

AGREEMENT

BETWEEN

**LOCAL UNION 465
INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS**

And

UTILITY TREE SERVICE, LLC

January 1, 2020 – May 31, 2022

THIS AGREEMENT is made and entered into the _____ day of December, 2019, by and between UTILITY TREE SERVICE, LLC, hereinafter referred to as "Company", and IBEW LOCAL UNION 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 the Company, the Union and other interested parties may benefit therefrom.

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

ARTICLE I
Recognition

1:1 For the purpose 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 engaged in Line Clearance Tree Trimming and Vegetation Control who work on the premises of San Diego Gas & Electric in San Diego County.

(a) In the event the Company expands its operation in tree trimming on the property of San Diego Gas & Electric, the Company agrees to recognize the Union as the exclusive representative of employees at such expanded operations to the extent that such recognition is permissible under applicable law.

1:2 The Company is engaged in rendering service to a public utility, which renders services 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 Subject only to the limitations imposed by this agreement, the Union recognizes that the entire management of operations covered hereby and the direction of the workforce is vested exclusively in the employer, including the right to schedule and assign work and working hours to the employees, to require efficient from the employees, of to set production standards, to hire, promote, demote, transfer, and lay off because of lack work or other reasons or discharge employees for just cause. The employer has the right to make and enforce rules of conduct and safety, to install and maintain the most efficient machinery or equipment, and the right to cease operations.

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 are (a) failure to observe safety rules; (b) dishonesty; (c) repeated tardiness; (d) unexcused absence; (e) getting into altercations with, or using profane or abusive language to customers, property owners and/or tenants and fellow employees during working hours; (f) gross carelessness in the performance of duties; (g) causing damage to Company equipment by carelessness or improper use; (h) unauthorized use of Company equipment; and (i) use of alcoholic beverages during working hours.

1:7 It is the policy of the Company and Union not to discriminate against any employee because of race, creed, sex, color or national origin.

ARTICLE II

Union Security and Activity

2:1 All employees, working exclusively on San Diego Gas & Electric premises and covered by the terms of the 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.

(a) Any employee appointed to any classification out of any bargaining unit covered by a collective bargaining agreement with the Union may withdraw from membership in the Union and his obligation to pay an agency fee shall be suspended for the duration of such period as the individual is working for the Company in a job classification not covered by any collective bargaining agreement with the Union.

2:2 The Employer agrees to deduct after thirty (30) days, for all employees, the Union initiation fee and monthly dues from the wages of each employee upon presentation of appropriate authorization. The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds once they have been received by the Local Union.

2:3 All dues and initiation fees deducted from the wages of employees shall be remitted to the Union expeditiously.

2:4 Upon written request from the Union, the Company shall, within thirty (30) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.

2:5 The Company agrees to notify the Union of new hires, their classifications, addresses, telephone numbers and dates of hire; transfers and terminations, within thirty (30) days of the hiring, transfer or termination of any employees.

2:6 If any dispute arises under the provisions of this Article, it shall be adjudicated under the grievance procedure provided for in this Agreement.

2:7 The Company shall not discriminate against any employee because of his membership in the Union or his activity on behalf of the Union.

2:8 The Business Manager of the Union, and/or his Representatives, shall have access to the Company's properties during the regular working hours for the purpose of transacting Union business, e.g. investigation of grievances. 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.

2:9 If a suspension pending termination should last more than one (1) week, the Company agrees to update the Union on a week to week basis.

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 have a place at which they report at the start of the day and return thereto at the close of the workday. This is to be considered as an assembly point and shall

be that place within a city or town (either incorporated or unincorporated) which has been predetermined and has been assigned to the employee as his regular place for reporting to work each day in that city or town. The time spent in traveling between such assembly point 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 (except for Veteran's Day and those listed in Section 11.1) 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.

3:4 Employee who are required to report for work on non-work days, 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 time in connection therewith, on 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 his regular hours of work on a scheduled workday 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 their General Foreperson.

3:5 Employees who report for work as provided in Section 3:4 shall be paid a minimum of two (2) hours' pay, including travel time, at overtime rates.

3:6 The Company shall not require employees, who have been required to work overtime, to take equivalent time off during a workday.

3:7 Overtime work shall be distributed among employees as equally as is practicable.

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 with an unpaid thirty (30) minute 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.

ARTICLE IV

Inclement Weather

4:1 Employees who report for work on a workday or for prearranged work on a non-workday and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than two (2) hours at 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.

Employees shall work on inclement weather days unless specifically notified otherwise by the general foreman or other high Company supervisor.

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-work day 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 (or ten hours on a 4-10 work schedule).

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. Make-up time shall be voluntary and will be paid at the straight time rate of pay.

ARTICLE V

Expenses

5:1 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.

Mealtime on a regular workday shall be the mid-point of that shift. Overtime meals period shall be one and one-half (1 ½) hours before the start of the shift, two hours after the shift and every five and one-half (5 ½) 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.

The time spent by any such employee in traveling to such temporary job at the beginning and from its conclusion shall be paid for by the Company.

Temporary work, as used in this Section, shall mean any assignment away from their regular established headquarters lasting thirty (30) days or 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 employees 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 the Company's convenience.

5:5 The payment for mileage allowance will be made according to IRS published recommendations.

5:6 In no event shall the Company lay off a crew in one headquarters and add a new crew in another headquarters in the same geographical division in order to avoid payment of expense allowance as provided in Article V.

ARTICLE VI

Seniority

6:1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (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 7:6.

6:2 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 vacation, transfer rights, protection against demotion and layoff, , et cetera.

(1) In determining an employee's qualifications for application of Article XII (Vacations), seniority shall mean the time spent in the employ of San Diego Gas & Electric, which is qualified under Section 6:1 as continuous service, together with all time credited as seniority with Utility Tree Service, Inc., or any of its affiliates, if the employee so being credited has been hired by San Diego Gas & Electric within thirty (30) days of the date of termination from one of the above mentioned companies. Such seniority determination shall be limited to the above-noted Article.

Seniority shall mean only the time spent in the employ of Utility Tree Service, Inc., which meets the specific conditions as outlined in Section 6:1.

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;

(c) Absence by reason of industrial disability;

(d) Absence by reason of sick leave of absence without pay;

6:5 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.

ARTICLE VII

Leave of Absence

7:1 A leave of absence shall be granted without pay to regular employees for urgent, substantial reasons, provided adequate arrangements can be made to take care of the employee's duties without undue interference with 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 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 date of his or her leave of absence. If, during an employee's absence on leave, 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 The Company shall at the request of the Union grant a Leave of Absence without pay for three 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 employees who enter the armed forces of the United States provided, however, that any such Leave of

Absence and the reinstatement of any such employee shall be subject to the terms of any Act of Congress which provides for reemployment.

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 application for unemployment benefits while on leave, he shall thereby forfeit the Leave of Absence and 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 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, mother, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, grandmother, grandfather, and other relatives who live with, and are a part of, the employee's family.

ARTICLE VIII

General

8:1 All employees shall be placed on an hourly rate of pay. Employees may elect to have their paycheck deposited into a bank account or mailed (using the United States Postal Service regular First Class Mail) to them.

If reports are received by Monday, all direct deposits will be placed electronically to the employee's bank no later than Thursday (for the prior week's work). For employees that do not desire direct deposit, a good faith effort will be made to put paychecks in the U.S. Mail by Wednesday (for the prior week's work). Both payment methods are designed for a Friday payday.

For employees that choose direct deposit, their pay stub will be mailed or delivered within seven calendar days from the date of direct deposit. Employees are encouraged to receive their pay stubs electronically.

8:2 When an employee is temporarily assigned to work in a classification higher than his regular classification for two (2) 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.

8:3 When Climbers are hired, due consideration shall be given to their previous experience in work similar to that covered by this Agreement and they shall be credited for the equivalent value of such experience in the Climber's wage schedule, as determined by the Company.

8:4 The 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 the Company and Union reach an agreement of the wage rate for the

new classification and/or revised classification, it shall be retroactive to the date when classification was first established or revised.

8:5 An employee who has accumulated 1800 hours in a classification having a time progression and who completes the Company's LCQS proficiency shall be advanced to the next step in such classification until he receives the maximum rate thereof. For the purpose of wage rate progression in a temporary classification, the time worked by an employee in other than his regular classification shall also be accrued in such temporary classification.

8:6 Employees shall report for work dressed in suitable attire to perform their duties and shall be neat and clean in appearance.

8:7 As long as the Company requires uniforms to be worn by employees as a condition of employment, such uniforms shall be provided by the Company.

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. 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.

The Company shall give consideration to applications for promotion and transfer to vacancies on the basis of seniority. 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 the Company shall only consider those applications on file at the time the vacancy occurs. Should there be no application from a qualified employee on file at the time of a vacancy, the Company may fill the vacancy as provided in Section 9:2.

9:2 Requests for promotion or transfer shall expire at the end of six (6) months from the time of receipt by the Company, unless the Company has within the six month period received a request for extension.

9:3 The seniority referred to in Article IX is than seniority accumulated while working for Utility Tree Service, Inc., doing contract work for San Diego Gas & Electric.

ARTICLE X

Demotion and Layoff

10:1 In the event a reduction of forces or a permanent curtailment of operations shall occur, employees shall be demoted or laid off in the reverse order of their Company seniority in the area covered by this Agreement in which they are working at the time of the reduction or curtailment, provided that any employee displacing an employee in a lower classification shall have the ability to do the work of that classification.

(a) An employee shall demote or displace under the following rules:

(1) No employee may displace another employee who has equal or greater Company seniority than his own.

(2) An employee shall have the right to displace that employee in his own classification at the assembly point closest to his own who has the least Company seniority or he may elect to accept a demotion to a lower classification by applying the above procedure to the classification to which he is demoting.

(3) If the above displacement within his own classification or another is not possible or if a demotion is available and the employee does not wish a demotion, he shall be given the option to displace in his own classification at the assembly point next closest and so on until an election is available or the employee has exhausted his possibilities.

(4) If there is no job to which the Company can demote an employee under this Section, or if the employee does not effect a displacement under this Section, he shall be laid off.

(5) An employee who has been demoted or displaced under this Section shall have accelerated rights to the classification from which he was demoted and/or to that assembly point from which he was displaced.

(6) An employee laid off under the provisions of this Section shall within one (1) year of layoff have preferential rehire rights, by Company seniority, to a job with the Company before new employees are hired to fill job vacancies. It shall be the responsibility of the laid-off employee to keep the Company informed of his current address.

10:2 The Company shall give as much notice as possible of any layoff.

10:3 If in the application of this provisions of this Article, an employee in a classification which, in the normal line of progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification but shall be given the rate classification next higher thereto.

10:4 The seniority referred to in Article X is that seniority accumulated while working for Utility Tree Service, LLC doing contract work for San Diego Gas & Electric.

10:5 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.

10.6 Employees on layoff must keep the Employer informed of a telephone number where they may be reached. If notified of recall by the Employer either in person or by

voice mail, the employee must accept the offer of recall within twenty-four (24) hours of notification and report for work within five (5) work days thereafter.

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 When any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday.

When any one of the above holidays fall on a Saturday, an employee shall be entitled to have an additional day off with pay, such day to be scheduled with the mutual consent of the employee and his supervisor in charge.

11:3 An employee who is absent without a bona fide reason on the work day, either immediately preceding or following such holiday, shall not receive pay for the holiday.

11:4 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 not already listed in 11.1, 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 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.

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

1.) The company will make available, at no cost to employees, non-prescription safety glasses, either sun tint or clear.

2.) Each crew shall have daily tailboard briefing on the job, which shall outline the safe and proper methods of performing the day's work.

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

13:4 Upon request of the Union, the 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 the Company concerning the revision and enforcement of safety rules.

13:5 The State of California Electrical Safety Orders shall apply when employees are working near energized power lines.

13:6 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 September 1, 2015, shall have ninety (90) 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.

13:7 All employees shall have and maintain an American Red Cross First Aid and CPR card. The Employer will furnish the instructor and the necessary materials for the course. The course will be conducted on the employee's own time.

ARTICLE XIV

Miscellaneous

14:1 The Employer shall furnish all necessary tools and equipment, and shall provide three (3) pair of work 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.

14:2 Whenever two (2) or more employees are assigned to one (1) job, one shall be rated as a Working Foreman and shall receive the wages therefore as set forth in Section 8:1.

14:3 Probationary Employees: No seniority shall be considered for an employee until the employee has been with the Company for six months, but after serving this period

seniority shall be computed from the date hired. The Union will not accept, nor process a grievance involving the termination of an employee as an unsatisfactory probationer during the first six months of employment.

14:4 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) 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, or 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 procedures set forth in the following sections.

15:2 As the initial step in the adjustment of a grievance, it shall be discussed by the Union Shop Steward and the General Foreman. In the absence of the Shop Steward, the grievance shall be taken up by the authorized Union Representative directly with the General Foreman. The purpose of such discussion shall be to reach a satisfactory disposition of the grievance.

No grievance or complaint shall be considered unless it has been first presented within ten (10) working days of the alleged occurrence thereof, or the date the employee or Union became aware of, or should have become aware of the incident which is the basis for the grievance.

15:3 If a grievance is not satisfactorily settled under Section 15.2, it shall be presented to the General Foreman in writing by the Union Representative. The General Foreman shall make his reply in writing within ten (10) workdays after receipt to the Union Representative filing the grievance. If the General Foreman either fails or refuses to reply to the grievance within ten (10) days after receipt of the grievance, the merits of the grievance shall be considered as admitted and the demands of the party asserting the grievance shall be granted. The ten (10) day period may be extended by mutual agreement, and such agreement shall not be unreasonably withheld.

15:4 If a grievance is not settled satisfactorily under Section 15:3, it shall be presented in writing by the Union to the Company within ten (10) calendar 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 the Agreement, if any, relied upon as being applicable thereto.
- (c) The remedy or correction which is desired.

The Company shall reply within seven (7) calendar days after receipt, setting forth the Company's position on the grievance.

If the Company fails or refuses to comply with the time limits herein, the merits of the grievance shall be considered as admitted and the demands of the party asserting the

grievance shall be granted. The seven (7) day period may be extended by mutual agreement.

15:5 If no satisfactory settlement is arrived at under 15:4, either party may, within twenty-one (21) days, request that the grievance be referred to arbitration.

15:6 In the event the grievance involves an employee's qualifications for transfer, or involves an employee's discharge or discipline, the General Foreman's reply in Section 15:2 must be made within ten (10) workdays. Under Section 15:4, the Union must act within ten (10) calendar days and the Company must reply within ten (10) calendar days. The penalty for failure or refusal to reply within the time limits stated herein shall be the same as stated in Sections 15:3 and 15:4.

15:7 In case of failure to agree to a settlement using Article 15:1 through 15:6, the matter in dispute shall be submitted within the next ten working days to a mediator from either the Federal Mediation and Conciliation Service or to the State of California Conciliation Service, as jointly agreed upon by both parties. If the mediator fails to effect an agreement between the parties, then an arbitrator will be selected as set forth in 15:8.

Upon the advance mutual agreement of the parties on a case-by-case basis, a grievance involving a disciplinary suspension or discharge may be submitted to the final and binding decision of a mediator. In such event, the mediator's decision shall not be subject to appeal to arbitration under this Agreement.

15:8 The sole Arbitrator shall be selected through the American Arbitration Association and in accordance with the rules of the Association. The Association shall be directed to submit a list of seven (7) names. A name will be selected from that list agreeable to both parties. The expense of the Arbitration 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 for the duration of this Agreement.

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

The arbitration obligation shall not continue after contract expiration for matters arising thereafter. The Company and the Union shall each bear the expense of its own representatives and witnesses. The expense of the third party shall be borne equally by the Company and the Union.

ARTICLE XVI
Group Hospital and Insurance Plans

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.

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.

16.2 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 XVII
NATIONAL ELECTRICAL BENEFIT FUND

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 NATIONAL ELECTRICAL ANNUITY PLAN

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.

ARTICLE XIX

Jury Duty

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 XX

Sick Leave

20:1 Employees shall be permitted to utilize their floating personal days for purposes of Sick Leave.

20.2 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.

20:3 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.

20.4 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.

20:5 Paid sick leave shall not be paid out upon the employee's separation from employment for any reason.

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

20:7 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.

20:8 As of the effective date of this Agreement, the parties recognize the State of California and certain political subdivisions of the State of California have enacted a statute or ordinance mandating paid sick leave for employees within its jurisdiction. Both parties to this Agreement hereby agree to waive the requirements of the existing statute, ordinance, rule, law or regulation including, but not limited to, Article 1.5 (commencing with Section 245 (H) and all local ordinances. 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.

ARTICLE XXI

Term

21:1 This Agreement shall take effect on the January 1, 2020 and shall continue in effect as further amended herein to and including May 31, 2022 inclusive and shall continue in full force and effect from year to year thereafter unless written notice is given by either party hereto to the other at least sixty (60) days prior to the annual anniversary date requesting that the agreement be canceled.

21:2 If not canceled as above provided, then this Agreement shall continue in effect from year to year; however, it is further provided that if either party desires to amend the Agreement as to any anniversary date, then it shall so notify the other party in writing at least sixty (60) days prior to that anniversary date. If a notice of amendment has been filed with either party by the other, then this Agreement is concluded.

21:3 Any provision of this Agreement which may be in conflict with any Federal or State Law, regulation or executive order, shall be suspended and inoperative as set forth in Section 1:3 thereof.

21:4 If the Union grants to any other employer doing the same type of work covered by the agreement in any geographical area covered by the Agreement an contract whose total wages and fringe benefits are less favorable to the employee covered under such an agreement than are the total wages and fringe benefits which are applicable to employees covered by this Agreement, the Employer or its successors or assigns may at the Employer's option, incorporate into the instant Agreement the total wage 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. The Union reserves the right to grieve whether the terms are less favorable if the Employer incorporates the terms into this Agreement.

21:5 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 employees than are the total wages and fringe benefits which are applicable to employees covered by the instant Agreements, Utility Tree Service, Inc. 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 total wages and fringe benefits contained in such other 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 operation of this Article, the Union agrees to furnish the employer upon request with a copy if the 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.

21:6 During the term of this Agreement IBEW Local #465 and Utility Tree Service, LLC 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.

IN WITNESS THEREOF, the parties hereto have executed this agreement as of the _____ day of December, 2019, acting by and through their duly authorized office.

Nate Fairman
Business Manager

Dave Stall
Vice President

Date: _____

Date: _____

Chris Simmons, President

APPENDIX A
Utility Tree Service 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	\$7.75	\$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	\$7.79	\$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%	\$24.79	\$3.19	\$25.23	\$3.67	\$25.68	\$4.14	\$4.91
VC Tech 4 (Grandfathered)	75%	\$26.56	\$3.19	\$27.04	\$3.67	\$27.52	\$4.19	\$4.91

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into by and between Utility Tree Service, LLC (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 vacations. They also agreed that the Employer would pay off unused (as of Dec 31) vacation 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 _____ day of December, 2019, acting by and through their duly authorized office.

Nate Fairman
Business Manager

Dave Stall
Vice President

Date: _____

Date: _____