AGREEMENT

between

ASPLUNDH TREE EXPERT, LLC

and

LOCAL UNION NO. 77 and LOCAL UNION NO. 483
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS (AFL-CIO)

Seattle and Tacoma Washington

EFFECTIVE: December 30, 2018

THROUGH: December 31, 2022

BASIC PRINCIPLES

Asplundh Tree Expert, LLC and the Union have a common and sympathetic interest in the tree 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:

PURPOSE AND SCOPE

This Agreement is entered into by and between the Asplundh Tree Expert, LLC (hereinafter referred to as the "Employer" or Company") and Local Union 77 and Local Union 483 of the International Brotherhood of Electrical Workers (AFL-CIO) (hereinafter referred to as the "Union").

The intent of this Agreement is to establish uniform conditions of employment for Line Clearance Tree Trimming:

IBEW, Local Union 77 and Local Union 483 is presently chartered by the International Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside tree trimming in the state of Washington except Clark, Skamania and Klickitat Counties; also the State of Idaho, Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone Counties.

This Agreement applies to and covers all employees working with the tools, equipment, or materials used in line clearance tree trimming.

ARTICLE I
Effective Date - Changes - Grievances - Disputes

1.1 This Agreement shall take effect December 30, 2018 and shall remain in effect through December 31, 2022 unless otherwise specifically provided for herein. It shall continue to effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

1.2 (a) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least ninety (90) days prior to the anniversary date.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice.

(c) The existing provisions of the Agreement shall remain in full force and effect until the parties have executed a new Agreement; provided, however, that either party after the anniversary date may serve upon the other a ten (10) day written notice terminating this Agreement. The Agreement shall then terminate at the end of the tenth day following the date the other party receives the written notice.

1.3 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, signed by the parties hereto, and submitted to the International Office of the IBEW for approval, the same as this Agreement.

1.4 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 in this Article. The Union shall not approve a strike, nor shall the Employer lock out employees, to further either party's negotiation position until the conclusion of the ten (10) day written notice period of Article 1.2(c).

All matters of agreement or dispute over this Agreement must be handled as stated herein.

1.5 Whenever any dispute or grievance arises, it will be considered and adjusted by conference as follows: Any matter to be processed as a grievance shall be initiated within fifteen (15) calendar days from the time the incident occurred or the matter shall be considered waived. Grievances will be considered and adjusted by conference as follows:

(a) Conference between the employee involved, the Union Steward, and the employee's immediate Supervisor.

(b) Any dispute or grievance not adjusted in step (a) above within five (5) work days shall be reduced to writing and taken up by the Union Business Representative and the District Supervisor.

(c) In the event the matter is not adjusted in accordance with the provisions of step (b) above within five (5) work days, it shall be referred to the Union Business Manager or his Representative and the Regional Manager or his representative, in writing, within three (3) days.

(d) The grievance meeting in step (c) shall be held within twenty (20) work days of the submission by the Union of the matter in question.

(e) Should the parties not reach a mutually satisfactory settlement of the above matter in controversy as provided in step (c) above within ten (10) work days, either party may demand arbitration by giving written notice to the other.

(f) The timetable, as specified above, may be extended by mutual agreement of the parties to this agreement by written notification.

(g) Grievances can be initiated by the parties to this agreement.

The sole Arbitrator shall be selected through the Federal Mediation and Conciliation Service and in accordance with their rules. The FMCS shall be directed to submit a list of eleven (11) names who are members of the National Academy of

Arbitrators. The names will be selected from that list agreeable to both parties. The expense of the Arbitration shall be borne equally by both parties. The Arbitrator shall, without delay, hear the evidence and render his decision, in writing, which shall be final and binding upon both parties for the duration of this Agreement.

(h) The arbitrator shall have no authority to add to, disregard or otherwise change any provisions of this Agreement and his decision shall be within the scope of this Agreement.

1.6 The Company and Union will establish a Labor Management Committee consisting of three Company representatives and three bargaining unit employees appointed by the Union. The Labor Management Committee will meet at least quarterly to discuss issues of mutual concern. Each party shall submit agenda items in advance of a scheduled meeting. Pending grievances shall not be considered proper subjects for discussion in a Labor Management Meeting, unless mutually agreed to. Such meetings may be held via conference call or via face-to-face meeting. Bargaining unit employees appointed by the Union will not be compensated by the Employer for such meetings.

ARTICLE II
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.

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 he qualifies.

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 (1) year in the last three and one-half (3 1/2) years under a collective bargaining agreement between the parties to this Agreement.

Group II. All applicants for employment who have one (1) 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 resident of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six (6) months in the last three and one-half (3 1/2) 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 forty-eight (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." After a period of ten (10) work days, the employees shall no longer be considered "temporary".

2.7 The Employer shall notify the Business Manager or his 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: The State of Washington except Clark, Skamania and Klickitat Counties; also, the following counties in the State of Idaho, Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce and Shoshone.

There will be four dispatching points established within the normal construction labor market area.

Seattle Office of Local Union 77 will be the dispatching point for applicants for employment in Island, Mason, Whatcom, Skagit, Snohomish, Chelan, King, Kittitas, Lewis, Cowlitz, Wahkiakum, Pacific, Grays Harbor, Jefferson, Clallam, San Juan, Kitsap, and Thurston Counties; and for construction on Bonneville Power Administration property in Pierce County and all construction on Puget Sound Energy properties in the State of Washington.

Kennewick Office of Local Union 77 for applicants for employment in Yakima, Okanagan, Douglas, Grant, Benton, Franklin, Walla Walla, and Adams Counties

in the State of Washington.

Spokane Office of Local Union 77 for applicants for employment in Spokane, Stevens, Pend Oreille, Ferry, Lincoln, Whitman, Columbia, Garfield and Asotin Counties in the State of Washington; also in the State of Idaho, Benewah, Bonner, Boundary, Clearwater, Idaho, Kootenai, Latah, Lewis, Nez Perce, and Shoshone Counties.

Tacoma Office of Local Union 483 will be the dispatching point for applicants for employment in for all work on Tacoma Power and in Pierce County, except for work done for Bonneville Power Administration and Puget Sound Energy.

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 Applicants from outside the normal construction labor market will be referred to the Union by the Employer for registration and dispatch to the employer. The Employer will certify in writing such applicant's prior work experience and whether the applicant meets the necessary qualifications for the classification.

2.10 "Resident" - means a person who has maintained his 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 his permanent home.

2.11 "Examinations" - An "Examination" shall include experience rating tests, if such examination shall have been given prior to the effective date of this procedure, but from and after the date of the procedure, shall include only written and/or practical examinations given by a duly constituted Outside Local Union of the IBEW.

Reasonable intervals of time for examinations are specified as ninety (90) days. An applicant for classification change to Journeyman Tree Trimmer shall be eligible for examination if he has two (2) years training as a Tree Trimmer Apprentice.

2.12 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.

2.12.1 When making reductions in the number of employees due to lack of work on any job, Employers shall use the following procedure:

(a) Temporary employees, if any are employed, shall be laid off first. Then employees in Group IV shall be laid off next, if any are employed in this Group. Next to be laid off are employees in Group III, if any are employed in this Group, then those in Group II, and then those in Group I.

(b) Paragraph (a) will not apply as long as the special skill

requirements, as provided for in Section 2.4, are required.

(c) Supervisory employees wishing to return to the Bargaining Unit will be slotted back to the appropriate group on the Local Union 77/483 out of work list that they were eligible for when they left the Bargaining Unit as a member in good standing.

2.13 "Re-registration" - An applicant who is hired and who receives, through no fault of his own, work of forty (40) hours or less, shall upon re-registration, be restored to his appropriate place within his Group.

2.14 The Employer shall advise the Business Manager or his 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, then Group III, and then Group IV. Any applicant who is rejected by the Employer shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group.

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

(a) When the Employer states bona fide requirements for special skills and abilities (including but not limited to the possession of a valid Commercial Drivers License) in his request for applicants, the Business Manager or his representative shall refer the first applicant on the register possessing such skills and abilities.

2.16 An Appeals Committee is hereby established comprised of one (1) member appointed by the Union, one (1) 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 Section 2.4 through 2.14 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 procedural 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.

2.20 Tree Trimmer Apprentices shall be advanced in accordance with the training provision of the Outside Area Training Committee, as established and jointly agreed upon by the Employer and the Union.

2.21 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.

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

ARTICLE III
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 workmen employed by the Employer shall, as a condition of employment, tender the full and uniform admissions fee in effect in the Local Union on the thirtieth (30th) day following the beginning of employment under this Agreement, or the effective date of this Agreement, whichever is later. All workmen accepted into membership shall, thereafter, maintain their Membership 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 a workman fails to tender the admission fee or that a member of the Union fails to maintain his 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 workman within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to maintain Membership by paying monthly dues and/or additional working dues in the Union in accordance with its rules above referred to in this paragraph.

3.3 In the event that the Union does not accept into membership any workman 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 workman into membership, in which case said workman shall be required to tender the full and uniform admission fees in effect in the Local Union not later than thirty (30) days following notification by the Union and shall, thereafter, be required to maintain his membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph. In the event that such workman fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said

workman within forty-eight (48) hours.

3.4 When terminating an employee for any reason, the Employer will provide the employee with a written notice describing 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. Such notice should be given to the employee at the time of termination or will be mailed no later than the next workday after termination to the employee at his last known address and a copy mailed to the Local Union within a week following the employees termination.

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 workmen, members of the Union or otherwise, shall be classified and receive the wage scale as provided in this Collective Bargaining Agreement.

ARTICLE IV
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 electrical or line clearance work.

4.2 The Union will not make available the Referral System to other potential employers engaged in the same class of work as the Employer unless such other potential employers comply with the terms and conditions of this Agreement, in which event, the Union will make available the Referral System in accordance with Article II hereof.

This section shall not be construed to affect the right of the Union to enter into Bargaining Agreements with utility companies, municipal or government agencies engaged in utility operations.

4.3 Employers who sign a Letter of Assent to this Agreement may bring in one (1) Journeyman Tree Trimmer, and such workman shall furnish evidence to the Union that he is receiving necessary expenses and traveling time. Such Employers shall employ other workmen in the same manner as local contractors, and shall employ at least one (1) Local Journeyman Tree Trimmer as long as he has Line Clearance Tree work in operation under this Agreement.

4.4 The Employer shall not loan or cause to be loaned workmen in his employ to any other employer without first securing permission of the Union and, then, only when applicants possessing the required skills are not available under the Referral Procedure.

4.5 Upon receipt of a voluntary written authorization, the Employer agrees to deduct and forward monthly to the Local Union, the Union membership dues and the additional working dues from the pay of each I.B.E.W. member. The amount to be deducted shall be the amount specified in the approved local By-Laws. Such amount

shall be certified to the Employer by the Local Union, upon request by the Employer. Such authorization for payroll deduction may be revoked by the member during the ten (10) day period preceding the anniversary date of this Agreement.

Deductions for employees working in Pierce County, except on Puget Sound Energy property, shall be remitted to IBEW Local Union 483. Deductions for all other employees will be remitted to IBEW Local Union 77.

The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer. The Union assumes full responsibility for the disposition of the funds once received by the Local Union.

4.6 No employer shall directly or indirectly, or by any subterfuge, sublet or contract with any of his employees or the employees of any other Employer who is a party to this Agreement, all or any part of the labor services required by any contract or such Employer.

No employer shall rent or accept the loan of cars, trucks, tools, or any other equipment from any of his employees or the employees of any other Employer who is a party to this Agreement.

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 having jurisdiction of the name of such subcontractor, his permanent address, and the location and nature of the work subcontracted. Such subcontractor shall not begin work until he is in compliance with this Agreement.

Employees covered by this Agreement who become Tree Trimming Contractors shall not rotate back and forth as contractor and workman.

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

4.8 For the employees covered by this Agreement, the Employer shall make regular payment to the Federal and State Government for Social Security, Workman's Compensation, and Unemployment Insurance as provided by law, and shall furnish satisfactory proof of such to the Union upon request.

4.9 The Business Manager shall have the right to appoint a Steward at any shop or on any job where workmen are employed under the terms of this Agreement. The Employer shall be promptly notified, in writing, of said appointments. The Union shall provide the Employer with a current list of all Shop Stewards within 30 days of the signing of this agreement.

The Steward shall, upon request to the Employer's authorized representative, be given sufficient time during regular working hours and, if necessary,

transportation will be provided by mutual agreement. The area of his assignment shall be as agreed to between the Union and the employer.

Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to any alleged violation of this Agreement.

The Employer shall notify the Local Union on the same day of layoff, transfer, or termination of the Shop Steward.

4.10 The Business Manager or Representative of the Union shall be allowed access to any shop or job at any reasonable time where workmen are employed under the terms of this Agreement.

4.11 The policy of the Local Union and its members is to promote the use of materials and equipment manufactured, processed, or repaired under economically sound wage, hour, and working conditions by their fellow members of the International Brotherhood of Electrical Workers.

4.12 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 his regular classification, provided, no eligible applicant in that classification is available and these will not be considered a "temporary upgrade" as defined herein.

The Employer shall notify the Business Representative or Shop Steward during that same workday of such advancements.

4.13 When the Employer desires to employ a particular applicant as Foreman, he shall notify the dispatcher of the name of the applicant requested. The above shall be subject to the following conditions.

(a) Such applicant must be on the appropriate out-of-work list for which Local Union he/she is requested from.

(b) Such applicant must be eligible for Group I, Journeyman Tree Trimmer.

(c) Such applicant must work as a Foreman for at least sixty (60) days, unless such job is a shorter duration.

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 his Representative, advance workmen 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 workmen temporarily upgraded on the job.

All "temporary upgrades" shall end at the conclusion of the job for which they were made unless otherwise agreed to by the Local Union. An exception will be: Workmen in "temporary upgrades" will be laid off prior to the layoff of a Journeyman Tree Trimmer qualified in the area of assignment.

4.14 The subletting, assigning, or transfer by an individual employer of any work in connection with tree trimming and line clearance work on electrical distribution, transmission lines, and electrical installations to any person, firm, or corporation not recognizing the IBEW OR ONE OF ITS LOCAL UNIONS as the collective bargaining representative of his employees on any tree trimming work in the jurisdiction of this or any other Local Union to be performed at the site of the construction, alteration, painting or repair of a building, structure or other work, will be deemed a material breach of this Agreement.

All charges of violation of Paragraph 1 of this Section shall be considered as a dispute and shall be processed in accordance with the provision of this Agreement covering the procedure for the handling of grievances and the final and binding resolution of disputes.

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.

4.15 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 his 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.

(a) In conjunction with the above, the Employer will be the sole judge of the abilities and skills of those people (applicants) hired to act as Foreman to supervise a safe, efficient, productive crew.

(b) When the Employer does not have work available for thirty (30) calendar days, a man is no longer considered an employee (vacation, illness, injury, and weather excepted).

4.16 The Union agrees that if during the life of this Agreement it grants to any other contractor any better terms or conditions than those set forth in this Agreement, such better terms and conditions shall be made available to the Employer, Asplundh Tree Expert, LLC under this Agreement and the Union shall immediately notify Asplundh Tree Expert, LLC of any such terms and conditions.

ARTICLE V
Hours - Wage Payments

5.1 Eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m., or 5:00 p.m., with not less than thirty (30) minutes nor more than one (1) hour for lunch period, shall constitute a 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. or 1:00 a.m.; Dinner, 6:00 p.m. to 6:30 p.m. Forty (40) hours within five (5) such workdays, Monday through Friday inclusive, shall constitute a workweek.

Hours of work may be adjusted by mutual agreement between the Union and the Employer.

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:

1. Work schedules shall be for not less than eight (8) hours subject to Section 5.5 of this Agreement.

When employees are required to work overtime on storm damage or emergency call out, the following conditions will apply when meals are not furnished: Meals - maximum meal allowance will be reimbursed at twelve dollars ($12.00) for breakfast, 6:30 a.m. to 7:00 a.m.; twelve dollars ($12.00) for lunch, noon to 12:30 p.m.; twenty dollars ($20.00) for dinner, 6:00 p.m. to 6:30 p.m.; and ten dollars ($10.00) 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 twenty-four (24) hours duration, lodging will also be provided by the Contractor. No additional charges will be reimbursed.

5.2 The minimum rate of wages effective for the term of this Agreement shall be those set forth in the Wage Schedule.

If workmen 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.

5.3 Wages shall be paid weekly by direct deposit to the employee's bank account not later than quitting time on Friday, and not more than five (5) regular workday's wages may be withheld at any one time. Should the Employer, for any reason under its control, fail to have pay deposited to the employees account by quitting time on Friday, the employee(s) involved shall as soon as possible notify his/her General Foreperson. The General Foreperson will have one (1) business day to correct the error and if not the employee shall be entitled to receive two (2) straight-time hours pay, for each twenty-four (24) hour period thereafter, or fraction thereof, thereafter until the check is available at Job Headquarters or the direct deposit has been made.

1st occurrence (per Employer) per pay period in a six (6) month calendar

period: two (2) straight-time hours.

2nd occurrence (per Employer) per pay period in a six (6) month calendar period: four (4) straight-time hours.

3rd occurrence (per Employer) per pay period in a six (6) month calendar period: eight (8) straight-time hours.

When the employee separates from employment, he shall receive his pay in full, deposited to his account not later than Friday of the next workweek.

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.

Employees are encouraged to receive their paycheck stub electronically in lieu of receiving paper pay stubs.

5.4 Any man reporting for work at starting time in the morning and being terminated shall be paid for only the actual hours worked. If a man's tools and belongings are not available to him at headquarters when he is terminated, he shall be paid only that time required to gather these items but not to exceed two (2) hours.

5.5 Men ordered to report for work when weather conditions are such that they cannot work, BY DECISION OF THE EMPLOYER shall receive one (1) hour's pay at the applicable rate. When men report to work without previous orders to the contrary, except as stated above, and are not put to work, they shall be paid two (2) hours' time at the applicable rate.

5.6 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.

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

The above holidays recognized by the Operating Utility where work is being performed by the employer shall be observed by employees under this Agreement.

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

Vacation Time: Asplundh Tree Expert LLC. will be notified two (2) weeks

in advance of scheduled time off without pay emergencies excluded.

5.8 A minimum of two (2) hours' overtime pay shall be allowed for work outside the employee's regular shift unless the employee reports for work less than two (2) hours before the beginning of his regular shift, or continues after his regular shift.

5.9 When an employee reports for overtime work and works six (6) hours or more outside his regular shift hours, he shall receive a minimum eight (8) hours rest before his regular shift begins, or the regular shift hours will be at the overtime rate. After eight (8) hours rest, any remaining portion of the regular shift may be worked at the straight-time rate of pay.

When a workman has worked on one shift at the overtime rate, he shall not go back to work at the regular straight-time rate until relieved for a period of eight (8) hours.

5.10 NEBF: It is agreed that 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 this 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 his labor agreement.

If during the term of this Agreement, the Trustees require a surcharge on the contributions required herein as part of an adopted rehabilitation plan, the Employer shall pay 50% of the increase. The remainder of the surcharge shall be funded through a reduction in NEAP contributions, with the ability of the Union to poll its members and

decide on an alternative method of funding the apportioned surcharge.

In the event any of the Trust Funds amend their plans during the term of this Agreement in such a manner at 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.

5.11 The Employer agrees to pay into a Health and Welfare Fund, known as the Line Construction Benefit Fund, six dollars ($6.00) for each hour worked by all employees covered by this Agreement. Hours worked shall be deemed to include straight-time hours, actual overtime hours, and report time. The contributions of the Employer shall be used to provide temporary disability, dental, hospital, surgical and medical expense benefits to eligible employees and/or their dependents in such form and amount as the trustees of the Welfare Fund may determine, and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund may determine this protection is advisable. Effective December 29, 2019, the Employer shall contribute six dollars and fifty cents ($6.50) per hour worked, only if needed. Effective January 3, 2021, the Employer shall contribute seven dollars ($7.00) per hour worked, only if needed. If LINECO increases in excess of the contribution rates set forth herein, the increase will be diverted from wages to LINECO.

The Employer agrees to be bound by the terms and conditions of the Trust documents and by the actions of the trustees, excluding any action prohibited by law or which diverts the funds from the purposes for which the Trust was created and to make available to the LINECO trustees such information and records as will enable the LINECO trustees to perform their functions.

The said Health and Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the NECA Chapters and IBEW Unions. If any employer fails to make contributions to said Health and Welfare Fund as provided in this Agreement, no later than the fifteenth (15th) day following the end of each calendar month, he shall be subject to having this 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 Line Construction Benefit Fund. In addition, if suit is instituted to collect any delinquent payment, the Employer shall also be liable for such interest, damages, fees and costs as are provided for by law.

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 sixty (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.

5.12 If during the term of this Agreement, the cost of the Line Construction Benefit Fund, or LINECO, is increased over the rate herein established the wage rates contained herein shall be reduced by the amount of increase effective the date such increase commences and the Employer shall then contribute into LINECO the rate herein established plus such increase as described above, also effective the date such increase commences.

5.13 CREDIT UNION DEDUCTION: Employees on the payroll as of January 1, 2016, who had two direct deposit payroll accounts, one of which was to the Qualstar Credit Union, will be permitted to maintain such direct deposit accounts for the duration of this Agreement. All other employees will be allowed one direct deposit payroll account to any financial institution accepting direct deposits, including the Qualstar Credit Union.

5.14 An approved area training agreement between the Employer and the Union shall govern all matters of training and advancement and financing thereof. The Employer will contribute one and one-half percent (1.5%) of the gross payroll to fund the Training Trust. All matters of training under this Agreement will be pursuant to Article 2.20.

5.15 The Employer shall contribute a sum for each hour worked by each employee to the Individual Equity Pension Plan in accordance with the following schedule:

NEAP Hourly Rate Effective

Classification	12/30/18	12/29/19	1/3/21	1/1/22
Journeyman Tree Trimmer Foreman	$5.40	$5.65	$5.90	$6.15
Journeyman Tree Trimmer	$5.40	$5.65	$5.90	$6.15
Apprentice Tree Trimmer:				
1st period Apprentice (75%)	$4.57	$4.82	$5.07	$5.32
2nd period Apprentice (80%)	$4.57	$4.82	$5.07	$5.32
3rd period Apprentice (85%)	$4.57	$4.82	$5.07	$5.32
4th period Apprentice (90%)	$4.57	$4.82	$5.07	$5.32
Tree Equipment Operator	$5.40	$5.65	$5.90	$6.15
Spray Foreman	$5.40	$5.65	$5.90	$6.15

Spray Helper	$4.57	$4.82	$5.07	$5.32
Tree Trimmer Groundman	$4.57	$4.82	$5.07	$5.32

Remittance shall be forwarded to reach the office of the appropriate Local National Employees Benefit Office not later than fifteen (15) calendar days following the end of each calendar month for each hour worked in weekly pay periods ending during the preceding month. A remittance will be accompanied together with a monthly payroll list. The report forms will be furnished by such Employers.

Failure of individual Employers 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.

5.16 Any Employer delinquent with any Monthly Payroll Report (MPR-19) for more than twenty-five (25) working days shall be required to post a surety bond with the Local Union affected by the delinquency. Said bond shall be in the amount of ten thousand dollars ($10,000.00) and shall have a term of twelve (12) months.

5.17 Regarding the State of Washington Paid Sick Leave: Employees will be given the option to sell back unused Sick Leave at the end of each calendar year or upon written request by December 15, they may carry over up to forty (40) hours of unused sick leave and be paid for any remaining hours. If laid off, the Employer agrees to pay off any unused Sick Leave.

ARTICLE VI
Headquarter

6.1 PRE-JOB CONFERENCES (not pre-bid conferences): Prior to the start of any job, a Pre-job Conference shall be held with the 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 refer the matter to the Labor/Management Committee, which shall meet within twenty-four (24) hours to render a decision which will be final and binding.

If the Labor/Management Committee cannot agree, the matter shall be referred to arbitration, under rules and procedures adopted by the parties to the Agreement. In any event, the Contractor shall be able to start the job, PROVIDED A PRE-JOB CONFERENCE HAS BEEN HELD. Any decision shall be retroactive to the start of the job.

6.2 JOB HEADQUARTERS Job Headquarters shall mean any location where employees show up for work and equipment is parked. All Job Headquarters shall comply with Section 6.8.

6.3 An employee who is temporarily assigned by the Employer from one customer to another (or from one utility service area to another on Puget Sound Energy property) for a period of less than fifteen (15) calendar days will receive fifty dollars

($50.00) per day for board and lodging. Maximum of one board and lodging payment per employee per day.

6.4 At least three (3) regular workdays notice shall be given for transfer from one Job Headquarters to another Job Headquarters. Employer shall pay the employee $30.00 per day for any of the three (3) workdays notice not given.

6.5 An employee may be reassigned from one Job Headquarters to another without notice or expenses as a temporary replacement for an employee who is absent from work due to unforeseen circumstances.

6.6 When ferry and/or toll bridge crossings occur during the work day, the Employer shall reimburse the employee for all such fares and/or tolls upon receipt. Reimbursement not to exceed the face value of the ticket.

6.7 The Employer shall pay for traveling time and furnish transportation to employees transferred from Job Headquarters to Job Headquarters. The Employer shall not be required to pay for traveling time nor furnish transportation after the employee has been terminated.

6.8 The Employer will set up Job Headquarters not to exceed 250 yards from a business (gas station, convenience store, etc.) which will meet the following conditions:

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. Water for washing hands and face.

4. Parking facilities for employees' cars.

5. Safe storage space for employees' tools.

6.9 The company agrees that if an employee is working in an area that requires him/her to live away from their residence and it is reasonable to transfer him/her closer to home, the company will give consideration to the transfer provided both employees involved with the transfer agree.

ARTICLE VII
Working Rules for Tree Trimmers

7.1 Bucket Crew - A qualified Journeyman Tree Trimmer shall be in charge of a tree trimming crew. A tree trimming crew, when trimming from the power lines, shall consist of not less than two (2) Journeymen and one (1) lift truck.

(a) On a two (2) person crew, the chipper shall not be in operation while The Tree Trimmer is engaged in trimming.

(b) On a Bucket Crew, if a second Journeyman is not available, an Apprentice or qualified person may take the place of that Journeyman. In the event of a layoff, in no case shall an Apprentice substitute or supplant for a Journeyman Tree Trimmer. Such affected Journeyman shall be offered the-out-of classification Apprentice opening closest to their residence as possible prior to any layoff, except for just cause. This provision shall not cause payment under 6.3, 6.4 and 6.7.

(c) On a two (2) man bucket crew, incidental climbing may be performed if both crew members agree and climbing will not exceed (1) one hour per day. The Employer shall not question the decision of the crew if they choose not to climb.

7.2 Climbing Crew - A climbing crew shall consist of not less than three (3) people, one (1) Journeyman Tree Trimmer designated Foreman.

(a) On a climbing crew, if a second Journeyman is not available, an Apprentice may take the place of that Journeyman. Apprentices utilized on climbing crews shall be paid at their step rate. In the event of a layoff, in no case shall an Apprentice substitute or supplant for a Journeyman Tree Trimmer. Such affected Journeyman shall be offered the-out-of classification Apprentice opening closest to their residence as possible prior to any layoff, except for just cause. This provision shall not cause payment under 6.3, 6.4 and 6.7.

(b) Except as provided in Section 7.1 and 7.2, Apprentices shall not be used to replace Journeyman Tree Trimmers.

7.3 The chipper shall be within visual contact with the Foreman, or another crew member when the chipper is in operation.

7.4 If, in the opinion of the Foreman, additional help is needed, the work that can only be done safely, in his opinion, shall be performed. The remainder of the work shall be performed when the corrected compliment of crew structure is attained.

7.5 Tree Trimmer apprentices will be under the direction of the Area Training Committee.

7.6 Apprentices will normally be assigned to work with a Journeyman Tree Trimmer.

7.7 Tree Trimmer Apprentices, during their first step, shall not be employed in locations where there is danger of them working within ten (10) feet of primary energized lines.

7.8 After Apprentices have attained the second six (6) month pay grade, advancement of Apprentices will be determined by on-the-job training, related training, proof of hours worked, and upon recommendation by the Trimmer and Employer representative to the Training Committee, advancements in pay grade will be made.

7.9 A Spray Crew Foreman handles chemicals for use on right-of-way and

shall receive Spray Foreman rate of pay.

7.10 A mechanical right-of-way and line clearance equipment operated from the ground shall be operated by a Tree Equipment Operator with the assistance of one (1) other worker.

7.11 All employees shall have and maintain a First Aid and CPR card within ninety (90) days employment. The Employer will provide the Union with a monthly list of employees whose First Aid/CPR card will be expiring to enable the Union to schedule timely training to renew the employee's certification.

7.12 All Forepersons and Journeyman Trimmers shall possess a DOT medical card and valid Driver's License, in accordance with State and Federal Law, for the size of vehicle they are assigned to drive. The employer shall be notified immediately by the employee if his/her driver's license is suspended or revoked.

7.12a All Forepersons and Journeyman Trimmers shall have and maintain a valid Pesticide Applicator's license (Stump Treatment Category) when the Employer's customer requires Stump Treatment.

7.13 The Parties to this Agreement agree that the Seattle Paid Sick Leave and Safe Time Ordinance shall not be applicable to the employees covered by this agreement.

ARTICLE VIII

8.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree or a court of competent jurisdiction, such invalidation of such part or portion of the 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 IX
Wage Schedule

9.1 Classifications — Hourly Rate Effective

	3%	3.5%	3.5%	4%
Classification	12/30/18	12/29/19	1/3/21	1/1/22
Journeyman Tree Trimmer Foreman	$37.85	$39.18	$40.55	$42.17
Journeyman Tree Trimmer	$32.67	$33.81	$34.99	$36.39
Apprentice Tree Trimmer:				
1st period Apprentice (75%)	$24.50	$25.36	$26.24	$27.29
2nd period Apprentice (80%)	$26.14	$27.05	$27.99	$29.11
3rd period Apprentice (85%)	$27.77	$28.74	$29.74	$30.93
4th period Apprentice (90%)	$29.40	$30.43	$31.49	$32.75
Tree Equipment Operator	$37.85	$39.18	$40.55	$42.17
Spray Foreman	$35.36	$36.60	$37.88	$39.40

Spray Helper	$26.16	$27.08	$28.03	$29.15
Tree Trimmer Groundman	$22.91	$23.71	$24.54	$25.52

***The Employer agrees to cover the cost of the Herbicide Spray License fee for all employees who are required by the Employer to have said license.

ARTICLE X
Safety and Working Rules

10.1 Safety meetings will be held for all employees. A total of one (1) hour, per month, shall be allocated for such meetings.

10.2 The Federal and State Safety Regulations governing line clearance tree trimming operations shall be observed.

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

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

THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE INTERNATIONAL PRESIDENT OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

SIGNED THIS 20th DAY OF March, 2019.

SIGNED FOR THE EMPLOYER
ASPLUNDH TREE EXPERT, LLC

BY _____ 3/20/19
John W. Dettl Date
Vice President, Labor Relations

SIGNED FOR THE UNION
LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3-19-2019
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3/18/2019
Alice Phillips Date
Business Manager

SIGNED THIS 20th DAY OF March, 2019.

SIGNED FOR THE EMPLOYER
ASPLUNDH TREE EXPERT, LLC

BY _____ 3/20/19
John W. Dettl Date
Vice President, Labor Relations

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LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3-19-2019
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3/18/2019
Alice Phillips Date
Business Manager

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

April 29, 2019

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

MEMORANDUM OF AGREEMENT

All employees reporting for work on Puget Sound Energy property shall begin and end their work day at the employer's designated headquarters. The Union also agrees to allow the employer, on a project basis, to secure headquarters/parking locations as close to the job site as possible.

SIGNED THIS 20th DAY OF March, 2019.

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ASPLUNDH TREE EXPERT, LLC

BY _____ 3/20/19
John W. Dettl Date
Vice President, Labor Relations

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LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3-19-2019
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3/18/2019
Alice Phillips Date
Business Manager

LETTER OF UNDERSTANDING

The Employer will pay the full cost of the Worker's Compensation premium for the duration of this Agreement.

SIGNED THIS 20th DAY OF March, 2019.

SIGNED FOR THE EMPLOYER
ASPLUNDH TREE EXPERT, LLC

BY _____ 3/20/19
John W. Dettl Date
Vice President, Labor Relations

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LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3-19-2019
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3/18/2019
Alice Phillips Date
Business Manager

MEMORANDUM OF AGREEMENT
ONE MAN SERVICE CREW

The following agreement pertaining to the ONE Man Service Crew shall be effective during the term of this agreement.

One Man Service Crew shall include the following duties and conditions:

1. Service truck with cell phone and pager.
2. No one man work within the 10' primary zone.
3. Field S/R's and determine work and crew structure for tree crews.
4. Additional qualified personnel per IBEW agreement will be added when working within the primary zone.
5. Danger tree patrol.
6. Journeyman will be paid at Foreman rate.
7. Journeyman to have 3 years Journeyman experience.
8. No Climbing or chipping of brush.
9. Not allowed to use Power Saws with a bar over 20".
10. Not allowed to use Circular Saw (Ackely).

SIGNED THIS 20th DAY OF March, 2019.

SIGNED FOR THE EMPLOYER
ASPLUNDH TREE EXPERT, LLC

BY _____ 3/20/19
John W. Dettl Date
Vice President, Labor Relations

SIGNED FOR THE UNION
LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3-9-2019
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3/18/2019
Alice Phillips Date
Business Manager

**LETTER OF AGREEMENT

This letter of agreement is made and entered into and between Asplundh Tree Expert, LLC (hereinafter referred to as the "Employer"), and The International Brotherhood of Electrical Workers Local Union No 77 and Local Union No 483 (hereinafter referred to as the "Union").

In the negotiations of the parties' collective bargaining agreement effective from December 30, 2018 to December 31, 2022, the parties reached certain additional understandings and agreements. These understandings and agreements are set forth below.

AGREEMENT

Overtime: Addition of scheduled overtime on a voluntary basis only, the employees shall be given a 48 hour notice to report for work on Saturdays only at the rate of one and one half the regular straight time of pay not to exceed eight (8) consecutive hours. Emergency overtime, Storm work, Sundays and holidays will remain at the double time rate.

Intent of this Agreement

The intent of this agreement is to provide an opportunity for those employees who wish to volunteer, to work these hours only. There shall be no retribution for employees, who chose not to work this under this letter of agreement.

SIGNED THIS 20th DAY OF March, 2019.

SIGNED FOR THE EMPLOYER
ASPLUNDH TREE EXPERT, LLC

BY _____ 3/20/19
John W. Dettl Date
Vice President, Labor Relations

SIGNED FOR THE UNION
LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3-19-2019
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY Alice A Phillips 3/18/2019
Alice Phillips Date
Business Manager

LETTER OF AGREEMENT

This Letter of Agreement is made and entered into by and between Asplundh Tree Expert, LLC (hereinafter referred to as the "Employer") and Local 77 and Local 483 of the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union").

In the negotiations of the parties' collective bargaining agreement effective from December 30, 2018 to December 31, 2022, the parties reached certain additional understandings and agreements. These understandings and agreements are set forth below.

Agreement

1. The provisions of Section 5.14 of the collective bargaining Agreement notwithstanding, the Employer shall continue to contribute one percent (1%) of the gross labor payroll to fund the Training Trust through June 27, 2020. Effective June 28, 2020, the Employer shall increase its contribution to the Training Trust to one and one-half percent (1.5%) of the gross labor payroll.

SIGNED THIS 20th DAY OF March, 2019.

SIGNED FOR THE EMPLOYER
ASPLUNDH TREE EXPERT, LLC

BY _____ 3/20/19
John W. Dettl Date
Vice President, Labor Relations

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LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY _____ 3-19-2019
Louis R. Walter Date
Business Manager

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LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

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Business Manager

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In the negotiations of the parties' collective bargaining agreement effective from December 30, 2018 to December 31, 2022, the parties reached certain additional understandings and agreements. These understandings and agreements are set forth below.

Agreement

1. The Employer's client Avista has established a regular assignment to perform routine maintenance line clearance in the counties of Spokane County in Washington and Kootenai County in Idaho. Designated response crews and members thereof will be assigned to service the area.

   It is understood and agreed that these designated response crews may be assigned to parking locations and to perform line clearance anywhere in these two counties without the payment of per diem.

   The Employer will endeavor to give as much notice as practicable when parking locations are moved.

   Equipment will be relocated on the Employer's time.

   On the remainder of the Avista property, board and lodging at $50.00 per day shall be paid by the Employer for all employees who are reassigned to another Job Headquarters for a period of less than fifteen (15) calendar days. An employee referred for initial employment shall not be entitled to this expense allowance.

2. If the Employer's utility customer or governmental authority requires ISA certification, the Employer will supply the materials and pay for the first test and re-certification every three years. Upon the employees' completion of the certification the Employer will pay an additional thirty cents ($.30) per hour for work on that utility property so long as the employee maintains the certification.

3. For purposes of the State of Washington Paid Sick Leave, all employees working on the property of Avista will be considered to be residents of the State of Washington.

4. For employees working on utility properties whose headquarters are in the State of Idaho, the employee will accumulate the value of one hours' pay for each forty (40) hours worked. Each calendar Quarter the employee may select an item from a catalog of tree-trimming related clothing, boots, etc. and notify their General Foreperson. The "GF" will order and pay for the article out of the accumulated funds the employee has earned. Any remaining balance will be forfeited if the employee separates from employment.

SIGNED THIS_____DAY OF _____, 2019.

SIGNED FOR THE EMPLOYER
ASPLUNDH TREE EXPERT, LLC

BY_____
John W. Dettl Date
Vice President, Labor Relations

SIGNED FOR THE UNION
LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Alice Phillips Date
Business Manager

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INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Alice Phillips Date
Business Manager

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Alice Phillips Date
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ASPLUNDH TREE EXPERT, LLC

BY_____
John W. Dettl Date
Vice President, Labor Relations

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LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Louis R. Walter Date
Business Manager

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LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Alice Phillips Date
Business Manager

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Vice President, Labor Relations

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OF ELECTRICAL WORKERS

BY_____
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Alice Phillips Date
Business Manager

LETTER OF AGREEMENT

This Letter of Agreement is made and entered into by and between Asplundh Tree Expert, LLC (hereinafter referred to as the "Employer") and Local 77 and Local 483 of the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union").

In the negotiations of the parties' collective bargaining agreement effective from December 30, 2018 to December 31, 2022, the parties reached certain additional understandings and agreements. These understandings and agreements are set forth below.

Agreement

1. The provisions of Section 5.14 of the collective bargaining Agreement notwithstanding, the Employer shall continue to contribute one percent (1%) of the gross labor payroll to fund the Training Trust through June 27, 2020. Effective June 28, 2020, the Employer shall increase its contribution to the Training Trust to one and one-half percent (1.5%) of the gross labor payroll.

SIGNED THIS_____DAY OF _____, 2019.

SIGNED FOR THE EMPLOYER
ASPLUNDH TREE EXPERT, LLC

BY_____
John W. Dettl Date
Vice President, Labor Relations

SIGNED FOR THE UNION
LOCAL UNION NO. 77,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Louis R. Walter Date
Business Manager

SIGNED FOR THE UNION
LOCAL UNION NO. 483,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY_____
Alice Phillips Date
Business Manager