

AMENDED AGREEMENT

BETWEEN

DAVEY TREE SURGERY COMPANY

AND

LOCAL UNION 465
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

January 1, 2020 – May 31, 2022

AMENDED AGREEMENT

THIS AMENDED AGREEMENT, made and entered into the 21st day of *February 2020* by and between Davey Tree Surgery Company, hereinafter referred to as the Company, and Local Union No. 465, 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 therefrom,

NOW, THEREFORE, 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 those employees in the classifications shown under Article VIII -Wages, engaged in line clearing tree trimming who work on the premises of San Diego Gas & Electric.

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

1.3 During the term of this Agreement, Union shall not call upon or authorize employees individually or collectively to cease or abstain from the performance of their duties for Company, and Company shall not cause any lockout.

1.4 It is the policy of the Company and Union not to discriminate against any employee because of race, creed, sex, color, national origin, or age.

ARTICLE II

Union Security and Activity

2.1 All employees working exclusively on San Diego Gas & Electric premises and covered by the terms of this Agreement shall be required to become and remain members of the Union as a

condition of employment from and after the 31st day following the date of their employment, or the effective date of this Agreement, whichever is later.

The Union shall indemnify and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall rise out of or by reason of action taken by the employer for the purpose of complying with any of the provisions of the article.

2.2 Company shall deduct from employee's wages and pay over to the proper officers of the Union the membership dues and initiation fees of the members of the Union whom individually and voluntarily authorize such deductions in writing. The forms of membership application and dues check-off authorization shall be approved by Company and Union and be presented by the Company to the employee at the start of their employment.

2.3 Company shall not discriminate against any employee because of his membership in the Union or his activity on behalf of the Union.

2.4 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 employer.

2.5 No employee covered by this Agreement shall be required, as a condition of employment, to pass through any primary picket line sanctioned by this Union; however, in the event of an emergency, the Union will assist the Company in seeking permission to pass through such picket line.

ARTICLE III

Hours and Overtime

3.1 The established workweek of the Company is 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. 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, which normally will be from 11:00 a.m. to 11:30 a.m., provided however, that the regular lunch period may be advanced or delayed one (1) hour or less when work must necessarily be performed during the regular lunch period. Such a change in the lunch period 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. Such a change in the regular hours of work shall not be deemed to require the payment of overtime.

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

3.3 Employees who are required to report for work on non-work days, or outside of their regular hours of work on a scheduled work day or on holiday which they are entitled to have off, shall be paid time in connection therewith one hour of travel time, but such travel time shall not exceed one-half (1/2) hour before and one-half (1/2) hour after release from duty. If an employee who is called out for such work outside of his regular hours of work on a scheduled work day continues to work into or beyond his regular hours of work, he shall be paid overtime compensation for travel time from his home only. **An employee may be excused from mandatory overtime with advance permission from General Foreperson.**

3.4 Employees who report for work as provided for in Section 3.3 shall be paid a minimum of two (2) hours pay, including travel time at overtime rates.

3.5 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 the regular straight-time rate of pay. Holidays (except for Veteran's Day) falling on Saturdays and Sundays do not require the Employer to observe those holidays on a Friday or on Monday and the employees will not receive premium time compensation on those Fridays or Mondays.

3.6 Company shall not require employees who have been required to work overtime to take equivalent time off during a workday.

3.7 Employees required to work eight (8) hours or more between their regular quitting hour and their regular starting hour during the basic work week who elect not to work the next regular work day will be excused as work attendance under Section 12.5

3.8 Overtime shall be divided as equally as practical among those qualified and available at each temporary or assigned assembly point.

3.9 ***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. 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.

ARTICLE IV

Inclement Weather Practice

4.1 Employees who report for work on a work day, or for prearranged work on a non-work day, and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than two (2) hours at straight time rates. Employees receiving subsistence as provided for in Section 5.2, **who are not allowed to work, upon the decision of the Employer**, shall continue to receive such subsistence in addition to the amount provided for under this Section.

4.1 (a) The employees shall work on such days, unless specifically notified otherwise by Company supervision.

4.2 Subject to the approval of the General Foreman or Supervisor, those employees who, due to inclement weather or other excused absences, were prevented from working forty (40) straight time hours in a given work week shall be permitted to work on a non-work day within the same work week the number of hours necessary to total forty (40) straight time hours for the week, but not to exceed eight (8) hours **(or ten hours on a 4-10 work schedule)**. *Make-up time shall be voluntary and will be paid at the straight time rate of pay.*

4.2 (a) It is intended that when such cases occur, employees who did lay off from work because of inclement weather or other excused absences on a regular work day shall not be required to work on their next non-work day, but where agreement is reached between the General Foreman or Supervisor and the employee, the employee shall be allowed to do so.

ARTICLE V

Expenses

5.1 (a) When instructed before quitting time to report for duty before the next regular daily starting time, the employee shall provide his own mid-shift meal, the same as is regularly done on other days.

(b) Mealtime on a regular work day shall be the midpoint of that shift. Overtime meal period shall be one and one-half (1 1/2) hours before the start of the shift, two hours after the shift and every five and one-half (5 1/2) hours thereafter until employee is released from duty.

5.2 *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. An employee must work four (4) hours, or until noon whichever is later, or more to be entitled to subsistence for the day.

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.

Temporary work, as used in this Section, shall mean any assignment away from their regular established headquarters lasting thirty (30) days of less.

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 as defined in Section 5.2, in order that the employee may have time to prepare for the trip. *On an emergency, declared by the Customer, the Employer shall provide meals and lodging to employees after sixteen (16) hours worked.*

5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience.

The payment for mileage allowance will be made according to IRS published recommendations.

5.5 In no event shall Company lay off a crew in one headquarter and add a new crew in another headquarter in order to avoid payment of expense as provided in Article V.

5.6 (a) Employees are required to have a valid California driver's license. The California Department of Motor Vehicles will be the sole authority on the validity of said driver's license. If an employee should have their driver's license revoked or suspended for any reason whatsoever, the employee is required to immediately notify the Company, and shall have thirty (30) days to reinstate the driver's license, except where the possession of the driver's license directly affects the job. Employees hired after January 1, 1992, shall maintain a valid California license as a condition of employment.

5.6 (b) All employees in the tree trimming department with a classification of climber 1 or higher shall have and maintain a valid Class "B" (or higher) Commercial Driver's License (CDL) with air brake endorsement which conforms to Federal and/or State law and possess the necessary skills to drive a standard transmission vehicle. Possession of the (CDL) is a requirement to advance to the Climber 1 and higher positions.

5.6 (c) Established employees unable to meet the requirements of section 5.6 (b) due to an unresolved medical condition shall be grandfathered in at their current classification.

5.6 (d) Company and Union will work together to evaluate and assist those employees who are making an acceptable effort but are having difficulty meeting the requirements of 5.6 (b) due to insufficient remedial skills. When agreeable to both Company and Union, the employees in this category will be given 180 days from the date of ratification to meet the requirement of 5.6 (b).

5.6 (e) All employee who drive the Employer's equipment shall have and maintain a valid Commercial Driver's License (CDL) which conforms to the Federal and/or State law and possess the necessary skills to drive a standard transmission vehicle. All new employees hired after January 1, 1992, shall have 30 days from their date of hire to obtain a CDL and shall maintain such license at all times. The Employer shall be notified immediately by all employees if his/her drivers' license is suspended or revoked.

If an employee hired prior to January 1, 1992, is unable to obtain such license because of medical or other disqualification, the Employer will review the individual circumstances to determine that the disqualification is not the fault of the employee.

Once the CDL has been obtained, then, in the case of future disqualification of an employee, the employee may be assigned to other work, if available, if the employee was hired before January 1, 1992.

The Company will reimburse the employee for any extra Department of Motor Vehicle fees in excess of a standard license, and for any costs required for a doctor's physical.

5.6 (f) The Company will provide a phone allowance for Foreman/Pole Brushers as outlined in the attached Letter of Understanding.

5.6 (g) The Company will reimburse employees for the cost of obtaining a California Qualified Applicator's Certificate (QAC) once the employee has successfully received the QAC.

5.6 (h) Vegetation Specialist shall be allowed one (1) Company paid day off work every 12 months in order to attend QAC certification related course/training in order to comply with QAC continuing education units (CEU's). Additional needed days off work related to CEU's within each calendar year shall be unpaid, but considered as excused time off.

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) an employee voluntarily terminates employment, (3) an employee has been laid off for more than twelve (12) consecutive months, or (4) an employee has violated the provisions of Article VII, Section 5.

6.2 Upon the Union's request, the Company shall furnish the Union with a seniority list including wage rates of all employees covered by this Agreement, and shall keep the Union advised of all additions, deletions, or corrections at three (3) month intervals.

6.3 Seniority shall be used as the basis for determining such benefits as transfer rights, protection against demotion and layoff.

6.4 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 reemployment.

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

(c) Absence by reason of industrial disability while working for Company.

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

6.5 The seniority referred to in Article VI is that seniority accumulated while working for Davey Tree Surgery Company doing contract work for San Diego Gas & Electric.

6.6 An employee will not accumulate seniority after 30 days of non-work.

ARTICLE VII

Leaves of Absence

7.1 Leave of absence shall be granted **per FMLA guidelines, without pay to regular employees** for urgent reasons, provided adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. Leave will not be granted if the purpose for which it is requested may lead to the employee's resignation.

7.2 A leave shall commence on and include the first work day on which an employee is absent, and terminate with and include the work day preceding the day he returned to work. The employee shall be restored to employment on the termination of his leave of absence.

7.3 Company shall, at the Union's request, grant a leave of absence without pay for three (3) years or less to an employee who is appointed or elected to any office or position in the Union and whose services are required by the Union. The seniority of an employee who is granted a leave of absence under the provisions of this Section shall accrue during the period of such leave except for a period of thirty (30) days or less.

7.4 A leave of absence under the foregoing conditions shall be granted to employees who enter the armed forces of the United States provided, however, that any such leave of absence and the reinstatement of any such employee shall be subject to terms of any Act of Congress which provides for reemployment.

7.5 If any employee fails to return immediately on the expiration of his/her leave of absence, or if he accepts other employment while on leave, or if he/she makes application for unemployment benefits while on leave, he/she shall thereby forfeit the leave of absence and terminate his/her employment with the Company.

7.6 Any employee who is called upon to be absent from duty due to a death in his/her immediate family shall be excused, without pay, for a reasonable time, not to exceed three (3) 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, father-in-law, mother, mother-in-law, son, daughter,

brother, sister, husband, wife, grandmother, grandfather, stepfather, stepmother, stepson or stepdaughter.

ARTICLE VIII

Wages

8.1 Wages will be increased for all classifications as indicated below:

<u>Classification</u>	<u>Effective</u> <u>1/1/20</u>	<u>Effective</u> <u>5/31/20</u>	<u>Effective</u> <u>5/30/21</u>
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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 Livermore office of the Company. For other than temporary vacancies, whenever a vacancy occurs, the Company will, before filling such vacancy, first give consideration to such requests, and qualifications being sufficient, shall give preference on the basis of seniority.

9.1 (a) Company shall give consideration to applications for promotion and transfer to vacancies on the basis of seniority, ability and qualifications. In order to determine the relative seniority of persons filing applications on a vacancy or to determine its validity on a particular vacancy, it is agreed that Company shall only consider those applications on file at the time the vacancy occurs. Should there be no application from a qualified employee on file at the time of vacancy, the Company may fill the vacancy as provided in Section 9.3

9.2 Requests for promotion or transfer shall expire at the end of six (6) months from the time of receipt by Company unless the Company has within the six (6) month period received a request for extension. If such request for promotion and transfer is offered and employee refuses, the request becomes null and void and he shall resubmit his request.

9.3 Company may either promote a lower classification or transfer an employee in the same classification if a job is not filled under Section 9.1. It is intended that in any such case where the application of Section 9.3 creates a change in headquarters, which would require any employee to change his residence, the Company shall pay for the moving expenses involved.

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

9.5 The seniority referred to in Article IX is that seniority accumulated while working for Davey Tree Surgery Company doing contract work for San Diego Gas & Electric.

ARTICLE X

Demotion and Layoff

10.1 In the event reduction of forces or permanent curtailment of operations shall occur, employees shall be laid off in the reverse order of their seniority in the area which they are working at the time of reduction. The application of the Section to an employee working temporarily in an area shall apply only to the extent that it affects him in his 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 own in the following sequence:

- (a) that employee in the same classification in the District who has the least seniority;
- (b) that 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 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 year or more continuous service with the Company may elect to displace an employee with less seniority than his own in the following sequence:

- (a) that employee in the same classification in the area who has the least seniority;
- (b) No employee may displace another employee who has greater seniority than his own.

10.4 Company shall give employees whose jobs are to be eliminated as much notice as possible. Employees desiring to exercise the provisions of Section 10.2 or 10.3 shall give the Company notice of at least five (5) work days.

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

10.6 The seniority referred to in Article IX is that seniority accumulated while working for Davey Tree Surgery Company doing contract work for San Diego Gas & Electric.

10.7 Employees who accept non-bargaining unit positions shall not accrue bargaining unit seniority while holding non-bargaining unit positions. Should an employee return to the bargaining unit, their seniority will be the time spent in the bargaining unit working for the Company on San Diego Gas & Electric property.

10.8 Employees called to return to work after a layoff will respond within 24 hours and return within 48 hours of the agreed upon time with local supervision; not to exceed one week.

ARTICLE XI

Holidays

11.1 *Effective January 1, 2020 through December 31, 2021, employees with six (6) months seniority who have met the working attendance requirement (see below), shall be entitled to have the following holidays off with eight (8) hours pay when they fall on a workday. Effective January 1, 2022, these holidays will no longer be paid, unless worked.*

*New Year's Day (January 1)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)*

11.2 Employees required to work on non-work days above will be entitled to compensation at **double (2x)** times their straight time pay.

ARTICLE XII

Vacations

12.1 Employees covered by this Agreement shall be entitled to **unpaid** days off as follows:

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 Vacations will be granted throughout the year. In the scheduling of vacations, consideration will be given to employee requests consistent with the operating needs of the Company. Employees must make written requests for vacation at least two (2) weeks in advance. Conflicts in vacation requests will be resolved on a first come first served basis.

12.3 An employee may forego his vacation in one year and add it to his vacation in the next following year. In no event shall an employee defer his vacation longer than one (1)

year, or be permitted to take more than the total of two (2) vacation periods in any one calendar year, or take a vacation in advance of the year in which it is due. If an employee defers his vacation under the provisions of this Section, he shall take it at the convenience of the Company and at such time as not to interfere with the regular vacation schedules of other employees.

12:4 Service in the Company, for vacation purposes shall be considered to have been started on anniversary date of employment. An employee will be eligible to receive vacation at that time. In cases of illness, a doctor's certificate may be required by the Employer.

12.5 Work attendance requirement is defined as an employee working every day the employee is scheduled to work in the basic work week. The only exception to the five (5) days basic work week will be: paid/**unpaid** days off, leaves of less than one (1) week arranged for a week in advance, lost time of less than a week for the Company's convenience, suspension, or sick time with a doctor's certificate that shall be taken as paid time off if the employee has credit. The employee must provide documentation to substantiate the sick day or attest to the reason. A doctor's certification will be required if an employee is out for three (3) consecutive days or more

ARTICLE XIII

Safety

13.1 Company shall make reasonable provisions for the safety of employees in the performance of their work. Union shall cooperate in promoting the realization of the responsibility of the individual employee with regard to the prevention of accidents.

13.2 Company reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules. A copy of the rules will be furnished to the Union. Union will designate one (1) man to work with Company's Safety Committee on an advisory basis.

13.3 Union may submit suggestions to Company concerning the revision and enforcement of safety rules.

13.4 The State of California Electrical Safety Orders shall apply when employees are working near energized power lines.

13.5 In no event shall there be less than two (2) Climbers, one of which may be the Foreman, on each climbing crew.

13.6 The Company shall report to the Union any industrial injury which has been reported to Company. Said notice shall be furnished to the Union at the same time the Company reports the injury to its Workers' Compensation Insurance carrier. In the event the Company is self-insured for purposes of Workers' 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 All employees shall have and maintain an American Red Cross First Aid and CPR card or its equivalent. The Employer will furnish the instructor and the necessary materials for the course. The course will be conducted on the employees' own time.

13.8 Company will make available at no cost to employees nonprescription safety glasses, either sun tint or clear.

13.9 Company will attempt to reiterate importance of safety by establishing a Safety Council.

ARTICLE XIV

Miscellaneous

14.1 The first six (6) months of employment of a new employee shall be considered as a probationary period. Any employee entering the apprentice climber classification with one year or less of seniority shall start over on a new six (6) month probationary period. Company may demote, lay off, discipline or terminate such employee and such action shall be subject to the grievance procedure.

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

14.2(a) Company will make available to any interested employee a clean uniform for each day in the basic work week. The cost to the employee will not exceed one dollar and fifty cents (\$1.50) per day, or seven dollars and fifty cents (\$7.50) per week. Any increases or adjustments to the uniform expenses will be split 50% by the Company.

14.3 The employer shall furnish all necessary tools and equipment, and shall provide three (3) pairs of gloves per year for each employee. Employees will be responsible for the tools and equipment issued to them, providing the employer provides a safe place for storage.

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

14.5 VC Tech Aerial Premium Pay at \$20.00 per day.

14.6 Company will provide employees with information on the Davey Tree Employee Stock Purchase Program (ESPP). Employees are eligible after one (1) year of service. The Davey Tree Employee Stock Purchase Program (ESPP) offers employees the option to purchase Davey stock at 85% Fair Market Value.

14.7 Definitions. *As used herein the following terms shall mean:*

- a) *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.*
- b) *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.*
- c) *A Specialized Tree Equipment Operator is one who is operating specialized tree equipment such as a right-of-way mower, Jarraff, etc.*
- d) Foreperson is an employee who is in charge of a crew of not more than five (5) men, including himself, engaged in line clearance work. In the application of Article IX, the Company need not consider the application for promotion to this classification from any employee having less than one year's experience in the Climber classification.
- e) VC Tech I – Designation Criteria: Non-experienced pole brusher or pole permissioner.
- f) VC Tech II – Designation Criteria: Must have a minimum of six months pole brushing experience or pole permissioner experience.
- g) VC Tech III - Designation Criteria: Must have a minimum of eighteen (18) months pole brushing experience or pole permissioner experience.
- h) VC Tech IV - Must have a minimum of eighteen (18) months pole brushing and permissioning experience, and must hold a qualified applicators certificate. Employees will be reimbursed for licensed fee upon proof of certificate.
- i) VC Foreman - thereafter designation criteria: Must have a minimum of five years pole brushing experience and must hold a qualified applicators certificate.
- j) Ground Person: Any employee, under supervision of a Foreperson who is engaged in repetitive, unskilled work such as brushing, raking, digging leading brush and clearing rights-of-way, should be able to use hand tools.

ARTICLE XV

Grievance Procedure

15.1 Any grievance which may arise between the Union and any of its members and the Company with respect to the interpretation or application of any of the terms of this Agreement, and with

respect to such matters as the alleged discriminatory or arbitrary discharge or discipline of an individual employee, shall be determined by the procedure set forth in the following sections.

15.2 As the initial step in the adjustment of a grievance, it shall be presented to the District Foreman by the Union Shop Steward; or in the absence of a Shop Steward, by an authorized Union Representative (not later than thirty (30) calendar days after the date of the action complained of, or the date the employee became aware of the incident which is the basis for the grievance). The District Foreman shall make his reply within seven (7) calendar days to the authorized person presenting the grievance.

15.3 If a grievance is not settled satisfactorily under Section 15.2, it shall be presented in writing by the Union to the Area Supervisor within fifteen (15) calendar days, following receipt of the District Foreman's reply, setting forth the following:

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

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

15.4 If no satisfactory settlement is arrived at under Section 15.3, the matter in dispute shall be submitted within the next ten (10) working days to a mediator from either the Federal Mediation and Conciliation Service or the State of California Mediation and Conciliation Service, as jointly agreed upon by both parties. If the mediator fails to effectuate an agreement between the parties, either party may, within twenty-one (21) calendar days, request that the grievance be referred to arbitration.

15.5 In the event the grievance involves an employee's qualifications for promotion or transfer, or involves an employee's discharge or discipline, the Union must act under Section 15.3 within ten (10) calendar days and the Area Supervisor must reply within ten (10) calendar days.

15.6 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 the Union, one to be appointed by the Company. At the earliest convenience of the representatives after their appointment, they shall meet for the purpose of selecting the third member, who will serve as Chairman of the Board. In the event the parties are unable to agree on a person to act as a third member (within five (5) working days), they shall jointly request the Director of Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as a third member.

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

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

Either party may call any employee as a witness in any proceeding before the Arbitration Board and, if the employee is on duty, the Company agrees to release such employee from duty so he 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 the time lost.

ARTICLE XVI

Jury Duty

16.1 Any employee who may be called for jury duty shall be permitted to be absent **without** pay for a maximum of up to two (2) weeks in any twelve (12) month period.

ARTICLE XVII

Term of Agreement

17.1 This Agreement having taken effect as of January 1, 1982, shall continue in effect as further amended herein for the term of *January 1, 2020* to and including *May 31, 2022* and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other party sixty (60) days prior to the then-current term.

17.2 If either party desires to amend this Agreement, it shall give notice thereof to the other party sixty (60) days prior to the end of the then-current term, in which event the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Section 17.1

(a) Notwithstanding the provisions of Section 17.1, either party may forthwith terminate this Agreement in the event that the other breaches its obligations as set forth in Section 1.3 hereto.

17.3 With respect to wage rates as established in Article VIII, it is agreed that the hourly wage rates so established shall be in effect for all employees employed on the date of ratification, and shall be in effect from *January 1, 2020 through May 31, 2022*.

17.4 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 whose total wages and fringe benefits are less favorable to the employees covered under such an Agreement than are the total wages and fringe benefits which are applicable to employees covered under the instant Agreement, Davey Tree Surgery Company, or its successors or assigns may, at the employer's option, incorporate into the instant Agreement the total wages and fringe benefits provided for 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.

17.5 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 whose total wages and fringe benefits are more favorable to the employee than are the total wage and fringe benefits which are applicable to employees covered under the instant Agreement, Davey Tree Surgery Company, or its successors and assigns shall, upon written demand by the Union, bargain in good faith regarding increasing the total wages and fringe benefits in the instant Agreement to the amount of the agreement. All provisions of the collective bargaining agreement in effect between the parties, 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 operations of this Article, the Union agrees to furnish the Employer, upon request, a copy of any collective bargaining agreement between the Union and any other individual, partnership, firm, corporation, or employer which is or hereafter may become effective during the term of this Agreement.

17.6 *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.*

Effective the first of the month following the signature date of this Agreement, the Employer shall pay to the Line Construction Benefit Fund the sum of \$6.50 for each hour worked. 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 contributions 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.

17.7 *Effective the first of the month following the signature date of this Agreement, the*

Employer also agrees to pay into the Line Construction Benefit Fund \$1.00 per hour 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 ---

NATIONAL ELECTRICAL BENEFIT FUND

17.8 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 -

NATIONAL ELECTRICAL ANNUITY PLAN

17.9 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 Appendix 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.

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.

17.10 During the term of this Agreement IBEW Local #465 and Davey Tree Surgery Company shall establish a training fund and program for Line Clearance Workers. Such program may include other jurisdictions of the IBEW within California and other contractors. Any contribution into this Fund shall be taken from the wage rates or NEAP contributions contained in this collective bargaining Agreement effective June 1, 2020.

ARTICLE XVIII

Sick Leave

18.1 Effective January 1st 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.

18.2 Employees shall be permitted to utilize their floating personal days for purposes of Sick Leave.

18.3 Use of Sick Leave shall be as follows:

a. Employees can use paid sick leave: (1) if Employee is physically or mentally unable to perform his or her duties due to illness, injury or a medical condition of employee; (2) for the purpose of obtaining diagnosis, treatment, physical examination or other medical reasons of the Employee; (3) to provide care or assistance to a family member with an illness, injury or medical condition; (4) time away from work necessary due to domestic violence, sexual assault, or stalking of Employee or Employee's family member; (5) due to a public health emergency; or (6) any reason required by the State or City of San Diego.

b. Family member is defined as the employees' child (biological, adopted or foster child; a step-child; a legal ward; a child of a Domestic Partner; or a child of an Employee standing in loco parentis), parent (biological, foster or adoptive parent; a step-parent; a legal guardian; or a person who stood in loco parentis when the employee was a minor child), spouse, registered domestic partner, grandparent, grandchild, sibling or child or parent of a spouse.

c. If the need for sick leave is foreseeable, the employee shall provide as much advance notice as is possible. If the need is not foreseeable, the employee must notify their General Foreperson at least two (2) hours prior to the start of the employee's scheduled shift.

d. The use of sick leave shall be for the entire work day, unless the employee must leave work early due to illness.

e. Sick leave may be used for a Department of Transportation physical examination if requested at least seven (7) days in advance.

18.4 The Company may require satisfactory evidence of an employee's illness or disability if the employee is out for three (3) days or more consecutive days before sick leave will be granted. If an employee abuses the sick leave provisions of this Agreement by misrepresentation or falsification, he shall restore to the Company all sick leave payments he received as a result of such abuse. In case of recurring offenses by the employee, may treat the offense as it would any other violation of a condition of employment.

18.5 Unused Sick Leave may, at the discretion of the employee be sold back to the Company on August 31st of each year. If an employee chooses not to sell back unused sick leave, the unused leave may be carried over to the next year, however, under no circumstances will an employee be allowed to use more than 40 hours of sick leave in any one year.

18.6 Paid sick leave shall not be paid out upon the employee's separation from employment for any reason.

18.7 The Healthy Workplaces – Healthy Families Act of 2014 shall not apply to employees covered by this agreement.

18.8 Disciplinary action will be taken by the Company in any case where excessive time off interferes with the Company's operation. Excessive time off may be cause for dismissal.

18.9 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. 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 (465) 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.

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

I.B.E.W. Local 465



Nate Fairman
Business Manager
2/21/2020
@11:00am

Davey Tree Surgery Company



Kevin Peters

Vice President of operations.

APPENDIX A

Davey Tree Surgery Company and IBEW Local 465 – San Diego Gas and Electric

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

JOB CLASSIFICATIONS	% Of JT	Effective 1/1/2020		Effective 5/31/2020		Effective 5/30/2021		Eff. 1/1/2022
		Wage Rate	NEAP	Wage Rate	NEAP	Wage Rate	NEAP	NEAP
Foreperson with CDL	112%	\$39.66	\$7.84	\$40.37	\$8.82	\$41.09	\$9.79	\$10.56
Foreperson without CDL	107%	\$37.89	\$7.84	\$38.57	\$8.82	\$39.26	\$9.79	\$10.56
Journeyman Tree Trimmer	100%	\$35.41	\$7.84	\$36.05	\$8.82	\$36.69	\$9.79	\$10.56
Trimmer Trainees								
After 12 Months	90%	\$31.87	\$6.91	\$32.44	\$7.81	\$33.02	\$8.66	\$9.43
6 to 12 Months	80%	\$28.33	\$5.98	\$28.84	\$6.76	\$29.35	\$7.53	\$8.30
Start	70%	\$24.79	\$5.05	\$25.23	\$5.73	\$25.68	\$6.40	\$7.17
Ground person after 6 Months	65%	\$23.02	\$.87	\$23.43	\$1.10	\$23.85	\$1.32	\$2.09
Ground person Start	60%	\$21.25	\$.50	\$21.63	\$.50	\$22.01	\$.50	\$.50
Specialized Tree Equipment Operator (Journeyman Tree Trimmer)	107%	\$37.89	\$7.84	\$38.57	\$8.82	\$39.26	\$9.79	\$10.56
Specialized Tree Equipment Operator (Not a Journeyman Tree Trimmer)	90%	\$31.87	\$6.91	\$32.44	\$7.81	\$33.02	\$8.66	\$9.43
Brush Crew Foreperson	70%	\$24.79	\$5.05	\$25.23	\$5.73	\$25.68	\$6.40	\$7.17
VC Tech 1	60%	\$21.25	\$.50	\$21.63	\$.50	\$23.85	\$.50	\$.50
VC Tech 2	65%	\$23.02	\$.87	\$23.43	\$1.10	\$23.85	\$1.32	\$2.09
VC Tech 3	70%	\$25.23	\$3.67	\$25.23	\$3.67	\$25.68	\$4.19	\$4.91
VC Tech 4 (Grandfathered)	75%	\$26.56	\$3.19	\$27.04	\$3.67	\$27.52	\$4.19	\$4.91

VC Foreman 3-5 Years will become VC Tech 3 in San Diego at \$25.23, \$3.67 from Jan.1, 2020 until 5/31/21. At that time, they will fall in line with the wage table above.

VC Foreman- Thereafter/QAC Cert. 80%, \$28.33, \$5.98 on 1/1/20 @ \$28.84, \$6.76, on 5/31/20, \$29.35, \$7.53 on 5/30/2021 and Neap: \$8.30 on 1/1/22. This is a Grandfathered rate in San Diego. Employees will no longer be promoted into this "Grandfather" position. Any employee obtaining a new QAC Cert. after 1/1/2020 will be eligible for a \$0.50 wage increase on their hourly rate of pay.

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between Davey Tree Surgery Company (hereinafter referred to as the "Employer") and IBEW Local Union 465 (hereinafter referred to as the "Union").

Whereas, the parties hereto entered into a collective bargaining agreement effective from January 1, 2020, through May 31, 2022, establishing terms and conditions of employment for employees of the Employer working on the property of San Diego Gas and Electric Company; and

Whereas, during negotiations for said collective bargaining Agreement the parties reached an additional agreement,

Now, therefore, the parties agree as follows:

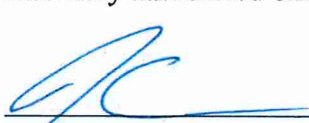
During the negotiations for said collective bargaining agreement, the parties agreed to eliminate paid time off for vacations. They also agreed that the Employer would pay off unused (as of Dec 31) PTO earned in 2019 at the employee's final regular 2019 pay rate. The payments will be made by January 31, 2020.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the 21st day of February 2020, acting by and through their duly authorized office.



Nate Fairman
Business Manager

Date: 2/21/2020
@ 11:00AM



Kevin Peters
Vice President of Operations

Date: 2/21/2020