

AGREEMENT

BETWEEN

UTILITY TREE SERVICE, INC.

AND

IBEW LOCAL UNION 465

IMPERIAL IRRIGATION DISTRICT

January 1, 2020 – May 31, 2022

This Agreement made and entered into this ____ day of December 2019, by and between Utility Tree Service, Inc., hereinafter referred to as the “Employer” 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 Employer, 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 Employer recognizes the Union as the exclusive representative of all Line Clearance Tree Trimming employees and weed abatement employees employed by the Employer, and performing services for the Imperial Irrigation District; excluding all other employees, office clerical employees, professional employees, and guards and supervisors as defined in the Act.

1:2 The use of the male or female gender in this Agreement shall include the opposite gender.

**ARTICLE II
Effective Date – Termination – Amendments – Disputes**

2:1 This Agreement shall take effect as of January 1, 2019 and shall remain in effect until May 31, 2022. It shall continue in effect from year to year thereafter unless changed or terminated in a way later provided herein.

2:2 Either party desiring to change or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the anniversary date. Whenever notice is given for changes, the nature of the changes must be specified in the notice.

2:3 This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, be executed in the same manner as this Agreement, and be approved by the International Office of the Union and the Employers Board of Directors.

2:4 There shall be no strike, sympathy strike, walkout, concerted refusal to report for work, slowdown or any other interruption of work by the union or any employee during the term of this Agreement. The Employer shall not lockout.

2:5 A grievance is hereby defined as a claim of violation of any specific provisions of this Agreement. Any matter to be processed as a grievance shall be initiated within ten (10 working) days from the time of the incident occurring or the time the employee became reasonably aware of the situation. Grievances will be considered and adjusted by conference as follows:

- a. Conference between the employee involved, the Union Shop Steward and the employee's immediate Supervisor.
- b. Any dispute or grievance not adjusted in step (a) above within seven calendar days shall be reduced to writing and taken up by the Union Business Representative and the General Foreman.
- c. In the event the matter is not adjusted in accordance with the provisions of step (b) above within ten (10) working days, it shall be referred to the Union Business Manager or representative and the Employer's Regional Manager or representative.
- d. The grievance meeting in step (c) shall be held within thirty (30) calendar days of the submission by the Union of the matter in question.
- e. Should the parties not reach a mutually satisfactory settlement of the matter in controversy as provided in step (d) above within ten (10) calendar days, either party may demand arbitration by giving written notice to the other.
- f. Upon mutual consent of the parties, time limits of any step may be extended.

2:6 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 at least seven (7) names. A name shall be selected from the list agreeable to both parties. The expense of the arbitrator shall be borne equally by both parties. Each shall bear the expense of its own witnesses. 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.

ARTICLE III

Employer Rights – Union Rights

3:1 The Union reserves the right to discipline its members for violation of its laws, rules and agreements, provided however, that such discipline shall in no way cause violation of any labor law as it applies to the Employer.

3:2 Qualifications shall govern for promotions to all classifications contained in the Agreement. Employees so promoted or transferred shall serve a sixty (60) day probationary period. At the end of the probationary period the employee so promoted and having demonstrated his capability of performing satisfactorily the position to which he was promoted, shall then be considered to have received permanent promotion. When employees are of equal qualifications preference shall be given to the senior employee. The Employer shall maintain the right to select it's lead trimmer.

3:3 Nothing in this Agreement shall be construed to be discriminatory to any person, by the parties of this Agreement because of their race, color, religion, age, sex or national origin as defined in any applicable Federal and/or State Law.

3:4 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 work force is vested exclusively in the Employer, including the right to schedule and assign work and working hours to the employees, to require efficient service from employees, to set production standards, to hire, promote, demote, transfer, lay off or discharge employees because of lack of work or other reasons. 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.

3:5 All employees 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 thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

3:6 The Employer agrees to deduct the applicable union dues from each employee's wages, who has signed an authorization for such deductions and forward to the Local Union with notification of those employees for whom deductions have been made. 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.

3:7 Upon written request from the Union, the Employer shall, within thirty (30) calendar days, terminate the employment of any employee who fails to comply with the requirements of this Article.

3:8 The Business Manager of the Union and/or his representative shall have access to the Employer's properties during regular working hours for the purpose of transacting

Union business. The Union shall furnish the Employer 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.

3:9 The Employer 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 hiring, transfer or termination of any employee.

3:10 The Employer 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 and deletions at six (6) month intervals upon the request of the Union.

ARTICLE IV

Hours – Wage Payment – Holidays

Working Conditions

4:1 Eight (8) or ten (10) hours shall constitute the normal workday between 6:00 a.m. and 6:00 p.m. Monday through Friday. Thirty (30) minutes between the hours of 11:00 a.m. and 12:00 p.m. shall constitute an unpaid lunch period. Should the Employer require the lunch period be advanced or delayed more than one hour, an extra hour pay shall be paid at the employee's straight time rate. The regular hours of work may be changed by the Employer with five days' notice to the Union. The Employer will provide as much notice as is practicable if a change is directed by the customer. Such a change in regular hours of work shall not be deemed to require the payment of overtime as long as hours are consecutive and worked inside the 6:00 a.m. to 6:00 p.m. window. This, however, does not constitute a guarantee of any hours in the normal work day. Make-up time shall be voluntary and will be paid at the straight time rate of pay.

4:2 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 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.

4:3 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 and/or equipment breakdown, shall be paid for actual time worked, if any, but not less than two (2) hours at straight time rates.

4:4 Employees shall be compensated by Friday via direct deposit to their account for the time worked the previous week. If an employee chooses not to participate in direct deposit, a check will be mailed via the U.S. postal service to the Roving Foreman designated address. Employees are encouraged to receive their pay stubs electronically.

4:5 The first six (6) months of employment shall be considered a probationary period. No seniority shall be considered for an employee until the employee has been with the Employer for six (6) 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 (6) months of employment.

4:6 Seniority ratings shall be figured upon the term of continuous employment with the Employer doing contract work for Imperial Irrigation District. In the event a lay-off becomes necessary because of lack of work, those employees with the shortest term of continuous employment with the Employer in classification shall be laid off first. When re-hiring, those employees with the longest term of continuous employment with the Employer in classification immediately preceding rehiring shall be given first opportunity for re-employment.

4:7 The continuity of an employee's service shall not be broken by absence for any of the following:

- a. Induction, enlistment, or active duty in the Armed Forces of the United States or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment.
- b. Absence on Union business not requiring a leave of absence. The Employer shall be notified prior to absence.
- c. Absence by reason of authorized written request leave of absence without pay.
- d. The Employer shall at the request of the Union grant a Leave of Absence Without Pay to an employee who may be appointed or elected to any office or position in the Union, however, the employee's seniority shall not accrue while he is on such leave without pay.

4:8 Employees shall lose their seniority rights and/or status as an employee under the following conditions:

- a. If employee resigns.
- b. If employee is discharged.
- c. If employee is absent for three (3) working days without notifying the Employer.
- d. If employee fails to report at the expiration of any leave of absence.
- e. If employee fails to report within five (5) days after written or personal notice from Employer, to employees last known address to report to work after layoff.
- f. If employee is laid off for a period of six (6) months or more.

4:9 The Employer shall furnish all necessary tools or equipment. Workmen will be held responsible for the tools or equipment issued to them providing the Employer furnished the necessary lockers, toolboxes or other safe places for storage. The Union agrees that the Employer can immediately dismiss employees for unauthorized use of the

Employer's equipment. The Employer will furnish up to two pair of safety glasses, clear or tinted at the employee's option, yearly. The Employer will furnish each employee working on I.I.D. property two pair of leather gloves per calendar year.

4:10 The Employer shall pay for traveling time and furnish transportation from job to job within the jurisdiction of the Local Union. On work outside the jurisdiction of the Local Union, the Employer shall furnish transportation, board, meals and other necessary expenses.

4:11 If the Employer requires an employee to perform work for more than two (2) hours beyond their regular work hours and each succeeding five (5) hours thereafter, the employee shall be granted a meal period.

4:12 When an employee is temporarily assigned to work in a classification higher than their regular classification for four (4) hours or more during the day, they shall be paid no less than the minimum rate established for such classification for all time worked in the assigned classification.

4:13 Employees shall report to work dressed in suitable attire to perform their duties and shall be neat and clean in appearance.

4:14 All employees who drive the Employer's equipment shall have and maintain a valid Commercial Drivers 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 (date of agreement), shall have sixty (60) 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 driver's license is suspended or revoked.

The Employer 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.

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.

4:15 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.

4:16 All employees covered by this Agreement shall adhere to the Employer's substance abuse policy.

4:17 It shall be the responsibility of the Employer to ensure the safety of its employees and compliance by them with the established Employer's safety rules and standards.

4:18 The safety rules agreed upon shall be those in the Employer's Foreman's Manual, and all safety letters and special bulletins sent from the safety and equipment departments.

4:19 Each crew shall hold a fifteen minute safety meeting each week during working hours.

4:20 The Company will furnish uniforms if the Company decides to require the employees to wear them. In such event, maintaining and cleaning the uniforms will be the responsibility of the employee.

4:21 The hourly wage schedules are contained in Appendix A attached hereto.

4:22 After a one year period, employees hired into the Groundperson position will be promoted to a Step 1 Trimmer Trainee rate provided that all qualifications for this classification are met. The Employer will provide every opportunity during this one year period for the employee to be qualified for this classification.

In no case shall an employee advance to a step in classification that the employee has not accumulated the experience for such step and/or has not completed the proper certification.

4:23 When Climbers are hired, due consideration may be given for their previous experience on work similar to that covered by this Agreement, and they may be credited for the equivalent value of such experience in the wage schedule, as determined by the Employer.

4:24 These provisions shall apply only with respect to work done under the Collective Bargaining Agreement between the International Brotherhood of Electrical Workers, Local 465 and Utility Trees Service, Inc. for Imperial Irrigation District.

4:25 All classifications not included in the current prevailing wage rate case will be increased (or decreased) to reflect the proper percentage adjustment in the current prevailing wage case.

4:26 Should the Employer temporarily (for a period of up to three months) move an employee from Imperial County to Riverside County, the Employer will pay the employee at the appropriate rate from the Imperial County wage scale.

4:27 Employees who have completed the probationary period may file requests in writing to the Company office for transfer to a new location in their present classification. When a permanent vacancy occurs, the Company will give consideration to such requests. If the employee's qualifications, work experience and job performance are sufficient, preference shall be given based on seniority. Employee may only invoke such transfer once every twelve (12) months, unless the Company agrees otherwise. Employees will not be considered for transfer if they have had unacceptable job performance, safety compliance or attendance within the previous six (6) months. The employee's request for transfer must be renewed every six (6) months.

4:28 Employees required by the Company to use a personal cell phone in the course of their employment will be reimbursed on a monthly basis, at the rate of ten dollars (\$10.00). When required, the Employer may request proof of service from the employees utilizing this program.

4:29 Per Diems. A flat rate of fifty dollars (\$50.00) per day shall be paid for each day worked. Ground persons and VC Tech I and II will be eligible for twenty-five dollars (\$25.00) per day. 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.

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

4.30 During the term of this Agreement, IBEW Local #465 and Utility Tree Service 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.

4:31 Employees who work for a calendar quarter without a safety-related incident will be eligible for one credit that may be applied to the purchase of company provided long-sleeved T-shirts or climbing boots as provided further herein: (The T-shirt to be provide will be long-sleeved.):

Employees will be disqualified from accumulating a credit for the calendar quarter if they have any of the following during the quarter:

- a.) An OSHA recordable on the job injury, in which the employee's rule violation contributed to the injury; or
- b.) A property damage claim in excess of two hundred (\$200.00) dollars; or
- c.) An "at fault" automotive (vehicular) accident that results in property damage or a bodily injury claim; or
- d.) An employee-caused outage.

Employees who accumulate credits may exchange them for company provided T-shirts or climbing boots as follow:

One Credit: 5 Utility Tree Logo cotton T-shirts (short or long sleeves) provided by the Company.

Two Credits: Reimbursement for one-half (1/2) the cost of climbing boots purchased through a company approved supplier.

Four Credits: 100% of the cost of climbing boots purchased through a company approved supplier.

The Employer will maintain a list of employees who qualify each quarter and the credits they have accumulated and used. The Employer will provide a copy of such list to the Union upon request.

4:32: Employees required by the Company to use a personal cell phone in the course of their employment will be reimbursed on a monthly basis, at the rate of ten dollars (\$10.00). When required, the Employer may request proof of service from the employees utilizing this program.

4:33 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.

ARTICLE V HOLIDAYS

5:1 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)

All employees working on the last scheduled working day before a celebrated holiday and the first scheduled working day after such holiday shall receive eight (8) hours pay at the straight time rate.

When any one of the listed holidays falls on Saturday, it shall be celebrated on the preceding Friday, and when the holiday falls on Sunday, it shall be celebrated on the following Monday.

No work shall be performed on Labor Day except in case of emergency

5.2 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 covered under Section 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.

5.3 Sick Leave. Employees may utilize their floating personal days for sick leave as follows:

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

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

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

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

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

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

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

d. The use of sick leave shall be for a minimum of two (2) hours but may be used for the entire work day.

e. Sick leave shall not carry over from one calendar year to the next. Sick leave will not be paid out upon separation from employment.

5.4 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 VI

Vacations

6:1 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

6:2 Vacation arrangements must be scheduled with the employee's immediate supervisor. Vacation shall not be cumulative from year to year but must be taken in the year in which it is due. In case of conflict over scheduling of employee vacation periods seniority shall be the determining factor.

ARTICLE VII

Health and Welfare

7:1 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.

7.2 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.

7:3 The Company shall provide Bereavement Leave of up to three (3) unpaid days per calendar year to each employee to be used for immediate family. Immediate family is defined as: spouse, mother, father, son, daughter, brother, sister, grandmother, mother-in-law and father-in-law.

ARTICLE VIII 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 IX 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 X

Discharge and Warning Notices

10:1 The Employer shall have the right to discipline or discharge any employee for just cause, but in respect to discharge shall give at least three (3) warning notices to the employee in writing, except that no warning notice needs to be given to an employee before he/she is discharged if the cause of such discharge is:

1. Dishonesty
2. Insubordination
3. Recklessness
4. Physical assault
5. Possession of firearms on Employer's property
6. Unauthorized passengers in Employer's vehicle
7. Being on Employer's premises, property, or time under the influence or in possession of either alcohol or narcotics
8. Fighting (provoking and/or assaulting)
9. Gross negligence
10. Failure to maintain a valid driver's license as required by law for the equipment they are assigned to. The California Department of Motor Vehicles will be the sole authority on the validity of said Driver's License. If employees should have their driver's license revoked or suspended for any reason whatsoever, employees are required to immediately notify the Employer and shall have three (3) months to reinstate their Driver's License, except where the possession of the Driver's License directly affects the job, in which case, an employee will be immediately discharged.
11. After receiving three (3) warning letters within a twelve (12) month period
12. Unauthorized tree trimming, contracting, or solicitation of any related work deemed to be in competition with Employer's or contractor
13. Violation of safety rules
14. Theft of time (not working, falsifying time sheets, etc.)
15. Violation of harassment policies.

This list is not to be considered or construed as being all inclusive.

ARTICLE XI

11:1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

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.

UTLITY TREE SERVICE, INC.

IBEW LOCAL UNION 465

David Stall, Vice-President

Nate Fairman, Business Manager

Date: _____

Date: _____

Chris Simmons, President

APPENDIX A
Utility Tree Service and IBEW Local (465) – Imperial Irrigation District

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 Inc. (hereinafter referred to as the “Employer”) and IBEW Local Union 465 (hereinafter referred to as the “Union”). During the negotiations for the collective bargaining setting wages, hours and terms and conditions of employment for employees of the Employer working on the property of Imperial Irrigation District, the parties reached the following additional understanding and agreement.

It is recognized that from time to time employees who normally work under the terms of the collective bargaining agreement for Imperial Irrigation District may be temporarily assigned to perform work for the Employer on the property of Mohave Electric in Bullhead City, Arizona. In such cases, these employees will continue to be covered by the terms of the collective bargaining agreement.

During the negotiations for the 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 and year first above written, acting by and through their duly authorized office.

UTILITY TREE SERVICE, INC.

IBEW LOCAL UNION 465

David Stall, Vice-President

Nate Fairman, Business Manager

Date: _____

Date: _____

Chris Simmons, President