

# **AGREEMENT**

**BETWEEN**

**ASPLUNDH TREE EXPERT, LLC**

**AND**

**INTERNATIONAL BROTHERHOOD**

**OF ELECTRICAL WORKERS,**

**LOCAL 125**

**(AFL-CIO)**

**PORTLAND, OREGON**

**EFFECTIVE JANUARY 1, 2022**

**THROUGH DECEMBER 31, 2025**

## **DIRECTORY**

### **IBEW LOCAL 125**

Travis Eri, Business Manager  
17200 N.E. Sacramento Street  
Portland, Oregon 97230  
Telephone: (503) 262-9125

### **ASPLUNDH TREE EXPERT, LLC**

Shawn Shapiro, Senior Vice President  
708 Blair Mill Road  
Willow Grove, Pennsylvania 19090-1701  
Telephone: (215) 784-4265

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## PURPOSE AND SCOPE OF THIS AGREEMENT

This Agreement is made and entered into by and between the **ASPLUNDH TREE EXPERT, LLC** (hereinafter referred to as the “Employer” or “Company”) and **LOCAL 125, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS** (hereinafter referred to as the “Union”).

The intent of this Agreement is to establish uniform conditions of employment for Outside Electrical Workers as outlined below.

IBEW Local 125 is presently chartered by the International Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside electrical work in the following counties in the State of Washington: Clark, Klickitat, and Skamania, and in the State of Oregon: Baker, Clackamas, Clatsop, Columbia, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Marion, Morrow, Multnomah, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco, Washington, Wheeler, and Yamhill.

The scope of work covered under this Agreement and employees employed under the provisions of this Agreement shall perform all production and maintenance work for all classifications affixed hereto.

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

### BASIC PRINCIPLES

The Company and the Union have a common and sympathetic interest in the Electrical Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public.

Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows.

### ARTICLE 1

#### EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES

✍ **1.1** This Agreement shall take effect January 1, 2022, and shall remain in full force and effect until 11:59 p.m., December 31, 2025. It shall continue in effect from year to year thereafter, unless either party desiring to change or terminate said Agreement gives written notice to the other party no later than October 31, 2025, of a desire to amend or terminate said Agreement or gives notice no later than October 31, 2025, of any subsequent year in the event that notice is not given on or before October 31, 2025.

- (a) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.
- (b) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes or terminated under the terms and conditions of this Agreement and applicable laws.

**1.2** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing.

**1.3** During the term of this Agreement, there shall be no stoppage of work, either by strike or lockout, because of any dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

**1.4** All grievances or questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two are unable to adjust any matter within 48 hours, they shall refer to the Grievance Procedure outlined in this Agreement.

## **ARTICLE 2**

### REFERRAL PROCEDURE

**2.1** In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status within the area, and of eliminating discrimination in employment because of membership or non-membership in the Union, the parties hereto agree to the following system of referral of applicants for employment.

**2.2** The Union shall be the sole and exclusive source of referral of applicants for employment, except as otherwise provided in Section 2.6.

**2.3** The Employer shall have the right to reject any applicant for employment.

**2.4** The Union shall select and refer applicants for employment without discrimination against such applicants by reason of membership or non-membership in the Union, and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. All such selection and referral shall be in accord with the following procedure.

**2.5** The Union shall maintain a register of applicants for employment established on the basis of the classifications and Groups listed below. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which they qualify.

#### CLASSIFICATION

GROUP I All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification and who have been employed in the normal construction labor market area for a period of at least one year in the last 3-½ years under a collective bargaining agreement between the parties to this Agreement.

GROUP II All applicants for employment who have one or more years' experience in the trade and who have the necessary qualifications pertaining to their classification.

GROUP III All applicants for employment who have experience in the trade, are residents of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six months in the last 3-½ years in the trade under a Collective Bargaining Agreement between the parties to this agreement.

GROUP IV All other applicants for employment.

**2.6** If the registration list in a given classification is exhausted and the Union is unable to refer applicants for employment to the Employer within 48 hours from the time of receiving the Employer's request, Saturdays, Sundays and holidays excepted, the Employer shall be free to secure applicants without using the Referral Procedure, but such applicants, if hired, shall have the status of "temporary employees".

**2.7** The Employer shall notify the Business Manager or designated representative promptly of the names and Social Security numbers of such temporary employees and shall replace such temporary employees as soon as registered applicants for employment are available under the Referral Procedure.

**2.8** Normal construction labor market is defined to mean the following geographical area: Portland Office of Local 125 will be the dispatching point for applicants for employment in Baker, Clackamas, Clatsop, Columbia, Crook, Deschutes, Gilliam, Grant, Harney, Hood River, Jefferson, Marion, Morrow, Multnomah, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco, Washington, Wheeler, and Yamhill counties in the State of Oregon and Clark, Klickitat, and Skamania counties in the State of Washington.

The above geographical areas are agreed upon by the parties to include the area defined by the Secretary of Labor to be appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies.

**2.9** RESIDENT – Means a person who has maintained their permanent home in the geographical area for a period of not less than one (1) year, or who having had a permanent home in the above-defined area, has temporarily left with the intention of returning to this area as their permanent home.

**2.10** EXAMINATION – An examination to determine if an applicant is qualified shall include experience rating tests, if such examinations shall have been given prior to the date of this procedure, but from and after the date of the procedure shall include written and/or practical examinations given by the employer or a duly constituted Outside Local Union of the IBEW. Reasonable intervals of time for examinations are specified as 90 days. An applicant for classification change to Journeyman Tree Trimmer shall be eligible for examination if they have two years documented experience as a Line Clearance Tree Trimmer.

**2.11** The Union shall maintain an "Out-of-Work List" which shall list the applicants within each Group in chronological order of the dates they register their availability for employment.

**2.12** "RE-REGISTRATION" – An applicant who is hired and who receives through no fault of their own, work of 40 hours or less, shall upon re-registration, be restored to their appropriate place within their Group.

**2.13** The Employer shall advise the Business Manager or designated representative of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in Group I in the order of their place on the "Out-of-Work List" in Group II. Any applicant who is rejected by the Employer shall be returned to their appropriate place within their Group and shall be referred to other employment in accordance with the position of their Group and their place within the Group.

**2.14** The only exceptions which shall be allowed in this order of referral are as follows:

- When the Employer states bona fide requirements for special skills and abilities in their request for applicants, the Business Manager or designated representative shall refer the first applicant on the register possessing such skills and abilities. Such skills and abilities may include but are not limited to possession of a valid CPR and First Aid Card, a valid Commercial Driver's License, and a Herbicide License for the state in which they will be assigned work.

**2.15** When the Employer desires to employ a particular applicant as Foreman, they shall notify the Dispatcher of the name of the applicant requested. The preceding shall be subject to the following conditions:

- (a) Such applicant must be on the appropriate out-of-work list for which they are requested from Local 125;
- (b) Such applicant must be eligible for Group I, Classification B, Journeyman Tree Trimmer; and
- (c) Such applicant must work as a Foreman for at least 60 days unless such job is for a shorter duration.

**2.16** An Appeals Committee is hereby established comprised of one member appointed by the Union, one member appointed by the Employer, and a public member appointed by both these members.

**2.17** It shall be the function of the Appeals Committee to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of this Agreement. The Appeals Committee shall have the power to make a final and binding decision on any such complaint, which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedure rules for the conduct of its business, but it is not authorized to add to, subtract from, or modify any of the provisions of this Agreement, and its decisions shall be in accord with the Agreement.

**2.18** A representative of the Employer, designated to the Union, in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

**2.19** A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

### **ARTICLE 3**

#### **UNION SECURITY CLAUSE**

**3.1** The Employer recognizes the Union as the sole Collective Bargaining Agency between itself and the employees covered under this Agreement.

**3.2** All employees employed by the Employer shall, as a condition of employment, tender the full and uniform admission fees in effect in the Local Union on the 30<sup>th</sup> day following the beginning of employment under this Agreement or the effective date of this Agreement, whichever is later. All employees accepted into membership shall thereafter maintain their continuous good standing in the Union as a condition of employment by paying regular monthly dues and/or working dues uniformly paid by other members of the same classification in the

Union in order to defray the costs of the Collective Bargaining Agreement in accordance with its rules. In the event that an employee fails to tender the admission fee or that a member of the Union fails to maintain their membership by paying monthly dues and/or additional working dues in accordance with the provisions of this Section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual employee within 48 hours (Saturdays, Sundays, and holidays excluded) for failure to maintain continuous good standing by paying monthly dues and/or additional working dues in the Union in accordance with its rules referred to above in this paragraph.

**3.3** In the event that the Union does not accept into membership any employee tendering the admission fee and regular monthly dues and/or additional working dues, the foregoing paragraph shall not be applicable; provided, however, that the Union may at any time thereafter decide to take such employees into membership, in which case said employee shall be required to tender the full and uniform admission fees in effect in the Local Union not later than 30 days following notification by the Union and shall thereafter be required to maintain their membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph. In the event that such employee fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said employee within 48 hours.

**3.4** When terminating an employee for any reason, the Employer will provide the employee with a completed termination slip on a form to be provided by the Company. Such slip is to show the full name of the employee, classification in which employed, date of termination, reason for termination and whether or not the employee is eligible for rehire. The termination slip should be given to the employee at the time of termination or be mailed no later than the next workday after termination to the employee at their last known address, with copies to the Local Union.

**3.5** The Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership; provided, however, all employees, members of the Union or otherwise, shall be classified and receive the wage scale as provided in this Collective Bargaining Agreement.

## **ARTICLE 4**

### **CONTRACTOR RIGHTS - UNION RIGHTS**

**4.1** Employees covered by this Agreement, except those meeting the requirements of "Employer" as defined herein, shall not contract for any power line clearance tree trimming work.

**4.2** Employees covered by this Agreement who become Employers shall not work as employees.

**4.3** The Union agrees that if during the life of this Agreement it grants to any other Employer in the Electrical Contracting Industry, on work covered by this Agreement, such better terms or conditions for any job or project than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement for the same job or project and the Union shall immediately notify the Employer of such concessions.

**4.4** The Employer signatory to this Agreement shall only employ employees referred by Local 125 for continuous employment in the Local's jurisdiction.



**4.5** The Employer shall hold a Pre-job Conference with the Business Manager or designated Representative in the jurisdiction affected prior to moving the employees to the job.

**4.6** The Employer shall not loan or cause to be loaned employees in their employ to any other Employer.

**4.7** The Employer agrees to deduct regular and normal monthly Union dues and/or additional working dues from a member's paycheck in such an amount as shall be requested by the member in writing. Such dues shall be transmitted monthly to the Union office. Said authorization for payroll deductions may be revoked by the member during the 10 day period preceding the anniversary date of this Agreement.

**4.8** No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with any of their employees.

No Employer shall rent or accept the loan of cars, trucks, tools or any other equipment from any of their employees or the employees of any other Employer.

Any Employer who sublets or contracts work which is described under "Purpose and Scope of this Agreement" to another Employer shall notify the Local Union of the name of such subcontractor, their permanent address, and the location and nature of the work subcontracted. Such subcontractor shall not begin work until they are in compliance with this Agreement.

Unauthorized use of Company equipment shall be grounds for immediate termination.

**4.9** No Employer, employee or their agents shall give or accept directly or indirectly any rebate of wages. Any Employer found violating this provision shall be subject to having their Agreement terminated upon written notice thereof being given by the Union.

**4.10** No Employer, at any time, shall work with the tools of the trade.

**4.11** The Employer shall furnish the necessary locks, toolboxes or other safe places for the storage of all equipment, personal or otherwise, necessary to perform the work required under this Contract.

**4.12** The Business Manager shall have the right to appoint a Steward at any shop or on any job where employees are employed under the terms of this Agreement. The Employer shall be notified in writing of said appointments.

The Steward shall, upon request to the Employer's authorized representative, be given a reasonable amount of time, not to exceed four hours a month, except in rare and unusual circumstances during regular working hours to see that this Agreement is observed. The area of their assignment shall be as agreed to between the Union and the Employer.

The Employer shall notify the Local Union prior to layoff, transfer, or termination of the Shop Steward.

**4.13** The representative of the Union shall be allowed access to any Shop or job at any time where employees are employed under the terms of this Agreement, as long as they do not interfere with the job or work.

**4.14** Employers may advance Journeyman Tree Trimmers to Foremen as needed and also may advance an employee to jobs of a higher classification when the employee's referral slip shows that such is their regular classification; provided, no eligible applicant in that classification is available. The Employer shall notify the Shop Steward or the Union Representative during the same workday of such advancements.

Should the Local Union be unable to refer applicants to the Employer for the classification requested, the Employer may, by agreement with the Business Manager or designated representative, advance employees on the job to higher classifications of work which they are able to perform. Such advancement shall be considered a "temporary upgrade" and the Employer shall notify the Union in writing of the names of such employees temporarily upgraded.

All "temporary upgrades" shall end at the conclusion of the job for which they were made or employees in the appropriate classification(s) become available, unless otherwise agreed to by the Local Union. An exception will be: employees in "temporary upgrades" will be laid off prior to the layoff of a Journeyman Tree Trimmer qualified in the area of assignment.

**4.15** It shall not be considered a violation of this Agreement for employees to refuse to cross a legal picket line established by any other Union.

**4.16** The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall, therefore, have no restrictions except those specifically provided for in the Collective Bargaining Agreement, in planning, directing, and controlling the operation of all their work, in deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the Local Union's geographical jurisdiction, in determining the need and number, as well as the person, who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

## **ARTICLE 5**

### **PROCEDURE FOR FILING A GRIEVANCE**

**5.1** A Grievance is hereby defined as a claim by an employee or by Asplundh Tree Expert of a violation of a specific provision of this Agreement, or of any alleged act or type of supervisory conduct, which unjustly or unlawfully causes an employee to lose their job or any benefits arising out of their job.

**5.2** The Company and Union will promptly meet and deal with each other, through their respective representatives, with respect to any dispute involving the interpretation, application, or alleged violation of any provision of this Agreement. All such matters shall be adjusted as hereinafter provided, except that "any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have such grievances adjusted, without the intervention of the Union Representative, as long as the adjustment is not inconsistent with the terms of the Agreement. Provided, further, that the Union Representative has been given opportunity to be present at such adjustment." As a condition to the filing of a grievance under this Agreement, an employee shall take the subject matter involved up with their immediate supervisor within five calendar days of the occurrence giving rise to the grievance or from the date which the employee knew or reasonably should have known of such occurrence. This requirement shall not apply to claims of allegedly unjust disciplinary action.

**5.3**      STEP ONE – Any employee or group of employees having a grievance shall present such in writing to the Union Steward within 30 calendar days after the grievance arises or after the aggrieved employee knew or reasonably should have known of the existence of the grievance. The Steward shall thereupon consider such grievance and within five working days following receipt shall prepare and present to the designated Company Supervisor of the work group involved a written "Notice of Grievance" with a copy for the Company's Manager of Labor Relations and a copy to the Union's Business Manager. Said Notice of Grievance shall set forth so far as may be applicable:

- (a) The nature of the grievance and the circumstances from which it arose;
- (b) The remedy or correction the Company is requested to make; and
- (c) The Section(s) of this Agreement, if any, relied upon or claimed to have been violated.

The Company and the Union will endeavor wherever practicable to settle any grievance at this point. Discussion between the Company Supervisor and the Union Steward shall take place, if practical, within 72 hours, unless extended by mutual consent, following receipt by the designated Company Supervisor.

The Company Supervisor shall, within 10 working days after such discussion, prepare and present to the Union Steward a "Proposed Settlement of Grievance" and mail or present copies of this Proposed Settlement of Grievance to the Company's Manager of Labor Relations and the Union's Business Manager. Should the proposed settlement be agreed to by the Union Steward, they shall so state in the proposed settlement and sign their name thereto. If the Union Steward does not agree to the proposed settlement, they shall state this fact on the proposed settlement and sign their name thereto. The Union Steward shall accept or reject the proposed settlement within five working days of receipt. In the event of rejection, the grievance may, at the Union's option, be processed as provided in Step Two.

STEP TWO – If a grievance is referred to Step II as provided in Step I, a meeting shall be held within 20 working days of the request by the Union's Business Manager or designated authorized representative, in order to settle the grievance under consideration. No grievance shall be handled at this Step II until it has been processed as provided in Step I. The Union and the Company may each call and present witnesses to testify at such a meeting, and each shall pay all costs of the appearance of the witnesses so called by them.

Any settlement agreed upon shall be reduced to writing and copies signed by representatives of both parties. The proposed settlement shall be reduced to writing by the Company's District Manager and presented to the Union's Business Manager within 10 working days of the Step II meeting.

**5.4**      The Company and the Union will endeavor to settle, by the foregoing methods, all disputes arising under this Agreement. Failure by either party to comply with the time limits specified in Article 5 shall, unless waived by the other party, constitute waiver of the grievance. Should either party fail or refuse to meet in an attempt to settle such grievance within the time limits specified, unless the time limits shall be extended by mutual written consent, the other party shall then consider that its position has been accepted.

**5.5**      In the event that any grievance arising under this Agreement shall not be settled as provided in the foregoing Sections, such grievance shall, upon written notice to the Company

within 10 working days following completion of Section 5.3, Step II, be submitted to Arbitration as provided in the following Article 6 hereof. This grievance procedure and arbitration under Article 6, in the event no agreement is reached under the grievance procedure, shall be the exclusive means of resolving any grievance arising under this Agreement. The Union shall have sole discretion as to whether or not to proceed to arbitration as provided herein and any such decision reached in good faith shall be binding on the employee or employees involved.

**5.6** All time limits may be extended by mutual written consent.

## **ARTICLE 6**

### **ARBITRATION**

**6.1** Any grievance not settled 20 workdays after being presented by the procedure set forth in Step Two under Article 5 shall, on timely written notice under Section 5.5, be disposed of by arbitration in the manner and form hereinafter provided, unless the time shall be extended by mutual written consent.

**6.2** Each party, after it has been determined the matter cannot be settled by direct negotiations, shall within five working days jointly request the Federal Mediation and Conciliation Service to designate a panel of nine arbitrators. Upon receipt of such panel, the parties shall alternately strike names from the panel, the grieving party striking the first name, and the remaining name on the panel shall be the arbitrator. By mutual agreement, the parties may submit multiple grievances to the arbitrator so designated.

**6.3** The arbitrator designated under Section 6.2 shall act as a fair and impartial arbitrator, and shall proceed to hear the evidence and shall make a decision which shall be final and binding on the parties. The arbitrator shall have no authority to add to or otherwise change any provision of this Agreement and their decision shall be within the scope of this Agreement.

**6.4** It is understood by both parties that the arbitration hearings will be conducted in as short a time as possible and the arbitrator shall designate the time and place of the hearing, and cause due notice thereof to be given. Each party shall be given the opportunity to appear in person and/or by attorney, to produce witnesses and cross-examine. The arbitrator shall pass on the admissibility of the evidence. Each of the parties hereto agrees to produce all its books, records, or documents, or any other material, which in the opinion of the arbitrator is relevant to the issues in dispute. The arbitrator's decision shall be in writing and shall give the reasons thereof.

**6.5** The award of the arbitrator shall be final and conclusive on the parties hereto. The arbitrator shall not have authority to arbitrate away in whole or in part any provision or provisions of this Agreement. Either party to this Agreement may file a grievance.

**6.6** Each party will bear the expense of presenting and preparing its own case. Compensation and expenses of the arbitrator, to include the meeting facility if any charges are incurred, shall be borne equally by the Company and the Union.

**ARTICLE 7**  
**HOURS - WAGE PAYMENTS**

**7.1** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. or 5:00 p.m., with not less than 30 minutes nor more than one hour for a lunch period, shall constitute a normal workday. Meal periods shall be breakfast, 6:30 a.m. to 7:00 a.m.; lunch, Noon to 12:30 p.m. or 1:00 p.m.; and Midnight to 12:30 a.m.; and dinner, 6:00 p.m. to 6:30 p.m. Forty hours within five such workdays, Monday through Friday inclusive, shall constitute a workweek. It is recognized that the above hours and days may be changed by mutual agreement.

Upon mutual agreement, the Employer may establish an alternative work schedule consisting of 10 hours, with not less than 30 minutes for lunch, over four consecutive days either Monday through Thursday or Tuesday through Friday.

Upon mutual agreement, the Employer may establish an alternative work schedule consisting of 10 hours, with not less than 30 minutes for lunch, over four days on weeks in which a holiday recognized by this agreement is celebrated. Hours worked shall be at the straight time rate of pay

When extreme weather conditions are such that federal, state or county agencies prohibit the continuance of work during regularly scheduled work hours, the work hours will be changed for the duration of those conditions, subject to the following.

- Work schedules shall be for not less than eight hours, subject to Section 7.1 of this Agreement.

When employees are required to work overtime on storm damage or emergency call-out, the following conditions will apply. Meals: minimum meal allowance will be reimbursed at \$10.00 for breakfast, 6:30 a.m. to 7:00 a.m.; \$12.00 for lunch, Noon to 12:30 p.m.; \$15.00 for dinner, 6:00 p.m. to 6:30 p.m.; and \$12.00 for midnight meal, Midnight to 12:30 a.m. Meals paid by receipt only. Employees will not be paid for time spent eating. On jobs in excess of 24 hours duration, lodging will also be provided by the contractor. No additional charges will be reimbursed.

**7.2** The minimum rate of wages shall be those set forth in the Wage Schedule(s).

If employees are needed for special work not listed in the general classification, they shall be paid a wage that relates in importance to one of the classifications herein provided.

**7.3** Wages shall be paid weekly, by direct deposit, not later than quitting time on Friday, and not more than five regular workdays' wages may be withheld at any one time. When the employee gives two regular workdays' (48 hours) notice in writing before quitting their job they shall receive their pay, in full, except any unscheduled overtime, which shall be mailed to their last known address no later than Friday of the next workweek. If no notice is given, their check, in full, will be mailed no later than Friday of the next workweek to their last known address. All employees will be paid by direct deposit unless they demonstrate they are unable to obtain a bank account. The employer shall make a paycheck stub available electronically to the employee.

Should the Employer, for any reason under their control, fail to pay into the employees' direct deposit account (or have a check available) by quitting time on Friday, the employee shall notify the General Foreman by noon of the workday. If the employer does not correct the error by the

end of the workday, the following shall apply, the Employee(s) involved shall be entitled to receive for each 24-hour period or fraction thereof, thereafter, until checks are available at job headquarters:

FIRST OCCURRENCE – (per Employer), per pay period in a six-month calendar period, two straight-time hours;

SECOND OCCURRENCE – (per Employer), per pay period in a six-month calendar period, four straight-time hours;

THIRD OCCURRENCE – (per Employer), per pay period in a six-month calendar period, eight straight-time hours;

If the employee does not discover that a direct deposit payment has not been made on Friday, the same penalty will apply once the same notice has been given to the employer before noon on the next regular workday and the employer has not corrected it by the end of the workday.


If an Employer discharges an employee or the employee terminates by mutual agreement, all wages shall be paid by noon of the next working day.

It shall be the responsibility of any employee working alone to have time sheets mailed or delivered to the Employer promptly after the completion of the pay period. It shall also be the employee's responsibility to notify the Employer promptly if wages do not arrive by the scheduled time.

**7.4** Any employee reporting for work at starting time in the morning and being terminated before noon, not having been notified the previous day, shall be paid four hours' wages; if terminated any time after noon, they shall be entitled to eight hours' pay. If an employee is terminated for cause, only the actual hours worked shall be paid. If an employee's tools and belongings are not available to him at headquarters when they are terminated, they shall be paid only that time required to gather these items, but not to exceed four hours.

**7.5** Employees ordered to report for work when weather conditions are such that they cannot work BY DECISION OF THE EMPLOYER OR EMPLOYEES shall receive one hours' pay at the applicable rate. When employees report to work without previous orders to the contrary, except as stated above, and are not put to work due to reasons under the Employer's control, they shall be paid two hours' time at the applicable rate.

**7.6** The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each workday on all work within the jurisdiction of the Union.

 **7.7** HOLIDAYS – Employees who complete 40 hours of continuous service with the employer shall receive eight hours of holiday pay for each of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day, or days celebrated as such. To be eligible for the paid holiday, the employees must report for work on all scheduled workdays during the week that the holiday falls unless the employee is off on an approved absence. Hours paid shall be at the straight time rate of pay.

When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as the recognized holiday. When a recognized holiday falls on a Sunday, the following Monday shall be observed as a recognized holiday.

All work performed outside of the regularly scheduled working hours and on Saturdays, Sundays and the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day, or days celebrated as such, shall be paid at 2x the regular straight-time rate of pay.

Emergency work performed for an operating utility company in restoring customer service by an Employer on days on which the utility company crews would receive overtime will be paid for at the applicable overtime rate.

**7.8** A minimum of two hours' overtime pay shall be allowed for work outside the employee's regular shift, unless the employee reports for work less than two hours before the beginning of their regular shift or continues after their regular shift.

When an employee reports for overtime work and works six hours or more outside their regular shift hours, they shall receive minimum of eight hours' rest before their regular shift begins or the regular shift hours will be at the overtime rate. After eight hours' rest, any remaining portion of the regular shift may be worked at the straight-time rate of pay.

When an employee has worked on one shift at the overtime rate, they shall not go back to work at the regular straight-time rate until relieved for a period of eight hours.

**7.9** NATIONAL ELECTRICAL BENEFIT FUND ("NEBF") – 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 three percent (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 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 their 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 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 their labor agreement.

If during the term of this Agreement, the Trustees attempt to increase the required funding, the NEAP contribution will be reduced by the amount of the increase effective the date such increase commences and the Employer shall then contribute to the NEBF such increase described above.

 **7.10**     HEALTH & WELFARE (LINECO)

- (a) The Employer employing workers under this Agreement shall pay to the designated LINECO office the sum of \$7.00 for each hour worked by all such employees.

Effective January 1, 2024, the Employer shall contribute up to an additional \$.25 for each hour worked.

Effective January 1, 2025, the Employer shall contribute up to an additional \$.25 for each hour worked.

Hours worked shall be deemed to include straight-time hours, actual overtime hours and report time.

- (b) If the total cost of LINECO exceeds the contributions provided herein, the amount of the excess will be deducted from the Employer's NEAP contribution and will be forwarded to the designated LINECO office.

Remittance shall be mailed to reach the designated LINECO office on or before the 15<sup>th</sup> day of each month for each hour worked in weekly pay periods ending during the preceding month, together with a monthly payroll report on a multi-copy form that will be furnished for that purpose by the Trustees of the fund.

It is understood and intended by the parties to this Agreement that the purpose of this clause is to establish an Employer financed Health & 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 therewith.

- (c) The Union understands that the Employer's agreement to contribute to the Line Construction Benefit Fund (the "Fund") is based on its understanding that (1) the Fund is in compliance with, or will be in compliance with, all of the provisions of the federal Patient Protection and Affordable Care Act, as the same may be amended from time to time (the "ACA"), as of the applicable effective dates, and (2) by making contributions to the Fund, the Employer will satisfy its obligations under the ACA's employer mandate and will not be subject to any penalties, fines or other charges under the ACA (including, but not limited to, shared responsibility penalties under sections 4980H(a) or (b) of the ACA) with respect to any bargaining unit employee on whose behalf the Employer makes contributions to the Fund. In the event that the Employer is assessed or subjected to any such penalties, fines or other charges under the ACA with respect to any bargaining unit employee on whose behalf the Employer makes contributions to the Fund, the Employer shall immediately notify the Fund. If the Fund fails to bring itself into compliance with the provisions of the ACA within 60 calendar days, the Employer may immediately cease participation in LINECO and this agreement shall be reopened to negotiate over the current contribution to the Fund, a substitute medical plan and wage rates.




**7.11** Tree Trimmer Apprentices will be under the direction of the currently approved "Outside Area Training Agreement" between the Northwest Line Constructors Chapter, NECA, and the several IBEW Local Unions shall govern all matters of training for Trimmers and Apprentices and the financing thereof, as set forth in the Outside Area Training Agreement. The contribution rate shall be 1% of gross labor payroll. Effective January 1, 2019, the contribution rate shall be 1.5% of gross labor payroll.

**7.12** NATIONAL ELECTRICAL ANNUITY PLAN ("NEAP") – 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"), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to the amount listed in Section 7.13 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 their 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 their labor agreement.

 **7.13** The Employer shall contribute a sum for each hour worked by employees covered by this Agreement to the National Electrical Annuity Plan in accordance with the following schedule. Hours worked shall be deemed to include straight time hours worked, actual overtime hours and report time.

**NATIONAL ELECTRICAL ANNUITY PLAN CONTRIBUTIONS**

<u>CLASSIFICATIONS</u>	<u>HOURLY RATES EFFECTIVE</u>				
	<u>1/1/2021</u>	<u>9/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/120/25</u>
Journeyman Tree Trimmer Foreman <sup>1</sup>	\$6.09	\$6.59	\$6.84	\$7.59	\$8.09
Journeyman Tree Trimmer <sup>2</sup>	\$6.09	\$6.59	\$6.84	\$7.59	\$8.09
Tree Equipment Operator <sup>3</sup>	\$6.09	\$6.59	\$6.84	\$7.59	\$8.09
Spray Foreman	\$6.09	\$6.59	\$6.84	\$7.59	\$8.09
Tree Trimmer Apprentice <sup>4</sup>					
4 <sup>th</sup> 6 mos.	\$4.34	\$4.59	\$4.84	\$5.09	\$5.34
3 <sup>rd</sup> 6 mos.	\$4.34	\$4.59	\$4.84	\$5.09	\$5.34
2 <sup>nd</sup> 6 mos.	\$4.34	\$4.59	\$4.84	\$5.09	\$5.34
1 <sup>st</sup> 6 mos.	\$4.34	\$4.59	\$4.84	\$5.09	\$5.34
Groundman	\$4.13	\$4.38	\$4.63	\$4.88	\$5.13
Spray Helper	\$4.13	\$4.38	\$4.63	\$4.88	\$5.13

<u>CLASSIFICATIONS</u>	<u>HOURLY RATES EFFECTIVE</u>				
	<u>1/1/2021</u>	<u>9/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/120/25</u>
Flagger Brusher	\$3.88	\$4.13	\$4.38	\$4.63	\$4.88
Flagger	\$3.78	\$4.03	\$4.28	\$4.53	\$4.78

<sup>1</sup> This rate also applies to Journeyman Tree Trimmer Foreman with PAL and/or CDL.

<sup>2</sup> This rate also applies to Journeyman Tree Trimmer with PAL and/or CDL.

<sup>3</sup> This rate also applies to Tree Equipment Operator with PAL and/or CDL.

<sup>4</sup> This rate also applies to Apprentices with PAL and/or CDL.

**7.14** HEALTH REIMBURSEMENT ARRANGEMENT PLAN (HRA) – It is agreed that in accord with the LINECO Plan and Trust Agreement dated January 1, 2019, that unless authorized otherwise by the Trustees, the individual Employer will forward monthly to the Trust’s designated collection agent an amount equal to the amount listed below, together with a completed payroll report prescribed by the Trust. The payment shall be made by check, draft, ACH or EFT and shall constitute a debt due and owing to the Trust on the last day of each calendar month, which may be recovered by suit initiated by the Trust or its assignee. The payment and the payroll report shall be mailed or filed electronically to reach the Trust 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 LINECO Trust Agreement, as such Trust Agreement now exists any may hereafter be amended.

An individual Employer who fails to remit as provided above shall be additionally subject to having their 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 and completed payroll reports have been paid to the appropriate collection agent.

The failure of an individual Employer to comply with the applicable provisions of the LINECO Trust Agreement shall also constitute a breach of their labor agreement.

The individual Employer employing workers shall contribute a sum for each hour worked to the LINECO Trust in accordance with the following schedule:

**HEALTH REIMBURSEMENT ARRANGEMENT PLAN CONTRIBUTIONS**

<u>ALL CLASSIFICATIONS</u>	<u>HOURLY RATES EFFECTIVE:</u>	
	<u>1/1/2024</u>	<u>1/1/2025</u>
	<b>\$0.25</b>	<b>\$0.50</b>

The failure of an individual Employer to make all payments provided for, including liquidated damages in accordance with the Trust’s Policy for Collection of Employer Contributions for late payments within the time specified in accordance with the Trust’s Policy for Collection of Employer Contributions, shall be a breach of this Agreement. All costs incurred in an attempt to collect such payments and damages shall be borne by the Employer.

**7.15** If the Employer is delinquent with any monthly payroll report (MPR-19) for more than 15 working days, they shall be required to post a surety bond with the Local Union. Said bond shall be in the amount of \$10,000.00 and shall have a term of 12 months.

- R **7.16** In the event any of the Trust Funds amend their plans during the term of this Agreement in such a manner as to create a conflict with the provisions of this Agreement, the Trust Fund shall provide advance written notice to the Employer and to the Union so as to enable the parties to reopen this Agreement to negotiate in a timely manner over such changes. Upon request of either party, this Agreement shall be reopened to negotiate over the impact of such changes.

## **ARTICLE 8**

### HEADQUARTERS

**8.1** PRE-JOB CONFERENCES (NOT PRE-BID CONFERENCES) – Prior to the start of any job, a Pre-job Conference shall be held with the Local Union. The results of such conference shall be reduced to writing and shall be binding on all parties.

Should the Employer and the Union be unable to agree upon Job Headquarters, they shall first meet as a Labor/Management Committee to resolve the dispute. Any decision coming from the committee shall be final and binding. If the dispute cannot be settled at the Labor/Management meeting they shall refer the matter to Grievance/Arbitration, as outlined in Articles 5 and 6. Any decision shall be retroactive to the start of the job.

**8.2** Job Headquarters shall mean any location within the area of this Agreement, which may be designated by the Employer as headquarters for any job. It shall be at a place where accommodations are sufficient within a 25-mile radius from such Job Headquarters to provide suitable board and lodging for all employees reporting to such Job Headquarters.

**8.3** Reporting Headquarters may be established by a Pre-job Conference at any agreed upon place where living facilities are not sufficient to accommodate all members of the crew reporting to this headquarters.

- (a) All employees working out of a Reporting Headquarters shall be reimbursed for travel time at a rate of \$1.00 per mile one-way. Reimbursement for travel time shall be computed on the distance one-way from the center of a city or town qualified to be a Job Headquarters to Reporting Headquarters where employees will report at the beginning of the workday.
- (b) The Pre-job Conference shall determine when and where the reimbursement for mileage shall apply and shall determine the distance involved.

 **8.4** TRAVEL PER DIEM / TRAVEL TIME / WORKDAYS

- (a) Employees shall receive no allowance for either travel per diem or travel time when working out of the Job Headquarters.
- (b) Employees shall receive no reimbursement for travel time when working out of a Job Headquarters. No allowance for daily travel per diem shall be paid, unless the employee is employed less than eight workdays as hereinafter provided.
- (c) Any employee who reports to a Job Headquarters, either by transfer or initial employment, and is either terminated or transferred to another Job Headquarters shall not be entitled to a daily travel per diem allowance, unless the duration of their employment at such Job Headquarters is less than eight workdays, nor shall they be entitled to the allowance if they voluntarily quit or is discharged for cause.

Any employee who is referred for initial employment to a Job Headquarters which has existed or will exist for more than eight workdays, and who has been advised their initial employment at that Job Headquarters may be completed in less than eight workdays, shall not be entitled to travel per diem allowance.

Apprentices are expected to be available to travel to various crews in order to receive appropriate training. Flaggers are expected to be available wherever needed. Therefore, apprentices and flaggers are not eligible under the provisions of the eight workdays' job duration requirement and flaggers are not eligible under the three workdays' notice to move requirement.

- ✍ **8.5** The Employer shall be allowed to move employees within a geographical area equal to that covered by the utility service area or within the employers General Foreman area of assignment whichever is the lessor. Utilities service area will be defined as the geographical area covered by each headquarters established by the Utility. At least three workdays' notice shall be given for a transfer from one geographical area or General Foreman area to another, except that only one day's notice is required of assignment to a Job Headquarters of less than eight workdays' duration in which case the employee will receive travel per diem payment to cover expenses. The eight workdays' duration shall not apply to employees involved in the apprenticeship training or to flaggers. Employees may make their own decision to waive in writing the three workdays' notice and not be paid board and lodging to move beyond the geographical boundary.

The Employer will not be required to pay travel per diem when a crew member is absent from work and the Employer temporarily assigns an employee to another geographical area within a 35-mile radius for three workdays or less duration. An employee who is required by the Employer to move as a condition of the above mentioned circumstance may make it known to the Employer they are not in agreement with being temporarily assigned without notice. In which case they shall either receive the proper travel per diem payment if required to move or they may be sent home without pay.

- ✍ **8.6** Travel per diem at \$80.00 shall be paid by the Employer for all employees working out of temporary job headquarters for a period of less than eight workdays.


*Exceptions to this provision shall be as follows:* All employees working in the areas of Baker, Clatsop, Gilliam, Grant, Harney, Sherman, Tillamook, Union, Wallowa, Wheeler counties in the State of Oregon who do not reside within the assigned county shall receive travel per-diem of \$80.00 per day. In addition, hotel accommodations shall be arranged by and paid by the Employer for all employees when job headquarters are located in those areas.

Travel per diem will not be paid for one-day training programs offered by the Company. If the training is held more than 25 miles from the job headquarters the Employer will reimburse the employee at the IRS approved reimbursement rate for mileage in excess of 25 miles incurred each way.

There is a maximum of one travel per diem payment per employee per day.

- 8.7** When toll bridge crossings occur between Job Headquarters and Reporting Headquarters, and from Reporting Headquarters to Job Headquarters, the Employer shall reimburse each employee for all such fares and/or tolls upon receipt; reimbursement not to exceed the face value of the ticket.


**8.8** The Employer shall pay for traveling time and furnish transportation to employees transferred from one job Headquarters to another Job Headquarters. The Employer shall not be required to pay for traveling time or furnish transportation after the employee has been terminated.

 **8.9** Headquarters where employees report for work shall have facilities on site as itemized below and shall be located adjacent to a hard surfaced road.

1. Sanitary toilets, as approved by city, state or federal regulations governing the site on which they may be located.
2. Adequate supply of potable drinking water.
3. Adequate supply of water for washing hands and face.
4. Paved or gravel parking facilities for employees' cars.

## **ARTICLE 9**

### SAFETY AND WORKING RULES

 **9.1** The federal regulations and the "Electrical Workers Safety Rules" of the state having jurisdiction shall be observed and copies shall be made available by the Employer and the Union. The rules provide the minimum standards of safety to be observed by the Employer and the employees.

- (a) Safety meetings will be held for all employees. A total of one hour per month shall be allocated for such meetings.
- (b) The Union recognizes the need for the Company to maintain a drug free work place and will continue to work toward that end. All employees must strictly adhere to the Employer's Substance Abuse Policy. The safe work practices that are in effect on a utility company's property, which are more stringent than those in this Agreement, shall apply to work which is performed on that property.
- (c) All persons working under the terms and conditions of this Agreement shall have in their possession a current First-Aid and CPR card. A CDL Driver's License and Pesticide Applicator License are highly encouraged for Apprentices , Journeyman Tree Trimmers and Foremen to meet the needs of our industry; therefore, all employees who possess these shall be given preference for hiring, promotions, and reduction in force.
- (d) All drivers will be licensed in accordance with state and federal guidelines for the size vehicle driven.
- (e) Crew members shall have a "Certified Flagger" card.

**9.2** On jobs having a Foreman, employees are not to take directions, orders or accept the layout of any job from anyone except the Foreman.

**9.3** No Foreman shall at the same time perform or supervise the work of more than one (1) crew.

✍ **9.4** A Journeyman Tree Trimmer shall be the Foreman of a tree trimming crew. A tree trimming crew, when trimming from the power lines, shall consist of not less than two employees. All two-employee crews shall be of Journeymen classifications or higher, when such Journeymen are available.

A climbing crew shall consist of not less than three employees, two of whom shall be Journeyman Tree Trimmers of which one is designated Foreman. However, on a case-by-case basis, if a second Journeyman is not available, a 4<sup>th</sup> Step Apprentice may take the place of that Journeyman, subject to the approval by the Foreman, the Company, the Union, and the JATC. The Union shall receive a copy of the weekly rosters sent to the JATC.

- (a) If in the opinion of the Foreman, additional help is needed, the work that can only be done safely in their opinion shall be performed. The remainder of the work shall be performed when the corrected compliment of crew structure is attained.
- (b) The Chipper shall be within visual contact with at least one other member of the remainder of the crew when the chipper is in operation.
- (c) When required, a one-employee crew may be utilized to trim secondary voltages. This employee shall be a Journeyman Tree Trimmer.

✍ **9.5** **TREE EQUIPMENT OPERATOR** – Operates mechanical right-of-way and line clearance equipment from the ground and shall be operated with the assistance of one other worker.

R **9.6** Tree Trimmer Apprentices, during their 1<sup>st</sup> Step and 2<sup>nd</sup> Step, shall not be employed in locations where there is danger of them working within 10 feet of primary energized lines.

- (a) Apprentices will not be used to replace Tree Trimmers when available. This shall also apply to all two-employee crews.
- (b) All terms and conditions of the respective state(s) apprenticeship program(s) shall be complied with by the parties signatory to this Agreement.

R **9.7** The Spray Crew Foreman handles chemicals for use on right-of-ways (for brush control only) and shall receive the Journeyman Trimmer rate.

- (a) It is recognized that when the utility company requires an employee with a certified applicator's license on a crew, the Union will make every effort to refer an applicant who possesses those qualifications. The Employer shall reimburse the employee for the cost of the license fees. The Company agrees to pay a stipend, equivalent to eight (8) hours of the employees' straight time rate of pay, rates in effect at the time of the course, per calendar year for any employee that can document attendance at Union sponsored continuing education courses necessary to maintain their Pesticide Applicator License. Courses shall be offered by IBEW Local 125 or the Joint Apprenticeship & Training Committee of the Northwest Line Construction Industry when such time is not already paid by the Company.
- (b) The Flagger's sole function will be to maintain a safe work zone and control traffic in such work zone.

✍ **9.8** All trucks shall provide each employee with a place to sit and seating shall conform to local state requirements. Heating and ventilation shall be provided. No tools or materials shall be carried loose in the crew compartment when it is being used to transport employees. The Foreman shall be responsible for the sanitary condition of the trucks.

**ARTICLE 10**

SHIFT WORK

**10.1** Starting time may be adjusted to coincide with the same hours as set on the utility property, with mutual agreement of both parties to this Agreement.

**ARTICLE 11**

SAVINGS CLAUSE

**11.1** Should any part hereof or any provisions herein contained be rendered or declared invalid, by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

**ARTICLE 12**

WAGE SCHEDULE

✍ **12.1** The following wage schedule and job classifications are hereby adopted by the Company and the Union:

	<u>1/1/21</u>	<u>1/1/22</u>	<u>1/1/23</u>	<u>1/1/24</u>	<u>1/1/25</u>
<b><u>GROUP 1 CLASSIFICATIONS</u></b>	<b><u>3.00%</u></b>	<b><u>3.5%</u></b>	<b><u>4.0%</u></b>	<b><u>7.0%</u></b>	<b><u>8.0%</u></b>
Journeyman Tree Trimmer Foreman w/PAL & CDL	38.09	39.42	41.00	43.87	47.38
Tree Equipment Operator w/PAL & CDL	38.09	39.42	41.00	43.87	47.38
Spray Foreman w/PAL & CDL	33.05	34.21	35.58	38.07	41.12
Journeyman Tree Trimmer w/PAL & CDL	33.05	34.21	35.58	38.07	41.12
	<b><u>1/1/21</u></b>	<b><u>1/1/22</u></b>	<b><u>1/1/23</u></b>	<b><u>1/1/24</u></b>	<b><u>1/1/25</u></b>
<b><u>GROUP 2 CLASSIFICATIONS</u></b>	<b><u>3.00%</u></b>	<b><u>3.5%</u></b>	<b><u>4.0%</u></b>	<b><u>6.0%</u></b>	<b><u>6.0%</u></b>
Journeyman Tree Trimmer Foreman w/PAL or CDL	38.09	39.42	41.00	43.46	46.07
Tree Equipment Operator w/PAL or CDL	38.09	39.42	41.00	43.46	46.07
Spray Foreman, Pesticide Required	33.05	34.21	35.58	37.71	39.97
Journeyman Tree Trimmer w/PAL or CDL <sup>1</sup>	33.05	34.21	35.58	37.71	39.97
Tree Trimmer Apprentices w/PAL Only					
4th 6 mos. – 90% <sup>1</sup>	29.75	30.79	32.02	33.94	35.97
3rd 6 mos. – 85% <sup>1</sup>	28.09	29.08	30.24	32.05	33.97
2nd 6 mos. – 80% <sup>1</sup>	26.44	27.37	28.46	30.17	31.98
1st 6 mos. – 75% <sup>1</sup>	24.79	25.66	26.69	28.28	29.98

<sup>1</sup> All percentages reflect on a percentage of the Journeyman Tree Trimmer w/PAL or CDL rate of pay.

	<b>1/1/21</b>	<b>1/1/22</b>	<b>1/1/23</b>	<b>1/1/24</b>	<b>1/1/25</b>
<b><u>GROUP 3 CLASSIFICATIONS</u></b>	<b><u>3.00%</u></b>	<b><u>3.5%</u></b>	<b><u>4.0%</u></b>	<b><u>5.0%</u></b>	<b><u>5.0%</u></b>
Journeyman Tree Trimmer Foreman	36.19	37.46	38.96	40.91	42.96
Tree Equipment Operator	36.19	37.46	38.96	40.91	42.96
Journeyman Tree Trimmer	31.42	32.52	33.82	35.51	37.29
Tree Trimmer Apprentices with or without CDL					
4th 6 mos. – 90% <sup>2</sup>	28.28	29.27	30.44	31.96	33.56
3rd 6 mos. – 85% <sup>2</sup>	26.71	27.64	28.75	30.18	31.70
2nd 6 mos. – 80% <sup>2</sup>	25.14	26.02	27.06	28.41	29.83
1st 6 mos. – 75% <sup>2</sup>	23.57	24.39	25.37	26.63	27.97
Groundman	19.24	19.91	20.71	21.75	22.84
Spray Helper	19.24	19.91	20.71	21.75	22.84
Flagger Brusher	16.48	17.06	17.74	18.63	19.56
Flagger	15.97	16.53	17.19	18.05	18.95

<sup>2</sup> All percentages reflect on a percentage of the Journeyman Tree Trimmer’s rate of pay.

**Note:** PAL = Pesticide Applicator License  
 CDL = Commercial Driver’s License

### **ARTICLE 13**

#### **NON-DISCRIMINATION**

**12.1** The Company and the Union agree they will abide by state and federal laws and will not discriminate against any employee or group of employees because of their Union membership, race, color, creed, sex, age, or national origin or because the employee is handicapped, a disabled veteran, or a veteran of the Vietnam Era, or has a physical or mental disability. The parties further agree to take all reasonable actions necessary to comply with the Americans with Disabilities Act.

### **ARTICLE 14**

#### **SAFETY COMMITTEE**

**13.1** The parties agree to the establishment of a joint Safety Committee comprised of an equal number of representatives of the Employer and the Union. The Employer shall select its representatives and the Union shall select its representatives. The Safety Committee shall meet quarterly, or more frequently upon mutual agreement. The purpose of the Safety Committee shall be to discuss safety issues raised by either party and to make recommendations to its respective party. Each party shall be responsible for compensating their own representatives for attendance at the committee meetings.



**IBEW LOCAL 125**



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Travis Eri  
Business Manager

Date: October 7, 2022


**ASPLUNDH TREE EXPERT, LLC**



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Shawn Shapiro  
Senior Vice President

Date: 10/20/2022 | 11:58 AM PDT

-  Indicates language change
- R Indicates renumber of section

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**MEMORANDUM OF UNDERSTANDING**

FOREST TECH

This Memorandum of Understanding is entered into by and between ASPLUNDH TREE EXPERT, LLC (hereinafter referred to as the “Employer” or “Company”) and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 125 (hereinafter referred to as the “Union”).

The following classifications and wages apply to work being performed on Pacific Power property.

<b>Classifications</b>	<b>1/1/21</b>	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>	<b>1/1/2025</b>
	<u>3.0%</u>	<u>3.5%</u>	<u>4.0%</u>	<u>7.0%</u>	<u>8.0%</u>
Forest Tech 5 w/Pesticide & CDL	38.09	39.42	41.00	43.87	47.38
		<u>3.5%</u>	<u>4.0%</u>	<u>6.0%</u>	<u>6.0%</u>
Forest Tech 4 w/Pesticide or CDL	31.49	32.59	33.89	35.92	38.08
Forest Tech 3 w/Pesticide or CDL	26.93	27.87	28.98	30.72	32.56
Forest Tech 2 w/Pesticide or CDL	23.29	24.11	25.07	26.57	28.16
		<u>3.5%</u>	<u>4.0%</u>	<u>5.0%</u>	<u>5.0%</u>
Forest Tech 1	20.27	20.98	21.82	22.91	24.06

Fringe benefits shall be paid under the same terms as identified in the current CBA. The Forest Tech 1 through 4 benefits level shall be paid at the Groundman rate. Forest Tech 5 benefits level shall be at the Journeyman Tree Trimmer rate.

**REQUIRED QUALIFICATIONS FOR THESE POSITIONS:**

FOREST TECH 1

No experience required. ISA certification and a certified applicator card not required. Maximum of 90 days in this position.

FOREST TECH 2

Up to two years’ experience. ISA certification and a certified applicators license required.

FOREST TECH 3

Over two years’ experience. ISA certification and a certified applicators license required.

FOREST TECH 4

Over five years’ experience. ISA certification and a certified applicators license required. Also, ISA Utility Specialist certification is required.

FOREST TECH 5

Over seven years’ experience or Journeyman card. ISA certification, ISA Utility Specialist certification, certified applicators license required, and current drivers’ license.

**EXPERIENCE DEFINED AS:**

1. The number of years’ experience in a related field.
2. Two-year degree in a related field equals one year additional work experience.
3. Four-year degree in a related field equals two years additional work experience.

The duties of a Forest Tech classification may be general in nature and they shall not perform the duties of other classifications in the working agreement.

**IBEW LOCAL 125**



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Travis Eri  
Business Manager

Date: October 7, 2022

**ASPLUNDH TREE EXPERT, LLC**



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Shawn Shapiro  
Senior Vice President

Date: 10/20/2022 | 11:58 AM PDT