days of the Company's response, request in writing that the grievance be referred to arbitration.

15:6 After a grievance has been appealed to arbitration, representatives of each party shall meet for the purpose of attempting to agree upon a neutral arbitrator. In the event the parties are unable to agree, the moving party shall request the Federal Mediation and Conciliation Service to

submit a list of at least seven (7) arbitrators who are members of the National Academy of Arbitrators. A name shall be selected from the list agreeable to both parties. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall, without delay, hear the evidence and render his decision in writing, which shall be final and binding upon both parties.

Either party may call any employee as a witness in any proceeding before the Arbitrator. If the employee is on duty, the Company agrees to release such employee from duty so he/she may appear as a witness. Each shall bear the expense of its own witnesses.

The Arbitrator shall have no right to add to, subtract from, alter, amend or modify any of the terms of this Agreement.

## **ARTICLE XVI HEALTH & WELFARE**

16:1 The parties signatory hereto shall enter into a Health and Welfare Plan for which there is a Trust Agreement, known as the Line Construction Benefit Fund, for the purpose of providing insurance benefits for eligible employees and/or their dependents.

Each Employer employing workers under this Agreement shall pay to the Line Construction Benefit Fund the sum of up to **\$7.00** for each hour worked effective **June 1, 2022**, for all working classifications in the Agreement for the term of the Agreement. Hours worked shall be deemed to include straight-time hours worked, overtime hours worked, and report time not worked.

Remittance shall be forwarded to the place designated by the parties hereto on or before the fifteenth (15th) day of each month for each hour worked in weekly payroll periods ending during the preceding month, together with a monthly payroll report on a form to be furnished to the Employer.

It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an Employer financed Health and Welfare Trust and that contributions thereto shall not be deemed to be wages to which any employee shall have any right other than the right to have such contributions paid over to the Trust fund in accordance herewith.

Failure of an individual Employer to make all payments provided for, including liquidated damages for late payments, within the time specified, shall be a breach of this Agreement and will further require action by the Trustees as set forth in the Trust Agreement.

Any increase in the required contribution set forth above will be paid equally (50% by the Employer and 50% by the Employee). The amount paid by the Employee will come from their NEAP Contribution.

16:2 HRA: The Employer also agrees to pay into the Line Construction Benefit Fund \$1.00 per hour (\$1.00 is the required and maximum per hour contribution allowed). Effective **June 1, 2023**, the contribution will increase to **\$1.10** per hour (**\$1.10** is the required and maximum per hour contribution allowed). Effective **June 1, 2024**, the contribution will increase to **\$1.20** per hour (**\$1.20** is the required and maximum per hour contribution allowed). Effective **June 1, 2025**, the contribution will increase to **\$1.30** per hour (**\$1.30** is the required and maximum per hour contribution allowed). Effective **June 1, 2026**, the contribution will increase to **\$1.40** per hour (**\$1.40** is the required and maximum per hour contribution allowed) through the term of this

Agreement. HRA is calculated on all hours worked for all working classifications covered by this Agreement. These contributions shall be used to provide Health Reimbursements Accounts(s) under the Line Construction Benefit Fund Plan of Benefits.

## **ARTICLE XVII**

### **NEBF**

17:1 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

## ARTICLE XVIII NEAP

18:1 It is agreed that in accord with the IBEW-District Ten-NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended, and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan ("NEAP"), effective the first of the month following the signature date of this Agreement the individual employer will forward monthly to NEAP's designated collection agent an amount equal to the specific contribution amounts set forth on the attached Exhibit A with a minimum contribution amount of twenty-five cents (\$0.25) (the contribution obligation) together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon 72 hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of his labor agreement.

The required NEAP contribution is to be paid on all hours worked.

## ARTICLE XIX ADMINISTRATIVE MAINTENANCE FUND (AMF)

19:1 **All employer's signatory to this labor agreement shall contribute .1% of their gross monthly payroll payable (capped at \$3,000,000 in paid gross payroll per calendar year) to the Administrative Maintenance Fund for each hour worked by each employee covered by this Agreement. The monies are for the purpose of administration of the monthly payroll reporting system [ePR system], including but not limited to setting up the employers in the system, answering questions, processing reports, troubleshooting, and managing the entire process. The Administrative Maintenance Fund contributions shall be submitted with all other fringe benefits covered by this Labor Agreement by the 15<sup>th</sup> of the month. This fund shall be administered solely by the Western Line Constructors Chapter, Inc. NECA [Chapter] and will not be used to the detriment of the Local Union or the IBEW. Enforcement for delinquent payments to this fund shall be the sole responsibility of the Chapter.**

*Note: This equates to a cap of \$3,000 on any one Contractor reporting under these non-NECA Agreements.*



## **ARTICLE XX JURY DUTY**

20:1 Any employee who may be called for jury duty shall be permitted to be absent for a maximum of three (3) weeks.

## **ARTICLE XXI MOST FAVORED NATION**

21:1 If the Union grants to any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract with any wages and/or fringe benefits less favorable to the employees covered under such an agreement than any wage and fringe benefits applicable to employees covered under the instant Agreement, the Company or its successors or assigns, may at the Employer's option, incorporate into the instant Agreement any of the wages and/or fringe benefits provided for in such other contract without regard to any geographic limitations contained in such other contract. Said incorporation of more favorable terms into the instant Agreement may be done at any time by the Employer informing the Union in writing of said incorporation, and may, at the sole discretion of the Employer, be applied to any or all of the employees covered under this Agreement regardless of geographic location.

If the Union negotiates with any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract with any wages and/or fringe benefits more favorable to the employees covered under said agreement than any wage and/or fringe benefits applicable to employees covered under the instant Agreement, the Company or its successors and assigns shall, upon written demand by the Union, bargain in good faith regarding increasing the wages and/or fringe benefits in the instant Agreement to the amount of any of the wages and/or fringe benefits contained in such other agreement, without regard to any geographic limitation contained in such other agreement. All provisions of this Agreement and any extensions or amendments thereto, shall remain in full force and effect throughout any bargaining pursuant to this Article.

In order to facilitate the operation of this Article, the Union agrees to furnish the Employer with copies of all collective bargaining agreements and any addendums in any geographic area covered by this Agreement between the Union and other employers which are or hereafter may become effective during the term of this Agreement.

## **ARTICLE XXII SICK LEAVE**

22.1 Employees shall be permitted to use their Floating Personal Days for purposes of Sick Leave.

22.2 The following shall govern the use of paid sick leave:

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

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

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

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

domestic violence, sexual assault, or stalking.

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

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

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

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

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

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

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

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

## ARTICLE XXIII TERM

23:1 This Agreement shall take effect as of **June 1, 2022** and shall continue in full force and effect until midnight, **September 30, 2027** and it shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other sixty (60) days prior to the end of the then current term.


23:2 If either the Company or the Union desires to amend this Agreement, it shall give notice to the other party sixty (60) days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Section 23:1.

Notwithstanding the provisions of Section 23.1, either the Company or the Union may forthwith terminate this Agreement in the event that the other breaches its obligations set forth in Section 1:3 hereof.

23:3 Any provision of this contract which may be found by a court of competent jurisdiction to be in conflict with any Federal or State, regulation or executive order, shall be suspended and inoperative to the extent of and for the duration of such conflict.


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

**UTILITY TREE SERVICE, LLC**

DocuSigned by:  
  
68180D83CD7E4E9...  
By: James Hines  
President

Date: 2/16/2023 | 11:10 AM EST

**LOCAL UNION 465, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, AFL-CIO**

DocuSigned by:  
  
63F0C0B27A124F5...  
By: Nate Fairman  
Business Manager

Date: 2/16/2023 | 12:38 PM EST

## APPENDIX A

	DATE	6/1/2022			6/1/2023		
CLASSIFICATION	% of JTT	WAGES	NEAP	HRA	WAGES	NEAP	HRA
Foreperson with CDL	112%	\$ 43.97	\$ 10.10	\$ 1.00	\$ 45.95	\$ 10.10	\$ 1.10
Foreperson without CDL	107%	\$ 42.01	\$ 10.10	\$ 1.00	\$ 43.90	\$ 10.10	\$ 1.10
Journeyman Tree Trimmer	100%	\$ 39.26	\$ 10.10	\$ 1.00	\$ 41.02	\$ 10.10	\$ 1.10
<b>Trimmer Trainees</b>							
After 12 Months	90%	\$ 35.33	\$ 8.96	\$ 1.00	\$ 36.92	\$ 8.96	\$ 1.10
6 to 12 Months	80%	\$ 31.41	\$ 7.81	\$ 1.00	\$ 32.82	\$ 7.81	\$ 1.10
Start	70%	\$ 27.48	\$ 6.66	\$ 1.00	\$ 28.72	\$ 6.66	\$ 1.10
Ground person after 6 Months	65%	\$ 25.52	\$ 1.58	\$ 1.00	\$ 26.67	\$ 1.58	\$ 1.10
Ground person Start	60%	\$ 23.55	\$ 0.91	\$ 1.00	\$ 24.61	\$ 0.91	\$ 1.10
Specialized Tree Equipment Operator (Journeyman Tree Trimmer)	107%	\$ 42.01	\$ 10.08	\$ 1.00	\$ 43.90	\$ 10.08	\$ 1.10
Specialized Tree Equipment Operator (Not a Journeyman Tree Trimmer)	90%	\$ 35.33	\$ 8.96	\$ 1.00	\$ 36.92	\$ 8.96	\$ 1.10
Brush Crew Foreperson	70%	\$ 27.48	\$ 6.66	\$ 1.00	\$ 28.72	\$ 6.66	\$ 1.10
VC Tech 1	60%	\$ 23.55	\$ 0.91	\$ 1.00	\$ 24.61	\$ 0.91	\$ 1.10
VC Tech 2	65%	\$ 25.52	\$ 1.58	\$ 1.00	\$ 26.67	\$ 1.58	\$ 1.10
VC Tech 3	70%	\$ 27.48	\$ 4.40	\$ 1.00	\$ 28.72	\$ 4.40	\$ 1.10
VC Tech 4 (Grandfathered)	75%	\$ 29.44	\$ 4.46	\$ 1.00	\$ 30.77	\$ 4.46	\$ 1.10

	DATE	6/1/2024			6/1/2025		
CLASSIFICATION	% of JTT	WAGES	NEAP	HRA	WAGES	NEAP	HRA
Foreperson with CDL	112%	\$ 47.90	\$ 10.10	\$ 1.20	\$ 49.34	\$ 10.10	\$ 1.30
Foreperson without CDL	107%	\$ 45.76	\$ 10.10	\$ 1.20	\$ 47.14	\$ 10.10	\$ 1.30
Journeyman Tree Trimmer	100%	\$ 42.77	\$ 10.10	\$ 1.20	\$ 44.05	\$ 10.10	\$ 1.30
<b>Trimmer Trainees</b>							
After 12 Months	90%	\$ 38.49	\$ 8.96	\$ 1.20	\$ 39.65	\$ 8.96	\$ 1.30
6 to 12 Months	80%	\$ 34.21	\$ 7.81	\$ 1.20	\$ 35.24	\$ 7.81	\$ 1.30
Start	70%	\$ 29.94	\$ 6.66	\$ 1.20	\$ 30.84	\$ 6.66	\$ 1.30
Ground person after 6 Months	65%	\$ 27.80	\$ 1.58	\$ 1.20	\$ 28.63	\$ 1.58	\$ 1.30
Ground person Start	60%	\$ 25.66	\$ 0.91	\$ 1.20	\$ 26.43	\$ 0.91	\$ 1.30
Specialized Tree Equipment Operator (Journeyman Tree Trimmer)	107%	\$ 45.76	\$ 10.08	\$ 1.20	\$ 47.14	\$ 10.08	\$ 1.30
Specialized Tree Equipment Operator (Not a Journeyman Tree Trimmer)	90%	\$ 38.49	\$ 8.96	\$ 1.20	\$ 39.65	\$ 8.96	\$ 1.30
Brush Crew Foreperson	70%	\$ 29.94	\$ 6.66	\$ 1.20	\$ 30.84	\$ 6.66	\$ 1.30
VC Tech 1	60%	\$ 25.66	\$ 0.91	\$ 1.20	\$ 26.43	\$ 0.91	\$ 1.30
VC Tech 2	65%	\$ 27.80	\$ 1.58	\$ 1.20	\$ 28.63	\$ 1.58	\$ 1.30
VC Tech 3	70%	\$ 29.94	\$ 4.40	\$ 1.20	\$ 30.84	\$ 4.40	\$ 1.30
VC Tech 4 (Grandfathered)	75%	\$ 32.08	\$ 4.46	\$ 1.20	\$ 33.04	\$ 4.46	\$ 1.30

	<b>DATE</b>	<b>6/1/2026</b>		
<b>CLASSIFICATION</b>	<b>% of JTT</b>	<b>WAGES</b>	<b>NEAP</b>	<b>HRA</b>
<i>Foreperson with CDL</i>	112%	\$ 50.82	\$ 10.10	\$ 1.40
<i>Foreperson without CDL</i>	107%	\$ 48.55	\$ 10.10	\$ 1.40
<i>Journeyman Tree Trimmer</i>	100%	\$ 45.37	\$ 10.10	\$ 1.40
<b>Trimmer Trainees</b>				
<i>After 12 Months</i>	90%	\$ 40.84	\$ 8.96	\$ 1.40
<i>6 to 12 Months</i>	80%	\$ 36.30	\$ 7.81	\$ 1.40
<i>Start</i>	70%	\$ 31.76	\$ 6.66	\$ 1.40
<i>Ground person after 6 Months</i>	65%	\$ 29.49	\$ 1.58	\$ 1.40
<i>Ground person Start</i>	60%	\$ 27.22	\$ 0.91	\$ 1.40
<i>Specialized Tree Equipment Operator (Journeyman Tree Trimmer)</i>	107%	\$ 48.55	\$ 10.08	\$ 1.40
<i>Specialized Tree Equipment Operator (Not a Journeyman Tree Trimmer)</i>	90%	\$ 40.84	\$ 8.96	\$ 1.40
<i>Brush Crew Foreperson</i>	70%	\$ 31.76	\$ 6.66	\$ 1.40
<i>VC Tech 1</i>	60%	\$ 27.22	\$ 0.91	\$ 1.40
<i>VC Tech 2</i>	65%	\$ 29.49	\$ 1.58	\$ 1.40
<i>VC Tech 3</i>	70%	\$ 31.76	\$ 4.40	\$ 1.40
<i>VC Tech 4 (Grandfathered)</i>	75%	\$ 34.03	\$ 4.46	\$ 1.40

	<b>DATE</b>	<b>1/23/2023</b>			<b>6/1/2023</b>		
<b>Classification</b>	<b>% of JTT</b>	<b>WAGES</b>	<b>NEAP</b>	<b>HRA</b>	<b>WAGES</b>	<b>NEAP</b>	<b>HRA</b>
<i>Tier 3 Senior Mechanic</i>	100%	\$39.26	\$10.10	\$1.00	\$41.02	\$10.10	\$1.10
<i>Tier 2 Mechanic</i>	90%	\$35.33	\$8.96	\$1.00	\$36.92	\$8.96	\$1.10
<i>Tier 1 Mechanic Medium/Heavy duty vehicles with CDL</i>	75%	\$29.44	\$7.22	\$1.00	\$30.77	\$7.22	\$1.10
<i>PM Tech</i>	60%	\$23.55	\$0.91	\$1.00	\$24.61	\$0.91	\$1.10

	<b>DATE</b>	<b>6/1/2024</b>			<b>6/1/2025</b>		
<b>Classification</b>	<b>% of JTT</b>	<b>WAGES</b>	<b>NEAP</b>	<b>HRA</b>	<b>WAGES</b>	<b>NEAP</b>	<b>HRA</b>
<i>Tier 3 Senior Mechanic</i>	100%	\$42.77	\$10.10	\$1.20	\$44.05	\$10.10	\$1.30
<i>Tier 2 Mechanic</i>	90%	\$38.49	\$8.96	\$1.20	\$39.65	\$8.96	\$1.30
<i>Tier 1 Mechanic Medium/Heavy duty vehicles with CDL</i>	75%	\$32.08	\$7.22	\$1.20	\$33.04	\$7.22	\$1.30
<i>PM Tech</i>	60%	\$25.66	\$0.91	\$1.20	\$26.43	\$0.91	\$1.30

	<b>DATE</b>	<b>6/1/2026</b>		
<b>Classification</b>	<b>% of JTT</b>	<b>WAGES</b>	<b>NEAP</b>	<b>HRA</b>
<i>Tier 3 Senior Mechanic</i>	100%	\$45.37	\$10.10	\$1.40
<i>Tier 2 Mechanic</i>	90%	\$40.84	\$8.96	\$1.40
<i>Tier 1 Mechanic Medium/Heavy duty vehicles with CDL</i>	75%	\$34.03	\$7.22	\$1.40
<i>PM Tech</i>	60%	\$27.22	\$0.91	\$1.40