

AGREEMENT

Between

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL-CIO
LOCAL UNION 1245

And

ASPLUNDH TREE EXPERT, LLC
NV ENERGY NORTH SERVICE AREA

May 1st, 2018- April 30th, 2022

AGREEMENT

THIS AGREEMENT made and entered into this first (1) day of May, by and between Asplundh Tree Expert, LLC, its successors or assigns, doing line clearance tree trimming work in the Northern Service area of Nevada serviced by NV Energy hereinafter referred to as the Company or Employer and Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as Union,

Witnesseth that:

Whereas, the parties hereto desire to cooperate in establishing fair and equitable wages, hours and working conditions for the employees hereafter designated, to facilitate the peaceful adjustment of differences that may from time to time arise between them and to promote harmony and efficiency to the end that Company, Union and other interested parties may benefit therefrom,

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

ARTICLE 1

Recognition

- 1.1 For the purposes of collective bargaining with respect to rate of pay, wages, hours, and other conditions of employment, the Company recognizes the Union as the exclusive representative of those categories of employees who are employed by the Company doing line clearance tree trimming in the Northern Service Area of NV Energy property.
- 1.2 Employees who are members of Union shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of Company and its service to the public.
- 1.3 During the term of this Agreement, Union shall not call upon or authorize employees individually or collectively to cease or abstain from the performance of their duties for Company and Company shall not cause any lockout.
- 1.4 It is the policy of the Company and Union not to discriminate against any employee because of race, creed, sex, color, national origin, or age. (Amended 1/1/77)

ARTICLE II

Union Security and Activity

- 2.1 Company shall deduct from their wages and pay over to the proper officers of Union the membership dues of the members of Union who individually and voluntarily authorize such deductions in writing. The form of check-off authorization shall be approved by Company and Union.

- 2.2 Company shall not discriminate against any employee because of his/her membership in Union or his/her activity on behalf of Union.
- 2.3 The Business Manager of the Union and/or his/her representatives shall have access to the Company's properties during regular working hours for the purpose of transacting Union business. The Union shall furnish the Company with a list of such representatives who shall be furnished with proper identification. This privilege shall not be abused by the Union, nor shall the Union interfere with normal work of the Employer.
- 2.4 No employee covered by this Agreement shall be required, as a condition of employment, to pass through any primary picket line sanctioned by this Union; however, in the event of an emergency, the Union will assist the Company in seeking permission to pass through such picket line.
- 2.5 The Company agrees to advise all new employees of the existence of this Agreement. In addition, the Company will furnish the Union with the names and addresses of all new employees covered by this Agreement at the time of payment of membership dues each month.
- 2.6 Company shall provide all new employees with appropriate membership forms. All materials necessary to accomplish the above including postage shall be furnished to the Company by the Union.
- 2.7 Union will maintain a bulletin board at various assembly points within each District where permitted. Company and Union will share board space equally for posting of official and approved Company and Union business.

ARTICLE III

Hours and Overtime

- 3.1 A workweek is defined to consist of seven (7) consecutive calendar days, and a basic workweek is defined to consist of five (5) workdays of eight (8) hours each. The days in the basic workweek shall be known as workdays and the other days in the workweek shall be known as non-workdays.

The basic workweek shall be Monday through Friday, except when a job, other than for a public utility, is to be done on Saturday then the Company may assign another day as a non-workday and Saturday then becomes a workday in the basic workweek. Whenever practicable, the non-work day shall be on a Monday.

In general, the regular hours of work shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m. with a thirty (30) minute unpaid lunch period, provided, however, that the regular lunch period may be advanced or delayed one (1) hour or less when work must necessarily be performed during regular lunch period or when the General Foreman or other

Supervisor and the employees involved mutually establish a different lunch period. Such change in the lunch period shall not be deemed to require the payment of overtime.

The Employer may also schedule four (4) ten (10) hour days, Monday through Thursday or Tuesday through Friday with a thirty (30) minute unpaid lunch period at the approximate midpoint of the work day.

The regular hours of work may be changed by Company at the request or direction of public authorities or by agreement between Company and Union. Company shall not be required to pay overtime by reason of any such change. The Company will provide one week notice if the schedule is changed from five eight hour days to four ten hour days and vice versa.

- 3.2 Employees shall report for work at predetermined assembly points and shall return thereto at the conclusion of the day's work, and the time spent in traveling between such assembly points and the job site shall be considered as time worked.
- 3.3 Overtime is defined as (a) time worked in excess of forty (40) hours in a workweek, (b) time worked in excess of eight (8) or ten (10) hours on a scheduled workday, (c) time worked on a non-workday, (d) time worked outside of regular hours of work on a workday. Overtime shall be computed to the nearest quarter hour. Nothing contained herein shall be construed to require payment of overtime under more than one (1) of the foregoing definitions for a single period of overtime.
- 3.4 (a) Emergency Work Employees who are required to report for emergency work on non-workdays, or outside of their regular hours of work on scheduled workday or on holidays which they are entitled to have off, shall be paid overtime compensation for the actual work time and for travel time in connection therewith, but such travel time shall not exceed one-half (1/2) hour. If an employee who is called out for such work outside of his/her regular hours of work on a scheduled workday continues to work into or beyond his/her regular hours of work, he/she shall be paid overtime compensation for travel time from his/her home only.
- (b) Prearranged Overtime. When at the request of the Supervisor in charge, an employee reports for prearranged work (1) on workdays outside of his/her regular work hours, he/she shall be paid overtime compensation for actual work time: (2) on non-workdays or on holidays, he/she shall be paid overtime compensation for actual work time. For the purpose of this section, prearranged work is deemed to be work for which advance notice has been given prior to the end of the employee's normal work hours on the preceding day.
- 3.5 Employees who report for work as provided for in Section 3.4(a) shall be paid a minimum of two (2) hours pay, including travel time at overtime rates. Employees who report for work as provided for under Section 3.4(b) shall be paid a minimum of two (2) hours pay, at overtime rates even if work is canceled for any reason. However, Company will not be required to

pay overtime rate if the two (2) hours minimum goes into an employee's regular work hours on regular workdays.

- 3.6 Overtime compensation shall be paid at a rate of pay equivalent to one and one half (1 1/2) times the regular rate of pay for all hours worked in excess of the scheduled hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) day of work: and two (2) times the employee's regular rate of pay for all worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) day of work in any workweek.
- 3.7 Company shall not require employees who have been required to work overtime to take equivalent time off during a workday.
- 3.8 Employees required to work eight (8) hours or more between their regular quitting hour and their regular starting hour during the basic workweek and elect not to work the next regular workday will be excused as work attendance under Section 12.4.
- 3.9 Equal Distribution of Overtime. Overtime work shall be distributed among employees in the same classification and in the same location as equal as is practical.

ARTICLE IV

Inclement Weather Practice

- 4.1 Employees who report for work on a workday or for prearranged work on a non-workday and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than two (2) hours at the appropriate rate of pay. Employees receiving subsistence as provided for in Section 5.2 shall continue to receive such subsistence in addition to the amount provided for under this section.
 - (a) The determination for not working on an inclement day shall not be at the discretion of a recipient of inclement pay. The employees shall work on such days, unless specifically notified otherwise by Company supervision.
- 4.2 Time lost due to inclement weather, equipment breakdown or other excused absences may, at the discretion of the Employer, be made up on Friday or Saturday, not to exceed ten (10) hours at the straight time rate of pay. If the employee has a conflict, the Company will consider reasonable requests for the employee to be excused from make up time.

If the Supervisor decides to relieve the employee because of inclement weather, the employee will be allowed to use accrued vacation to compensate for lost time.

ARTICLE V
Expenses

- 5.1 If Company requires an employee to work more than two (2) hours beyond regular work hours on a eight hour workday or non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars (\$12.00) and time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefore. If the employee opts to not take the meal, the employee shall receive twelve dollars (\$12.00) and one-half (1/2) hour at the overtime rate in lieu of the meal.
- (b) Employees who work a four ten-hour workdays (workweek) can be prearranged for a ten-hour workday without a meal payment.
- 5.2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed twenty-five (\$25.00) dollars per day as a subsistence allowance for each workday at the temporary headquarters. The time spent by any such employee in traveling to such temporary job at its beginning and from it at its conclusion shall be paid for by Company. * See **Letter of Agreement in back of Contract**
- 5.3 In other than emergency situations, the Company shall give at least twenty-four (24) hours notice to an employee who is to be sent out of town for temporary work as defined in Section 5.2, in order that the employee may have time to prepare for the trip. The Company will provide reasonable lodging at the Company's expense.
- 5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience.
- 5.5 In no event shall Company lay off a crew in one (1) headquarters and add a new crew in another headquarters, in order to avoid payment of expense allowance as provided in Article V.

ARTICLE VI
Seniority

- 6.1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (1) an employee is discharged for cause, (2) an employee voluntarily terminates employment, (3) an employee has been laid off for more than twelve (12) consecutive months, or (4) an employee has violated the provisions of Article VII, Section 5.
- 6.2 Upon Union's request, the Company shall furnish the Union with a seniority list including wage rates of all employees covered by this Agreement and shall keep the Union advised of all additions, deletions, or corrections at three (3) month intervals.

- 6.3 Seniority shall be used as the basis for determining such benefits as transfer rights, protection against demotion and layoff, Hospital and Life insurance, etc.
- 6.4 The continuity of an employee's service shall not be broken by absence for any of the following reasons, and his/her Company seniority shall accrue for the period of any such absence:
- (a) Induction, enlistment, or active duty in the armed forces of The United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to re-employment.
 - (b) Absence on Union business not requiring a leave of absence.
 - (c) Absence by reason of industrial disability while working for Company.
 - (d) Authorized absence by reason of sick leave or absence without pay.)
- 6.5 The parties acknowledge that many of the employees hired to perform work under this Agreement were employed by a previous contractor who was signatory to a union agreement establishing terms and conditions of employment for work on this customer's property. The Employer agrees to recognize the employee's previous service working on the property of NV Energy with the prior contractor for purposes of establishing eligibility for the amount of vacation under this Agreement. The employee must provide evidence of their length of service they claim to have worked for the previous contractor. The recognition of previous service will apply to any former employee who is hired by the Employer within sixty (60) days of the signature date of this Agreement.

ARTICLE VII

Leaves of Absence

- 7.1 Leave of absence shall be granted to employees with six (6) months or more of continuous service, for urgent reasons, provided adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. Leave will not be granted if the purpose for which it is requested may lead to the employee's resignation.
- 7.2 A leave shall commence on and include the first workday on which an employee is absent and terminate with and include the workday proceeding the day he/she returned to work. The employee shall be restored to employment on the termination of his/her leave of absence.
- 7.3 Company shall at request of Union grant a leave of absence without pay for three (3) years or less to an employee who is appointed or elected to any office or position in the Union and whose services are required by the Union. The seniority of an employee who is granted a

leave of absence under the provisions of this section shall accrue during the period of such leave except for a period of thirty (30) days or less.

- 7.4 A leave of absence under the foregoing conditions shall be granted to employees who enter the armed forces of the United States provided, however, that any such leave of absence and the reinstatement of any such employee shall be subject to terms of any Act of Congress which provides for re-employment.
- 7.5 If an employee fails to return immediately on the expiration of his/her leave of absence, or if/she accepts other employment while on leave, or if he/she makes application for unemployment benefits while on leave, he/she shall thereby forfeit the leave of absence and terminate his/her employment with the Company.
- 7.6 Any employee who is called upon to be absent from duty due to a death in his/her immediate family shall be excused, without loss of regular pay, for a reasonable time, not to exceed three (3) days, and will be granted an additional two (2) days excused unpaid time off in order to permit him/her to make arrangements for and to attend the funeral. "Immediate family", as used in this paragraph, means the employee's father, mother, son, daughter, brother, sister, husband, wife, grandmother, grandfather, current mother-in-law and current father-in-law.

Three (3) days excused absence shall be allowed for the employees' attendance of a funeral for a step-father, step-mother, step-son or step-daughter.

ARTICLE VIII
Wages

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

CLASSIFICATION	STEPS	5/1/2018	5/5/19 3%	5/3/20 2%
Groundman	Start	\$12.13	\$12.49	\$12.74
	6 Months	\$13.07	\$13.46	\$13.73
Climber	Start	\$14.38	\$14.81	\$15.11
	12 Months	\$17.45	\$17.99	\$18.35
	24 Months	\$18.41	\$18.98	\$19.34
	36 Months	\$20.17	\$20.77	\$21.19
VC Foreman		\$19.01	\$19.58	\$19.97
Foreman I		\$20.37	\$20.98	\$21.40
Foreman II		\$20.76	\$21.38	\$21.81
Foreman III		\$22.30	\$22.97	\$23.43
Foreman IV		\$23.75	\$24.46	\$24.95
Patrolman		\$23.46	\$24.16	\$24.65

Effective May 2, 2021, this Agreement shall be reopened for negotiations over wages.

8.2 After one year at the twenty-four (24) month Climber rate, the Climber shall be promoted

to the Climber classification and wage rate upon successfully passing all the requirements of the qualified Line Clearance Tree Trimmer of Company approved program.

Patrolman

Employees may file, request, in writing, for promotion to Patrolman. Seniority and experience will be given preference for a Patrolman classification. The employee shall accept the Patrolman classification at the same rate of pay that he/she is then receiving, with progression raises, same as the other classification. He/she shall return to other duties as needed, on a temporary or permanent basis. In the event an employee is promoted to Patrolman and is not a qualified Line Clearance Tree Trimmer at that time, and returns to a crew, he/she shall enter the training program at the level he/she was promoted from, with no reduction in wages.

VC Working Foreman

(Wage schedule-starting Working Foreman with no raise, except on general wage increase. Wage schedule at start of VC work, remains until VC work is over for the year. When VC work is not in progress, the VC employee will perform work classification in line clearing crew from Groundman, Climber, or line clearing Foreman, per his/her experience, ability, qualifications, and job available and receive wages as per classification of work performed.)

Foreman

Foreman I: First year Foreperson. Forepersons on bucket trucks must possess a Class B CDL.

Foreman II: Second year Foreperson that possesses a Class B CDL and a NV Applicator's License.

Foreman III: Third year Foreperson that possess a Class B CDL and a NV Applicator's License.

Foreman IV: Fourth year Foreperson and beyond that possess a Class B CDL, NV Applicator's License, and must be an ISA Certified Arborist and/or ISA Utility Specialist.

Groundman

An employee, under supervision of Working Foreman, who is engaged in repetitive, unskilled work such as brushing, raking, digging, loading brush and clearing right of ways. They also may use power saws and feed chippers

8.3 An employee shall be paid at the wage established for his/her classification. When an

employee is temporarily assigned to work in a classification higher than his/her regular classification he/she shall be paid at the rate established for such classification for each hour worked, provided that such time worked is not less than two (2) hours during the day. All hours worked at a higher rate of pay will apply towards his/her placement when he/she promotes to the next higher classification.

- 8.4 The Company will pay employees by check on Friday unless the employee chooses one of the options listed below.

Employees may elect to have their paycheck deposited directly into a bank account, or mailed (using the US Postal Service regular first class mail) to them. Employees are encouraged to utilize direct deposit of their pay.

If reports are received by Monday, all direct deposits will be placed electronically to the employee's bank no later than Thursday (for prior the weeks' work). For employees that choose direct deposit, their pay stub will be mailed or delivered within seven calendar days from date of direct deposit. Employees are encouraged to receive their pay stubs electronically.

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

ARTICLE IX

Promotion and Transfer

- 9.1 Employees may file requests, in writing, for promotions to the Working Foreman classification or for a transfer to a new location in their present classification with the Region office of the Company. For other than temporary vacancies, whenever a vacancy occurs, the Company will, before filling such vacancy, first give consideration to such requests, and qualifications being sufficient, shall give preference on the basis of seniority.
- (a) Company shall give consideration to application for promotion and transfer to vacancies on the basis of seniority, ability and qualifications. In order to determine the relative seniority of persons filing applications on a vacancy or to determine its validity on a particular vacancy, it is agreed that Company shall only consider those applications on file at the time the vacancy occurs. Should there be no application from a qualified employee on file at the time of a vacancy; the Company may fill the vacancy as provided in Section 9.3.
- 9.2 Requests for promotion or transfer shall expire at the end of six (6) months from the time of receipt by Company unless the Company has within the six (6) months period received

a request for extension. If such request for promotion and transfer is offered and the employee refuses, the request becomes null and void and he/she shall resubmit his/her request.

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

ARTICLE X

Demotion and Layoff

- 10.1 In the event reduction of forces or permanent curtailment of operations shall occur, employees shall be laid off in the reverse order of their seniority in the area which they are working at the time of reduction. The application of the section to an employee working temporarily in an area shall apply only to the extent that it affects him/her in his/her regular area.
- 10.2 An employee who has six (6) months or more of continuous Company service and whose job is being eliminated may request to displace an employee with less seniority than his/her own in the following sequence:
- (a) That employee in the same classification in the District who has the least seniority;
 - (b) That employee in the lower classification in the District who has the least seniority;
 - (c) No employee may displace another employee who has greater Company seniority than his/her own.
 - (d) If two (2) or more employees have the same Company seniority date, the following process will be used for breaking the tie:
 - 1. The employee who has their current first aid card.
 - 2. If the employees have a current first aid card, the employee who has a current first aid and CPR card they would be the employee retained.
 - 3. If the employees have a current first aid and CPR card, the employee with a current first aid and CPR card and a CDL driver's license, they would be the employee retained.

* If all things are still equal after the above mentioned, the Union and Company will mutually agree on an acceptable method for breaking the tie.

- 10.3 If Company cannot effect a displacement in accordance with Section 10.2, or if an employee requests not to take a demotion as provided in Section 10.2(b), an employee who has one (1) year or more continuous service with the Company may elect to displace an employee with less seniority than his/her own in the following sequence:
- (a) That employee in the same classification in the area who has the least seniority;
 - (b) No employee may displace another employee who has greater seniority than his/her own.
- 10.4 Company shall give employees whose jobs are to be eliminated as much notice as possible. Employees desiring to exercise the provisions of Section 10.2 or 10.3 shall give the Company notice of at least five (5) workdays.
- 10.5 If in the application of the provisions of this Article an employee in a classification which, in the normal line of progression, is higher than an Apprentice classification can effect displacement in such classification, the former shall not take such Apprentice classification but shall be given the rate of the classification next higher thereto.

ARTICLE XI

Holidays

- 11.1 Employees with six (6) months seniority who have met the working attendance requirement (see below), shall be entitled to have the following holidays off with eight (8) hours pay when they fall on a workday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Holidays falling on Saturday will be observed on Friday. Holidays falling on Sunday will be observed on Monday.

The working attendance requirement is defined as an employee who works every day he/she is scheduled to work during the week each holiday falls including the workday before and the workday after each holiday.

An employee may be excused from the working requirement if the employee contacts their Supervisor at least ninety (90) minutes before their scheduled workday and has a verified doctor's excuse when they return to work. If attempts to reach the Supervisor are unsuccessful, the employee shall contact the Region office, subject to the above conditions.

During weeks in which a holiday falls, the Employer will schedule five (5) eight (8) hour days, one of which will be the holiday. However, upon mutual agreement of the Employer and the employees, the Employer may schedule four (4) ten (10) hour work days during a week in which a holiday falls providing four work days and a paid eight-

hour holiday.

- 11.2 If the employee is required to work on any holiday listed above that employee shall be entitled to compensation at two (2) times their straight-time pay.

ARTICLE XII

Vacations

12:1 All employees who have completed one (1) year of continuous service for the Company shall be entitled to five (5) days' vacation (40 hours). All employees who have completed three (3) years continuous service work for the Company shall be entitled to ten (10) days' vacation (80) hours. Service with the Company for vacation purposes shall be considered to have started on the anniversary date of employment. To qualify for a full vacation allotment, the employee shall have actually worked a minimum of seventeen hundred (1700) hours in the employee's anniversary year.

An employee who actually worked at least eight hundred fifty (850) hours in the employee's anniversary year but did not actually work seventeen hundred (1700) hours during that period shall be entitled to a pro rata share of vacation.

12:2 If a holiday occurs on a weekday during an employees' vacation, such employee shall be entitled to an additional day of vacation.

12:3 Vacation arrangements must be scheduled with the employee's immediate supervisor. Vacation shall not be cumulative from year to year but must be taken in the year in which it is due. In case of conflict over scheduling of employees vacation periods, seniority shall be the determining factor.

12:4 Employees will be permitted their choice of vacation time on a seniority basis. If it can do so without interfering with the work in progress, Company shall permit vacation at any time during the calendar year.

12:5 In the event an employee entitled to a vacation quits the service of the Company before such vacation is taken, the employee shall upon giving five (5) days written notice of intention to quit be entitled to vacation pay for all earned vacation. Terminated employees shall be entitled to all earned vacation and exempt from this provision.

ARTICLE XIII

Safety

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

- 13.2 Company reserves the right to draft reasonable safety rules for employees and to insist on the observance of such rules. A copy of the rules will be furnished the Union. Union will designate one (1) man to work with Company's Safety Committee on an advisory basis.
- 13.3 Union may submit suggestions to Company concerning the revision and enforcement of safety rules.
- 13.4 The Electrical Safety Orders of the state where employed shall apply when employees are working in proximity of energized conductors.
- 13.5 In no event shall there be less than two (2) Climbers, one (1) of which may be the Foreman, on each climbing crew.
- 13.6 The Company shall report to the Union any industrial injury which has been reported to Company. Said notice shall be furnished to the Union at the same time the Company reports the injury to its Workmen's Compensation insurance carrier. In the event the Company is self-insured for purposes of Workmen's Compensation, then such notice shall be given to the Union within five (5) days after the injury has been reported to the Company.
- 13.7 As a condition of employment, employees will be required on their own time to attend First Aid and CPR training. Employees will be required to obtain and maintain a current card or certificate of completion of First Aid and CPR training. Company will pay for the materials involved in the First Aid and CPR training, upon an employee's proof of completion and receipt for materials purchased by the employee. Company and Union will cooperate in assisting employees in this program.
- 13.8 All employees shall adhere to the Employer's Safety Policy, disciplinary action program and Substance Abuse Policy as they are amended from time to time by the Company.

ARTICLE XIV Miscellaneous

- 14.1 The probationary period of a new employee shall be considered the first nine hundred and fifty (950) hours worked, including overtime. New employees must obtain First Aid and CPR certification within ninety (90) days of their hire. Any employee entering the Apprentice Climber classification with one (1) year or less of seniority shall start over on a new probationary period. During the probationary period the Company may demote, layoff, discipline or terminate such employee.
- 14.2 Employees shall report for work dressed in suitable attire to perform their duties and shall be neat and clean in appearance.

14.3 The Employer shall furnish all necessary tools and equipment. Employees will be responsible for the tools and equipment issued to them providing the Employer provides a safe place for storage.

Employees may be required to pay for tools lost or damaged due to gross negligence.

14.4 Whenever two (2) permanent Foreman are assigned to one (1) truck, the junior Foreman in seniority at that assembly point shall be assigned and receive top Climber wages for the time worked. However, for time worked on all time and material work the pay shall not change.

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

14.6 **Commercial Drivers' License**

(a) As a condition of employment all Foremen and Climbers shall have and maintain a valid a Class "B" Commercial Drivers' License (CDL) which conforms to the Federal and/or State law and possess the necessary skills to drive a standard transmission vehicle. All employees shall have ninety (90) days from their date of hire or the date of this Agreement to obtain a Commercial Drivers' License (CDL) and shall maintain such license at all times. The cost of obtaining and maintaining the above license is the sole responsibility of the employee. The Employer shall be notified immediately by the employee if his/her drivers' license is suspended or revoked. The employee will adhere to the Employer's Substance Abuse Policy and shall also adhere to the drug testing requirements associated with the CDL licensing.

(b) The Company will pay for the first physical evaluation required for obtaining a CDL.

(c) For all employees whose hire date with the Company is after January 1st, 2015, they will be required to obtain and maintain a Class "B" CDL license in order to advance higher than the 2 Year Climber classification. Employees who fail to obtain a CDL license will not be able to progress higher than 2 Year Climber classification.

(d) The Employer will provide a company vehicle for the CDL road test.

14.7 Labor Management Meetings: Semi-annual joint labor-management meetings shall be regularly scheduled for the purposes of improving communications and promoting harmony and cooperation between Company and Union through discussions of matters of mutual interest and concern.

The meetings will be scheduled for the fourth Wednesday of April and October, except that such meetings and/or additional meetings may be rescheduled or cancelled by mutual agreement.

ARTICLE XV
Grievance Procedure

- 15.1 Any grievance which may arise between Union or any of its members and Company with respect to the interpretation or application of any of the terms of this Agreement and with respect to such matters as the alleged discriminatory or arbitrary discharge or discipline of an individual employee, shall be determined by the procedure set forth in the following sections.
- 15.2 As the initial step in the adjustment of a grievance, it shall be presented to the General Foreman by the Union Shop Steward or in the absence of a Shop Steward, by an authorized Union Representative (not later than thirty (30) calendar days after the date of the action complained of, or the date the employee became aware of the incident which is the basis for the grievance). The General Foreman shall make his/her reply with seven (7) calendar days to the authorized person presenting the grievance. The District Foreman and the Shop Steward or Business Representative shall state the reasons in writing as to why they have been unable to resolve the grievance at this level, when and if it becomes necessary to refer to the next step of the grievance procedure.
- 15.3 If a grievance is not settled satisfactorily under Section 15.2, it shall be presented in writing by the Union to the Area Supervisor within fifteen (15) calendar days, following receipt of the General Foreman's reply, setting forth the following:
- (a) A statement of the nature of the grievance and the facts upon which it is based;
 - (b) The section or sections of this Agreement, if any, relied upon as being applicable thereto;
 - (c) The remedy or correction which is desired.
- The Area Supervisor shall reply in writing within fifteen (15) calendar days after the receipt setting forth the Company's position on the grievance. The Area Supervisor and the Business Representative shall state the reasons in writing as to why they have been unable to resolve the grievance at this level, when and if, it becomes necessary to refer to the next step of the grievance procedure.
- 15.4 If a satisfactory settlement cannot be reached under Section 15.3, it shall be referred to the two (2) man Review Committee, such committee to be composed of a Union Representative who was not involved in any of the proceeding discussions, and an officer of the Company. The Review Committee shall meet within thirty (30) working days after the date the case is referred to the Committee and shall endeavor to make a decision based upon the record referred to it. It may, at its discretion, return the grievance to the Area Supervisor and the Business Representative with a request for further investigation and consideration by them. It may, at its discretion, conduct a hearing on any grievance

submitted to it. The Review Committee shall be authorized to make a decision which shall be final and binding on Company and Union. If the Review Committee agrees on the disposition of a grievance, a statement to that effect shall be signed by both Review Committee members.

- 15.5 If no satisfactory settlement is arrived at under Section 15.4, either party may within twenty-one (21) calendar days, request that the grievance be referred to arbitration.
- 15.6 In the event the grievance involves an employee's qualifications for promotion or transfer or involves an employee's discharge or discipline, the Union must act under Section 15.3 within ten (10) calendar days and the Area Supervisor must reply within ten (10) calendar days.
- 15.7 An Arbitration Board shall be appointed on each occasion that a grievance is submitted to arbitration. The Board shall be composed of three (3) members, one (1) to be appointed by Union, one (1) to be appointed by the Company. At the earliest convenience of the representatives after their appointment, they shall meet for the purpose of selecting the third member who will serve as Chairman of the Board. In the event the parties are unable to agree on a person to act as a third member (within five (5) working days), they shall jointly request the Director of Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as a third member.

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

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

Either Party may call any employee as a witness in any proceeding before the Arbitration Board, and if the employee is on duty, the Company agrees to release such employee from duty so he/she may appear as a witness. If an employee is called to appear before the Board, the party calling the witness will reimburse him/her for all expenses including time lost.

ARTICLE XVI

Jury Duty

- 16.1 Any employee who may be called for jury duty shall be permitted to be absent with pay for a maximum up to two (2) weeks in any twelve (12) month period.
- 16.2 When an employee is called for jury duty, the Company will pay the difference between jury fees and the regular scheduled straight-time pay for the maximum two (2) weeks.

ARTICLE XVII
Health and Welfare

17.1 The Employer agrees to offer medical, dental and life insurance to all employees who apply and meet all of the eligibility requirements as established by the Employer's Plan. The Employer's benefit plan (including but not limited to the benefits provided, the insurance carriers, and the cost of participating in the benefit plans) may be changed at the sole discretion of the Employer and without negotiations with the Union. Employees shall be eligible for such insurance following ninety (90) days of employment.

Employees electing medical coverage shall contribute a portion of the premium cost. The Employer shall contribute 75% of the single cost only and the employee shall contribute 25% of the single premium cost. Employees who elect family coverage shall contribute 50% of the premium cost and the Employer shall contribute 50% of the cost. Employees electing dental insurance coverage are responsible for the full cost of the coverage. Employee deductions for medical and dental insurance coverage are taken forty-eight weeks per year.

Employees with more than three (3) months of continuous employment who apply will be provided life insurance in the amount of \$1,000 at no cost to the employee.

17.2 The Company shall contribute three percent (3%) of each employees' wages, including any overtime, no later than the 15th day of the month following the month in which such employment occurred. Company agrees to be bound by the IBEW Local 1245 Money Purchase Pension Trust Agreement (with both parties acknowledging that this language gives them no right to serve as a Trustee of that Trust), and any rules and regulations established by the Board of Trustees of said Plan.

ARTICLE XVIII
Term of Agreement

18.1 This Agreement shall become effective on May 1, 2018 and shall continue in effect through April 30, 2022 and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other party sixty (60) days prior to the then current term.

18.2 If the Union grants to any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract with any wages and/or fringe benefits less favorable to the employees covered under such an agreement than any wages and fringe benefits applicable to employees covered under the instant Agreement, the Employer or its successors or assigns, may at the Employer's option, incorporate into the instant Agreement any of the wages and/or fringe benefits provided for in such other contract without regard to any geographic limitations contained in such other contract. Said incorporation of more favorable terms into the

instant Agreement may be done at any time by the Employer informing the Union in writing of said incorporation, and may, at the sole discretion of the Employer, be applied to any or all of the employees covered under this Agreement regardless of geographic location.

- 18.3 If the Union negotiates with any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract with any wages and/or fringe benefits more favorable to the employees covered under said Agreement than any wages and/or fringe benefits applicable to employees covered under the instant Agreement, the Employer, or its successors and assigns shall, upon written demand by the Union, bargain in good faith regarding increasing the wages and/or fringe benefits in the instant Agreement to the amount of any of the wages and/or fringe benefits contained in such other agreement, without regard to any geographic limitation contained in such other agreement. All provisions of this Agreement and any extensions or amendments thereto, shall remain in full force and effect throughout any bargaining pursuant to this Article.

In order to facilitate the operations of this Article, the Union agrees to furnish the Employer with copies of all collective bargaining agreements in any geographic area covered by this Agreement between the Union and other employers which are or hereafter may become effective during the term of this Agreement.

- 18.4 If either party desires to amend this Agreement, it shall give notice thereof to the other party sixty (60) days prior to the end of the then current term, in which event the parties shall commence negotiations on any proposed amendment as soon as practicable after such notice has been given. Failure of the parties to agree on such proposed amendment shall not cause termination of this Agreement unless either party has given notice of termination as provided in Section 18.1.


(a) Notwithstanding the provisions of Section 18.1, either party may forthwith terminate this Agreement in the event that the other breaches its obligations as set forth in Section 1.3 hereof.


- 18.5 If any part or portion of this contract should be invalid or be superseded by either State or Federal Law, the remaining portions of the contract shall, nevertheless, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of May, 2018.

ASPLUNDH TREE EXPERT, LLC

LOCAL UNION NO. 1245
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO

By 
John W. Dettl
Vice President, Labor Relations

By 
Thomas Dalzell
Business Manager

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

September 5, 2018

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

May 1, 2018

Mr. John W. Dettl
Vice President, Labor Relations
Asplundh Tree Expert, LLC
708 Blair Mill Road
Willow Grove, PA 19090

Letter of Agreement

Dear Mr. Dettl,

This letter will document the agreement between the International Brotherhood of Electrical Workers Local Union #1245 and Asplundh Tree Expert, LLC regarding Article 5.2 Expenses. The aforementioned Article will be modified to reflect the changes mentioned below:

Expenses

Out of Town Work:

In the event a natural disaster should happen and workers are needed to work outside of IBEW Local 396 Jurisdiction, Asplundh may request volunteers for this work at which time they will define hours, wages and conditions for such work to the employees. If at any time during this temporary assignment, Asplundh is able to make arrangements to have all meals (Breakfast, Lunch and Dinner) provided at no expense to the employee, the twenty dollars (\$25.00) per day subsistence will be waived. It will still be Asplundh's responsibility to provide reasonable lodging at the Company's expense.

It is understood by both parties that this letter will become effective upon ratification of the Collective Bargaining Agreement and will remain in effect until April 30, 2022, at which time both parties will review the process. This letter in now way limits the Unions right to discuss and or bargain changes in future Labor Management Meetings.

Agreed: _____
Thomas Dalzell
Business Manager
IBEW Local Union #1245

Agreed: _____
John W. Dettl
Vice President, Labor Relations
Asplundh Tree Expert, LLC

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Asplundh Tree Expert, LLC (hereinafter referred to as the “Employer”) and IBEW Local 1245 (hereinafter referred to as the “Union”).

Whereas, the parties hereto entered into a collective bargaining agreement setting forth terms and conditions of employment of for employees of the Employer performing work on the property of NV Energy effective through April 30, 2022; and

Whereas, during the negotiations for said collective bargaining agreement the parties reached certain additional understandings and agreements; and

Now, therefore, said additional agreements are set forth below:

Agreement

1. The Employer will furnish employees with safety glasses. For employees who wear prescription glasses, the Employer will supply prescription safety glasses (either tinted or clear) upon request of the employee. The employee will be supplied with a form for their Optometrist to fill out with the employee’s vision prescription. The Employer will replace prescription safety glasses, if needed, every two years.

Agreed: _____
Thomas Dalzell
Business Manager
IBEW Local Union #1245

Agreed: _____
John W. Dettl
Vice President, Labor Relations
Asplundh Tree Expert, LLC