A G R E E M E N T

between

WRIGHT TREE SERVICE, INC.

and

LOCAL UNION NO. 659
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS (AFL-CIO)

Medford, Oregon

EFFECTIVE: January 1, **2024**

THROUGH: December 31, **2026**

BASIC PRINCIPLES

The Tree Trimming Contractor 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

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

IBEW, Local Union 659 is presently chartered by the International Brotherhood of Electrical Workers (AFL-CIO) to cover all such outside tree trimming in the following counties as follows: State of California: Del Norte, Modoc and Siskiyou Counties; State of Oregon: Benton, Coos, Curry, Douglas, Jackson, Josephine, Klamath, Lake, Lane, Lincoln, Linn and Polk Counties.

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

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

ARTICLE I
Effective Date - Changes - Disputes

1.1 This Agreement shall take effect January 1, **2024** and remain in effect until December 31, **2026**, unless otherwise specifically provided for herein. It shall continue in 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) In the event that either party has given a timely notice of proposed changes and an agreement has not been reached by the anniversary date to renew, modify or extend this Agreement, they will submit the unresolved issues to an arbitrator as indicated in paragraph (**c**) of this section. The terms and conditions of this Agreement shall remain in full force and effect. The submission of unresolved issues to an arbitrator may be delayed for thirty (30) days with written consent from both parties.

(c) The parties will jointly submit to the American Arbitration Association or the Federal Mediation Conciliation Service for a list of five (5) arbitrators. The Company and Union will each alternately strike a name from the list until only one name is left. First strike will be determined by a coin toss. The arbitrator's decision shall be final and binding on all parties hereto.

(d) The fee and expenses of the arbitrator shall be borne equally by the parties. Each party is responsible for all their other expenses incurred as a result of the arbitration, including the costs for representation, witnesses, travel and exhibits.

(e) The existing provisions of the Agreement shall remain in full force and effect until a conclusion is reached in the matter of proposed changes.

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 proposed changes in this Agreement or dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

1.5 When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

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, by-laws, 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 Groups listed below and the classifications listed in the wage schedule of this agreement. Each applicant for employment shall be registered in the highest priority Group in the classification or classifications for which they qualify.

CLASSIFICATION

GROUP I. All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications

pertaining to their classification and who have been employed in the normal construction labor market area for a period of at least one (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 residents 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" until they become permanent members of the Union.

2.7 The Employer shall notify the Business Manager or **their** Assistant of the names and Social Security numbers**, through secure file transfer,** of such temporary employees**, within two (2) weeks of being hired**.

2.8 Normal construction labor market is defined to mean the following geographical areas: Benton, Coos, Curry, Douglas, Jackson, Josephine, Klamath, Lake, Lane, Lincoln, Linn and Polk Counties in the State of Oregon, and Siskiyou, Modoc and Del Norte Counties in the State of California.

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

2.10 "Examinations" - An "Examination" shall include, 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. A Journeyman Lineman or Tree Trimmer applicant shall be eligible for examination as a qualified Journeyman Tree Trimmer if **they have** had a minimum of two (2) years' training and experience in the trade.

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

2.11.1 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 2.14(a), are required.

(c) Supervisory employees wishing to return to the Bargaining Unit will be slotted back to the appropriate group on the Local Union 659 out of work list that they were eligible for when they left the Bargaining Unit with an honorary withdrawal.

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

2.13 Employers shall advise the Business Manager of the Local Union, or **their** Assistants, 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" and then referring applicants in the same manner successively from 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 **their** appropriate place within **their** Group and shall be referred to other employment in accordance with the position of **their** Group and **their** place within the Group.

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

(a) When the Employer states bona fide requirements for special skills and abilities in **their** request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

(b) The age ratio clause in the Agreement calls for the employment of an additional employee or employees on the basis of age. Therefore, the Business Manager shall refer the first applicant on the register satisfying the applicable age requirements, provided however, that all names in higher priority groups, if any, shall first be exhausted before such over-age reference can be made.

(c) When an employer desires to employ a particular applicant as Foreman, they shall notify the Dispatcher of the name of the applicant requested. The above shall be subject to the following conditions:

(1) Such applicant must be eligible for Group I, Journeyman Line Clearance Tree Trimmer status.

(2) Such applicant must work as a Foreman for at least (90) days, unless such job is for a shorter duration.

2.15 An Appeals Committee is hereby established composed of one (1) member appointed by the Employer, one member appointed by the Union, and a public member appointed by both these members.

2.16 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.

2.17 A representative of the Employer or of the Association, as the case may be, designated to the Union in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

2.18 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.

2.19 Tree Trimmer Trainees shall be hired and transferred in accordance with the apprenticeship provisions of the Outside Area Training Agreement between the Company and the Union.

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 **workers** employed by the Employer shall, as a condition of employment, enroll with Local Union and tender the full and uniform admission fees in effect in the Local Union on or before the thirtieth day (30th) day following the beginning of employment under this Agreement, or the effective date of this Agreement, whichever is later. All **workers** accepted into membership shall, thereafter, maintain their continuous good standing in the Union as a condition of employment by paying regular monthly dues and/or working dues uniformly paid by other members of the same classification in the Union in order to defray the costs of the Collective Bargaining Agreement in accordance with its rules. In the event that a **worker** fails to tender the admission fee or that a member of the Union fails to maintain **their** membership by paying monthly dues and/or additional working dues in accordance with the provisions of this section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual **worker** 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 **worker** 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 **worker** into membership, in which case said **worker** 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 **their** membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph.

In the event that such **worker** fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said **worker** within forty-eight (48) hours after the Union has provided evidence in writing that the Union has notified the employee of their obligations under the collective bargaining agreement and that the employee understands the consequences of their actions.

3.4 When terminating an employee for any reason, the Employer will provide the employee with a completed termination slip on a form to be provided by the parties to this Agreement. Such slip is to show the full name of the employee, classification in which employed, date of termination, reason for termination and whether or not the employee is eligible for rehire. The termination slip should be given to

the employee at the time of termination or will be mailed no later than the next workday after termination to the employee at **their** last known address, with copies to the Local Union.

3.5 The Employer shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership, provided however, all **workers**, 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 work or tree trimming.

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, municipals or government agencies engaged in utility operations.

4.3 Employers from outside the normal labor market area may bring in one (1) journeyman, and such **worker** shall furnish evidence to the Union that **they are** receiving necessary expenses and traveling time.

4.4 The Employer shall not loan or cause to be loaned **workers** in **their** 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 The Employer agrees to deduct regular and normal monthly union dues and/or additional working dues from a member's paycheck in such an amount as shall be requested by the member in writing. Such dues shall be transmitted monthly to the Union office designated by the member. Said authorization for payroll deduction may be revoked by the member during the ten (10) day period preceding the anniversary date of this Agreement.

4.6 No Employer shall directly or indirectly, or by any subterfuge, sublet or contract with any of **their** 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 **their** employees or the employees of any other Employer who is a party to this Agreement.

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 having **their** 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, **Worker'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 **workers** are employed under the terms of this Agreement. The Employer shall be promptly notified in writing of said appointments.

The Steward shall, upon given permission by the Employer's authorized representative, be given sufficient time during regular working hours and furnished transportation to see that this Agreement is observed. The area of **their** 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 prior to layoff, transfer or termination of the Shop Steward.

4.10 The representative of the Union shall be allowed access to any shop or job at any reasonable time where **workers** are employed under the terms of this Agreement, if this access is during normal hours, work shall continue as normal.

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 Trimmers to Foreman as needed, and also, may advance an employee to jobs of a higher classification when the employee's referral slip shows that such is **their** regular classification, provided, no eligible applicant in that classification is available and these will not be considered a "temporary upgrade" as defined herein. The Employer shall notify the Shop Steward during the same workday of such advancements.

Should the Local Union be unable to refer applicants to the Employer for the classification requested, the Employer may, by agreement with the Business Manager or **their** representative, advance **workers** 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 **workers** 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: **workers** in "temporary upgrades" will be laid off prior to the layoff of a Journeyman trimmer qualified in the area of assignment and the twelve (12) day clause will not apply.

4.13 The Local Union is a part of the International Brotherhood of Electrical Workers, and any violation or annulment by an individual Employer of the approved Agreement of this or any other Local Union of the IBEW, other than violations of Paragraph 2 of this Section, will be sufficient cause for the cancellation of **their** Agreement by the Local Union, after a finding has been made by the International President that such violation or annulment has occurred.

The subletting, assigning or transfer by an individual employer of any work in connection with tree trimming work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of **their** 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 violations of Paragraph 2 of this Section shall be considered as a dispute and shall be processed in accordance with the provisions of this Agreement covering the procedure for the handling of grievances of 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.

4.14 The Company shall have the right to exercise customary and regular functions of management, including the right to hire, suspend, discharge, discipline, promote, demote, or transfer employees for just cause. However, the right of the Union to bring a grievance alleging abuse of these rights is recognized.

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

4.15 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 the alleged discriminatory or arbitrary discharge or discipline of an individual employee shall be determined by the procedure set forth in the following Sections.

4.15.1 As the initial step in the adjustment of a grievance, it shall be presented to the Supervisor by the Union Shop Steward or in the absence of a Shop Steward, by an authorized Union Representative (not later than twenty (20) calendar days after the date of the action complained of, or the date the employee became aware of the incident which is the basis of the grievance). The Supervisor shall make **their** reply within eight (8) business days to the authorized person presenting the grievance. The Supervisor 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.

4.15.2 If a grievance is not settled satisfactorily under Section 4.15.1, it shall be presented in writing by the Union to the District Manager within eight (8) business days, following receipt of the Supervisor's reply, setting forth the following:

(a) a statement of the nature of 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 District Manager shall reply in writing within eight (8) business days after the receipt setting forth the Company's position on the grievance. The District Manager 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.

4.15.3 If no satisfactory settlement is arrived at under Section 4.15.2, either party may within twenty-one (21) calendar days, request that the grievance be referred to arbitration.

4.15.4 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 to be appointed by Union, one 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 or the American Arbitration Association 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 be final and binding on Company and Union and the aggrieved employee, if any, provided that such 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. If the employee is on duty, the Company agrees to release such employee from duty so **they** may appear as a witness.

4.15.5 Grievances may be initiated by the parties to this Agreement.

4.15.6 By mutual agreement, all time limitations may be extended.

4.16 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 whose total wages and fringe benefits are less favorable to the employees covered under such an agreement than are the total wages and fringe benefits which are applicable to employees covered under this instant Agreement, Wright Tree Service, Inc., or its successors or assigns may, upon written demand to the Union, bargain in good faith regarding decreasing the total wage and fringe benefits in the instant Agreement to the amount of the total wages and fringe benefits attained in such other Agreement.

4.17 If the Union negotiates with any other employer, doing the same type of work covered by this Agreement in any geographical area covered by this Agreement, a contract whose total wages and fringe benefits are more favorable to the employees than are the total wage and fringe benefits which are applicable to employees covered under the instant Agreement, Wright Tree Service, Inc., or its successors and assigns shall upon written demand by the Union, bargain in good faith regarding increasing the total wages and fringe benefits in the instant Agreement to the amount of the total wages and fringe benefits contained in such other Agreement. All provisions of the collective bargaining agreement in effect between the parties, and any extensions or amendments thereto, shall remain in full force and effect throughout any bargaining pursuant to this Article.

ARTICLE V
HOURS - WAGE PAYMENTS

5.1 Eight (8) hours work between the hours of 8:00 a.m. and 4:30 p.m., with not less than thirty (30) minutes for a 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. and midnight to 12:30 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. It is recognized that the above hours and days may be changed by mutual agreement.

By mutual agreement between the Union and the Employer, or by the direction of the Utility on which the work is to be performed a four (4) day, ten (10) hour schedule may be offered. The hours of work shall be determined at the time of the agreement and the following shall apply.

1) Employees shall be given a minimum of **two (2) working** days notice of the schedule change along with an estimated duration.

2) The basic workweek while on the 10 hour schedule shall be either Monday through Thursday or Tuesday through Friday with regular hours being paid at the straight time rate.

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, by mutual consent of the parties and subject to the following:

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

2) Two (2) fifteen (15) minute rest periods per work day are allowed, but must be taken at the discretion of the crew foreman.

5.1.1 When employees are required to work overtime on storm damage or emergency callout, the following conditions will apply. Meals: maximum meal allowance will be reimbursed at ten dollars ($10.00) for breakfast, 6:30 a.m. to 7:00 a.m.; twelve dollars ($12.00) for lunch, noon to 12:30 p.m.; seventeen dollars ($17.00) for dinner, 6:00 p.m. to 6:30 p.m.; and fifteen dollars ($15.00) for midnight meal, midnight to 12:30 a.m. Meal paid by receipt only. All receipts submitted for reimbursement shall be dated or time stamped for a period that corresponds to the work period and/or shift for which the reimbursement is being claimed. 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. Meal allowances will not be provided where meals are furnished by the Employer or utility customer.

5.2 The minimum rate of wages shall be those set forth in the Wage Schedule.

Classifications may be added by the Employer, provided employees shall be classified and a wage rate established. If wage rates established to any new classification are not acceptable, the Union shall have the right to negotiate that wage rate.

5.3 Wages shall be paid weekly, by direct deposit, into the employee's designated account, or as stated below, not later than quitting time on Friday, and not more than five (5) regular workdays' wages may be withheld at any one (1) time. Employees who have chosen not to participate in direct deposit may continue to receive their pay via check along with a paper check stub through the U.S. Postal Service to a designated address. When the employee gives two (2) regular workdays' (48 hours) notice in writing before quitting **their** job, **they** shall receive **their** pay in full, except any unscheduled overtime which shall be mailed to **their** last known address no later than Friday of the next workweek. If no notice is given, **their** check in full will be mailed no later than Friday of the next workweek to **their** last known address.

Should the Employer, for any reason under **their** control, fail to pay into the employee's direct deposit account, Comcheck ecash card account, (or have a check available) by quitting time on Friday or in the case of their check being sent to their home address by Tuesday of the following week, the employee shall notify the General Foreman by noon of the next workday. If the employer does not correct the error by the end of that workday, the following shall apply: the Employee(s) involved shall be entitled to receive for each 24 hour period or fraction thereof, thereafter, until checks are available at job headquarters:

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.

It shall be considered a willful act on the part of the Employer if an employee, who has been terminated and ceases work outside of Employer's office business hours, his/her check has not been mailed by noon of the next day to their last known address, or Local Union address, as indicated in writing by the member.

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.

Each employee, during **their** first week of employment, shall be entitled to one (1) draw not to exceed fifty percent (50%) of **their** accumulated earnings. The draw shall be given to the employee not later than forty-eight (48) hours following the request, or mailed to the job within twenty-four (24) hours, Saturdays, Sundays and holidays excepted. Employees who utilize the draw must sign appropriate company paperwork for the amount prior to receiving the draw.

When apprentices or trainees are transferred by the Apprenticeship Committee from one Employer to another with at least forty-eight (48) hours' notice to the Employer, they shall be paid in full on the last day worked prior to transfer.

5.4 Any **employee** reporting for work at starting time in the morning and being terminated before noon, not having been notified the day previous, shall be paid for four (4) hours wages; if terminated any time after noon, **they** shall be entitled to eight (8) hours pay. If an employee is terminated for cause, only the actual hours worked shall be paid. If **an employee's** tools and belongings are not available to **them** at headquarters when **they are** terminated, **they** shall be paid only that time required to gather these items but not to exceed four (4) hours.

5.5 **Employees** ordered to report for work when weather conditions are such that they cannot work, BY DECISION OF THE EMPLOYER OR EMPLOYEE shall receive one (1) hours pay at the applicable rate. When **employees** report to work without previous orders to the contrary, except as stated above, and are not put to work, 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.

During periods of declared emergency, work performed for an operating utility company in conjunction with 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 overtime rate. In the following exceptions overtime will be paid during the normal workday:

(a) When the customer who declared the emergency authorizes the employer in writing to pay the overtime rate during the regular workday.

On Holidays that are not listed in the schedule above but are observed by the Utility Company on whose property the Employer is working, the Employer may offer the employees work. Such days worked will be on a voluntary basis and with at least two days' notice, paid at the straight time rate of pay unless paragraph two (2) of this section is applicable.

5.8 A minimum of two (2) hours overtime pay, beginning at the time of the call (reasonable time for driving shall be compensable), 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 **their** regular shift, or continues after **their** regular shift.

When an employee reports for overtime work and works six (6) hours or more outside **their** regular shift hours, **they** shall receive a minimum eight (8) hours rest before **their** 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.

5.9 All employees covered by this Agreement shall be entitled to time off without pay each year, providing the employee gives two (2) weeks advance notice to the Employer.

Effective **January 1, 2024**, the parties have agreed to waive the sick leave benefits as **provided for under California law**.

During the term of this Agreement, if any city, county or political subdivision of the State of California enacts a statute, ordinance, rule, law or regulation mandating paid sick leave within its jurisdiction, which includes the option for a Union agreement waiving such mandated paid sick leave, both parties agree to waive, up to **forty (40)** hours of such paid sick leave annually.

Effective **January 1, 2024** and on January 1 each year, thereafter, the Employer agrees to provide for each employee, working in the State of California, counties of Del Norte, Siskiyou and Modoc, **forty (40)** hours of Paid Time Off (PTO) to be available for use by the employee, as Holiday pay, as Vacation pay (upon approval of their direct supervisor), or as Sick Leave (in accordance with applicable regulations). At the time of termination of employment all remaining PTO hours will be included in the employee's final

paycheck. Each year in the last week of December all remaining PTO hours will be included in the employee's final pay check for the year.

New employees will be eligible for twenty-four (24) hours of PTO upon completion of ninety (90) **calendar** days of **employment. Upon completion of one hundred and eighty (180) calendar days of employment, employees will be eligible for an additional sixteen (16) hours of PTO. Under no circumstances shall an employee receive more than forty (40) hours of PTO within a calendar year**.

5.10 NEBF: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 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 that 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 **their** agreement terminated upon seventy-two hours notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this labor agreement.

5.11 Effective January 1, **2024** the Company agrees to pay the LINECO required contributions of **$7.25** per hour worked.

Effective January 1, **2025**, or at any time as needed during the **2025** year the Company will increase the LINECO contribution by $0.25 if needed.

Effective January 1, **2026**, or at any time as needed during the **2026** year the Company will increase the LINECO contribution by $0.25 if needed. If it is not needed the Company will increase the NEAP contribution by $0.25 per hour for all classifications.

Additional NEAP contributions, as specified above, shall be made beginning January 1 of each year, if additional LINECO contributions are needed in that year they shall be diverted from NEAP contributions.

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 Health and Welfare Fund may determine, and to provide funds for the

organization and administration expenses of the Health and Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Health and Welfare Fund may determine this protection is advisable.

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 & 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 & Welfare Fund as provided in this Agreement, no later than the fifteenth (15th) day following the end of each calendar month, **they** 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.

If the cost of LINECO increases, above the rates agreed to above, through the term of this Agreement, the increased cost will be diverted from the NEAP contribution.

5.12 Upon recommendation of the Trustees of the Line Construction Benefit Fund the contribution to the Fund may be increased by the jointly signing of an amendment by a corresponding deduction from the employees' wages after sixty (60) days' notice is given to Management prior to any scheduled wage adjustment.

5.13 CREDIT UNION DEDUCTIONS: All Employers subject to the terms of this Agreement shall, upon request of the employee, deduct and remit a minimum of fifty cents ($.50) per hour to the Qualstar Credit Union. Such monies deducted from employees' paychecks shall be deposited in the name of the individual employee.

An employee may only be allowed to accept or reject this deduction every ninety (90) days.

The "savings" payment and the payroll report shall be mailed to reach the depository not later than fifteen (15) calendar days following the end of each calendar month.

5.14 The failure of an individual Employer to remit to the employee's "savings" account after proper notification by the employee, as provided in this Article, shall constitute a breach of this labor Agreement.

5.15 The current approved Outside Area Training Agreement between the Company and the several IBEW Local Unions shall govern all matters of apprenticeship and the financing thereof. Apprentice's wages and the ratio of apprentices to journeymen are specified in the Area Training Agreement. All matters relating to training shall be in accordance with Section 2.19.

5.16 Each Employer employing **workers** shall contribute a sum for each hour worked to the National Electrical Annuity Plan beginning January 1 of each year in accordance with the following schedule and the terms and conditions as noted in Article V, Section 5.11 above.

California NEAP Schedule				
Classifications	**1/1/2024**	**9/1/2024**	**12/29/2024**	**12/28/2025**
Foreman with Herbicide	$ 6.00	**TBD**	**TBD**	**TBD**
Foreman without Herbicide	$ 6.00	**TBD**	**TBD**	**TBD**
Tr Equip Oper	$ 4.90	**TBD**	**TBD**	**TBD**
Sp Frmn	$ 4.90	**TBD**	**TBD**	**TBD**
Chp Crw Frmn	$ 4.90	**TBD**	**TBD**	**TBD**
Jrnymn Tr Tr	$ 5.75	**TBD**	**TBD**	**TBD**
Aptc Tr Tr				
1st 75% Jrny rate	$ 3.75	**TBD**	**TBD**	**TBD**
2nd 80% Jrny rate	$ 3.80	**TBD**	**TBD**	**TBD**
3rd 85% Jrny rate	$ 3.84	**TBD**	**TBD**	**TBD**
4th 90% Jrny rate	$ 3.92	**TBD**	**TBD**	**TBD**
Inspector	$ 3.25	**$ 3.65**	**$ 3.65**	**$ 3.85**
Forest Tech				
I	$ 3.25	**$ 3.65**	**$ 3.65**	**$ 3.85**
II	$ 3.28	**$ 3.65**	**$ 3.65**	**$ 3.85**
III	$ 3.37	**$ 3.65**	**$ 3.65**	**$ 3.85**
IV	$ 3.40	**$ 3.65**	**$ 3.65**	**$ 3.85**
V	$ 6.00	**TBD**	**TBD**	**TBD**
Pole Clrer				
I	$ 3.32	**$ 3.65**	**$ 3.65**	**$ 3.85**
II	$ 3.37	**$ 3.65**	**$ 3.65**	**$ 3.85**
III	$ 3.40	**$ 3.65**	**$ 3.65**	**$ 3.85**
Grandfathered	$ 4.26	**$ 4.51**	**$ 4.51**	**$ 4.51**
Grndmn				
1st Year	$ 3.25	**$ 3.65**	**$ 3.65**	**$ 3.85**
2nd Year	$ 3.32	**$ 3.65**	**$ 3.65**	**$ 3.85**
Flagger				
1st Year	$ 3.22	**$ 3.65**	**$ 3.65**	**$ 3.85**
2nd Year	$ 3.22	**$ 3.65**	**$ 3.65**	**$ 3.85**
Administrative Support Services	$3.60	**$3.65**	**$3.65**	**$3.85**

Oregon NEAP Schedule				
Classifications	**1/1/2024**	**9/1/2024**	**12/29/2024**	**12/28/2025**
Foreman	$ 6.00	**$ 6.50**	**$ 6.75**	**$ 6.75**
Tr Equip Oper	$ 4.90	**$ 5.40**	**$ 5.50**	**$ 5.60**
Sp Frmn	$ 4.90	**$ 5.40**	**$ 5.50**	**$ 5.60**
Chp Crw Frmn	$ 4.90	**$ 5.40**	**$ 5.50**	**$ 5.60**
Jrnymn Tr Tr	$ 5.75	**$ 6.25**	**$ 6.50**	**$ 6.75**
Aptc Tr Tr				
1st 75% Jrny rate	$ 3.75	**$ 4.25**	**$ 4.50**	**$ 4.60**
2nd 80% Jrny rate	$ 3.80	**$ 4.30**	**$ 4.50**	**$ 4.60**
3rd 85% Jrny rate	$ 3.84	**$ 4.34**	**$ 4.50**	**$ 4.60**
4th 90% Jrny rate	$ 3.92	**$ 4.42**	**$ 4.50**	**$ 4.60**
Inspector	$ 3.25	**$ 3.65**	**$ 3.65**	**$ 3.85**
Forest Tech				
I	$ 3.25	**$ 3.65**	**$ 3.65**	**$ 3.85**
II	$ 3.28	**$ 3.65**	**$ 3.65**	**$ 3.85**
III	$ 3.37	**$ 3.65**	**$ 3.65**	**$ 3.85**
IV	$ 3.40	**$ 3.65**	**$ 3.65**	**$ 3.85**
V	$ 6.00	**$ 6.50**	**$ 6.75**	**$ 6.75**
Pole Clrer				
I	$ 3.32	**$ 3.65**	**$ 3.65**	**$ 3.85**
II	$ 3.37	**$ 3.65**	**$ 3.65**	**$ 3.85**
III	$ 3.40	**$ 3.65**	**$ 3.65**	**$ 3.85**
Grandfathered	$ 4.26	**$ 4.51**	**$ 4.51**	**$ 4.51**
Grndmn				
1st Year	$ 3.25	**$ 3.65**	**$ 3.65**	**$ 3.85**
2nd Year	$ 3.32	**$ 3.65**	**$ 3.65**	**$ 3.85**
Flagger				
1st Year	$ 3.22	**$ 3.65**	**$ 3.65**	**$ 3.85**
2nd Year	$ 3.22	**$ 3.65**	**$ 3.65**	**$ 3.85**
Administrative Support Services	$3.60	**$3.65**	**$3.65**	**$3.85**

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 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.

5.17 Any Employer delinquent with any monthly payroll report (MPR-19) for more than fifteen (15) 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 fifty thousand dollars ($50,000.00) and shall have a term of twelve (12) months.

5.18 NATIONAL ELECTRICAL 401(k) PLAN: It is agreed that the individual Employer, in accord with the National Electrical 401(k) Plan Agreement and Trust ("Agreement and Trust") as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers, as amended, will participate in the National Electrical 401(k) Plan ("NEFP").

The individual Employer recognizes that applicable rules require contributions to be transmitted to a 401(k) plan as soon as they can reasonably be segregated from the general assets of the employer. The Trustees of the NEFP strongly encourage all contributing employers to regularly remit to the NEFP or its designee any and all bargaining unit employee elective deferrals within seven business days of the date when the Employer receives or withholds such employee elective deferrals. However, in recognition that some employers may be unable reasonably to segregate participant contributions from their general assets more frequently than the standard monthly processing cycle for participant contributions to pension plans, as noted in U.S. Department of Labor Field Assistance Bulletin 2003-2, all contributions must be remitted by the fifteenth (15th) of the month following the month in which the amounts would otherwise have been payable to the participant. In all events, contributions not remitted by this date shall constitute a debt due and owing to the NEFP. In making such contributions, the individual Employer shall utilize the NEFP's electronic remittance system. Further, in agreeing to participate in the NEFP, the individual Employer agrees to cooperate with the NEFP by submitting all reasonably requested documents and information necessary for the NEFP to perform all required testing of the NEFP under the tax laws.

The Chapter and/or the individual Employer, as the case may be, and the Local Union certify that no existing defined benefit plan was terminated or modified in any manner solely as a condition upon or as a result of the adoption of the NEFP. This provision does not interfere with the rights and obligations of such local plan(s)' trustees to make changes to the plan(s) pursuant to the needs of the plan(s), their fiduciary duty, and the requirements of ERISA, the Pension Protection Act, or other laws and regulations.

Inasmuch as the NEFP is intended to offer bargaining unit employees the opportunity to defer current salary into a retirement savings plan and not to replace any existing employer-funded defined benefit plan, no employer contributions will be required or accepted on behalf of individuals for hours worked under the terms of this agreement.

The individual Employer hereby accepts, and agrees to be bound by, the Agreement and Trust. An individual Employer who fails to remit employee elective deferrals as provided above shall be subject, in addition to all remedies afforded by law or in the Agreement and Trust, to having its participating in the NEFP suspended or terminated at the discretion of the Trustees of the NEFP upon written notice to the individual Employer. 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 Agreement and Trust also constitute a breach of **their** labor agreement.

5:19 Administrative Maintenance Fund: The Employer shall contribute, zero-point zero five percent (0.05%) of their gross monthly payroll, for each employee covered by this Agreement, payable to the Administrative Maintenance Fund. The monies are for the purpose of administration of all benefit funds pursuant to this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement not later than 15 calendar days following the end of each calendar month for each hour worked in the weekly pay periods ending in the preceding month. This fund shall be administered solely by the Northwest Line Constructors Chapter and will not be used to the detriment of the Employer or the IBEW or its Local Unions. Enforcement for delinquent payments to this fund shall be the sole responsibility of the fund.

ARTICLE VI
SAFETY AND WORKING RULES

6.1 A qualified Journeyman Tree Trimmer shall be in charge of a tree trimming crew. An aerial lift or bucket truck crew, shall consist of not less than two (2) Journeymen equipped with one lift truck, with an insulated bucket, towing a chipper and necessary hand tools and lines.

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

(b) On a two (2) **person** crew, if a second Journeyman is not available a second (2nd) step or higher Apprentice may take the place of that Journeyman until such time as a Journeyman becomes available. The Apprentice shall be paid at their current step rate.

The Company agrees to notify the Union when they are implementing the terms of paragraph (b) of this section.

(c) A climbing crew shall consist of not less than three (3) **persons**, two (2) of whom shall be Journeyman Tree Trimmers of which one (1) is designated Foreman.

(d) On a climbing crew, if a second Journeyman is not available, an Apprentice may take the place of that Journeyman until a Journeyman becomes available. Apprentices utilized on a climbing crew in place of a Journeyman shall be paid at their step rate.

(e) If additional help is needed, the work that can only be done safely shall be performed **and the Foreman shall contact management to request additional consultation and direction**.

(f) If a Foreperson is required to supervise more than four (4) employees they will be designated as non-working and will concentrate their efforts to directing the crew. At no time will a Foreperson be required to direct more than six (6) employees. On an aerial lift crew persons engaged in flagging shall not be counted for nonworking designation.

6.2 The Chipper shall be within visual contact with the remainder of the crew when Chipper is in operation.

6.3 Tree Trimmer Trainees during the first six (6) months shall not be employed in locations where there is danger of them coming in contact with primary energized lines.

6.4 Tree Trimmer Trainees will normally be assigned to work with a Tree Trimmer. Tree Trimmer Trainees will be under the direction of the Area Training Committee.

6.5 After Tree Trimmer Trainees have attained the second six-month pay grade, advancement of Tree Trimmer Trainees 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.

6.6 Tree Trimmer Trainees will not be used to replace a Tree Trimmer when available.

6.7 The Brush Sprayer Crew Foreman handles chemicals for use on right-of-ways, shall be licensed appropriately and shall receive Brush Spray Foreman pay.

The Chip Crew Foreman must be able to drive a dump and chipper, will be in charge of ground personnel doing clean-up work, may need to handle chemicals for use on right-of-ways, shall be licensed appropriately and shall be paid according to the wage schedule.

A qualified Journeyman Tree Trimmer shall be in charge of chip crew, when one is available.

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

6.9 The Safe Work Practices that are in effect on a utility company property, which are more stringent than those in this Agreement, shall apply to work which is performed on that property under the terms of this Agreement. However, these same Safe Work Practices shall not alter the crew structure or crew size as prescribed by the terms of this Agreement.

6.10 No **worker** shall be required to work around energized lines exceeding five thousand (5,000) volts unless it is done by qualified linemen or tree trimmers using approved tools of the "Hot Stick" variety.

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

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

6.13 It is recognized that when the Utility Company requires a certified applicator on a crew the Union will make every effort to accommodate the request. The Company agrees to reimburse employees for the cost of the required commercial applicator or trainee licenses and renewal fees.

The Company is responsible for all actions of the Crew Foreman, when applying chemicals in accordance with manufacturer's specifications.

The Company agrees to pay a stipend, equivalent to eight (8) hours of the employees' straight time rate of pay, rates in effect at the time of the course, per calendar year for any employee that can document attendance at Union sponsored continuing education courses necessary to maintain the Pesticide Applicator License. Courses shall be offered by IBEW Local 659 or the Joint Apprenticeship and Training Committee of the NW Line Construction Industry when such time is not already paid by the company.

6.14 All drivers will be licensed in accordance with state and federal guidelines for the size vehicle driven.

6.15 Crew members shall have a valid first-aid/CPR card and a certified "flaggers" card. The Company will send notices to all employees 60 days prior to the expiration date of first-aid/CPR Certification.

6.16 The Union recognizes the need for the Company to maintain a drug free work place and the attached “Memorandum of Understanding” “Last Chance Agreement” and “Return to Work Policy” and will work toward that end. Drug screening will be implemented as per current Company policies as are in effect on January 1, 2007.

ARTICLE VII
HEADQUARTERS

7.1 PRE-JOB CONFERENCES (not pre-bid conferences). Prior to the start of any job, a Pre-job Conference shall be held with the Local Union having jurisdiction. 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 towns to be designated as Job Headquarters and locations to be agreed upon as Reporting 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.

7.2 PERMANENT HEADQUARTERS shall be the Employer's established place of business and shall be known as the Employer's Shop.

7.3 JOB HEADQUARTERS shall mean any location within the area of this Agreement which may be designated by the Employer as headquarters for any job. It shall be at a place where accommodations are sufficient within a twelve (12) mile radius from such Job Headquarters to provide suitable board and lodging for all **employees** reporting to such Job Headquarters.

7.4 REPORTING HEADQUARTERS (other than Permanent Headquarters or Job Headquarters) may be established by Pre-job Conference at any agreed upon place where living facilities are not sufficient to accommodate all members of the crew reporting to this headquarters.

(a) All **employees** working out of a reporting headquarters shall be reimbursed for travel time at the rate of one dollar ($1.00) per mile one way. Reimbursements for travel shall be computed on the distance one way from the center of a city or town qualified to be a job headquarters to reporting headquarters where **employees** will report at the beginning of the workday.

(b) The Pre-job Conference shall determine when and where the reimbursement for mileage shall apply and shall determine the distance involved.

7.5 PERMANENT and JOB HEADQUARTERS

(a) **Employees** shall receive no allowance for either board and lodging, or travel time when working out of the Employer's Permanent Headquarters.

(b) **Employees** shall receive no reimbursement for travel time when working out of a Job Headquarters. No allowance for daily board and lodging shall be paid unless the **employee** is employed less than twelve (12) calendar days as hereinafter provided.

(c) Any **employee** who reports to a Job Headquarters either by transfer or initial employment and is either terminated or transferred to another Job Headquarters shall not be entitled to a daily board and lodging allowance unless the duration of **their** employment at such Job Headquarters is less than twelve (12) calendar days, nor shall **they** be entitled to the allowance if **they voluntarily quit or are** discharged for cause.

Any **employee** who is referred for initial employment to a Job Headquarters which has existed or will exist for more than twelve (12) calendar days, and who has been advised **their** initial employment at that Job Headquarters may be completed in less than twelve (12) calendar days, shall not be entitled to board and lodging allowance.

7.6 At least three (3) regular workdays' notice shall be given for a transfer from Permanent Headquarters to Job Headquarters or from one Job Headquarters to another, except that only one (1) day's notice is required of assignment to a Job Headquarters of less than twelve (12) days' duration, in which case expenses shall be paid. Note the Letter of Agreement excluding Flaggers from the 3-day rule.

7.7 If camp accommodations are provided, in lieu of established accommodations, board and lodging will be furnished by the Employer at a cost to the employee not to exceed two dollars and fifty cents ($2.50) per day.

7.8 Board and lodging at eighty dollars ($80.00) shall be paid by the Employer for all employees working out of temporary headquarters for a period of less than twelve (12) calendar days.

Maximum of one (1) board and lodging payment per employee per day.

(a) Exceptions to the provisions of this Article, as are stated above, shall be as follows: All employees working in the areas of Lincoln City, Lakeview, Beatty or Lake of the Woods, Oregon or Alturas, Cedarville or Happy Camp, California shall receive per-diem (daily allowance) of $80.00 when job headquarters are located in those areas. While receiving per-diem and working in those areas the provisions for notification to move headquarters shall be waived and the Employer shall have the right to institute a four (4) day, ten (10) hour work schedule.

(b) Employees required to work outside their home district will be paid daily per diem of eighty dollars ($80.00) per day worked. For crews working out of Medford or Grants Pass districts, travel distance must exceed 50 road miles from their home service center. For distances that exceed 100 road miles, lodging will also be provided by the Employer.

7.9 When ferry and/or toll bridge crossings occur between Job Headquarters and Reporting Headquarters and from Reporting Headquarters to Job Headquarters, the Employer shall reimburse each

employee for all such fares and/or tolls upon receipt. Reimbursement is not to exceed the face value of the ticket.

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

7.11 Headquarters where **employees** report for work shall have facilities as itemized below and shall be located adjacent to a hard packed road; well maintained substation access roads are accepted.

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. Paved or Graveled Parking facilities for employees' vehicles.
5. Flaggers can drive employer's pickups to work site and to setup work zones. Flaggers with CDL can move equipment between Headquarters.

7.12 Any Foreman or Journeyman obtaining and maintaining an International Society of Arboriculture Arborist certification shall receive a $0.10 per hour wage increase.

7.13 As of January 1, 2007, all Flagger/Brush Handlers with at least 6 months of employment will receive 2nd year wages.

7.14 Spray Crew Foreman handles chemicals for use on right-of-way and shall receive Spray Foreman rate of pay.

7.15 Employees working as Chipper Operator in the industry for three (3) years prior to February 1, 1985, shall receive not less than 3rd 6-months pay grade.

7.16 The Employer will contribute one and one-half percent (1 ½%) of the gross monthly payroll to fund the Training Trust. All matters of training under this Agreement will be pursuant to Article 2:19.

7.17 It is understood that the Groundman will not climb or use aerial equipment.

7.18 The Flagger/Brush Handler's job, primarily, is to flag traffic and is only to be used as a brush handler, intermittently, between flagging duties. Flagger/Brush Handler's will not be used as the third person when climbing is necessary (unless such Flagger/Brush Handler has completed Groundman qualifications and shall be paid Groundman rate when performing in that capacity).

7.19 In Addition to the wages, terms and conditions stated above the Employer shall provide a Safety Incentive under the terms and conditions as are laid out in the Addendum below that is a part of this Agreement.

7.20 California Pole Clearer I, II, III and Grandfathered.

The area of assignment for persons filling this classification shall be limited to the IBEW Local Union # 659 jurisdiction in the State of California on PacifiCorp property.

The job duties of persons in these classifications shall include the clearing of brush and other identified debris in a specified area around identified electric utility facilities. They may also be required to apply approved herbicides to the cleared areas as directed by their Supervisor. There may be other duties assigned for which they are qualified and that do not conflict with the duties of higher classifications. In no case shall these employees perform the duties of a Line Clearance Tree Trimmer.

Pole Clearer I shall be working alone and may be responsible for tracking their own time and other documentation as is required by the company. They shall remain at this step for the first six (6) months of employment and then will be moved to the Pole Clearer II classification below and pay rate listed in the Wage Schedule below.

Pole Clearer II shall have the same duties and responsibilities of Pole Clearer I as are stated above and pay rate as listed in the Wage Schedule below.

Pole Clearer III shall be responsible for all duties of Pole Clearer I and II listed above but will be paid the higher rate listed in the Wage Schedule below when working on crews of at least two (2) and not more than three (3) employees, including themselves. On crews of two (2) or three (3) employees there shall be one employee assigned as Pole Clearer III.

The terms stated above shall only affect employees hired after October 2, 2007. All persons employed in a Pole Clearing capacity before October 2, 2007 shall have their wages and benefits grandfathered at the rate listed in the Wage Schedule below. If there is a reduction in the number of employees performing pole clearing, those in the lower paid non-grandfathered Classification shall be laid off first. Grandfathered Pole Clearers that voluntarily choose to move to another position in the Bargaining Unit shall not be eligible for the Grandfathered pay rate should they voluntarily choose to move back to a Pole Clearer position. If those employees are assigned by the Company to move back to a Pole clearing position they shall be paid at the Grandfathered rate.

WAGE SCHEDULE

The following rates are a minimum:

California Wage Schedule				
	1/1/2023	**1/1/2024**	**12/29/2024**	**12/28/2025**
Classifications		**4.45%**	**6.75%**	**6.75%**
Foreman With CDL & Herbicide	$42.94	**TBD**	**TBD**	**TBD**
Foreman Without CDL & Herbicide	$41.60	**TBD**	**TBD**	**TBD**
Tr Equip Operator	$40.26	**TBD**	**TBD**	**TBD**
Spray Foreman	$39.30	**TBD**	**TBD**	**TBD**
Chip Crew Foreman	$39.30	**TBD**	**TBD**	**TBD**
Journeyman TT	$38.34	**TBD**	**TBD**	**TBD**
Apprentice Tree Trimmer				
1st Step 75% Journeyman Rate	$28.76	**TBD**	**TBD**	**TBD**
2nd Step 80% Journeyman Rate	$30.67	**TBD**	**TBD**	**TBD**
3rd Step 85% Journeyman Rate	$32.59	**TBD**	**TBD**	**TBD**
4th Step 90% Journeyman Rate	$34.51	**TBD**	**TBD**	**TBD**
Inspector	$21.51	**$22.47**	**$23.99**	**$25.61**
Forest Tech				
I	$21.51	**$22.47**	**$23.99**	**$25.61**
II	$24.80	**$25.90**	**$27.65**	**$29.52**
III	$28.74	**$30.02**	**$32.05**	**$34.21**
IV	$33.70	**$35.20**	**$37.58**	**$40.12**
V	$41.60	**TBD**	**TBD**	**TBD**
Pole Clearer				
I	$24.97	**$26.08**	**$27.84**	**$29.72**
II	$28.74	**$30.02**	**$32.05**	**$34.21**
III	$29.14	**$30.44**	**$32.49**	**$34.68**
Grandfathered	$35.45	**$37.03**	**$39.53**	**$42.20**
Groundman				
1st year	$21.49	**$22.45**	**$23.97**	**$25.59**
2nd year	$24.97	**$26.08**	**$27.84**	**$29.72**
Flagger				
1st year	$17.69	**$18.48**	**$19.73**	**$21.06**
2nd year	$19.23	**$20.09**	**$21.45**	**$22.90**
Administrative Support Services	$26.76	**$27.95**	**$29.84**	**$31.85**

Oregon Wage Schedule				
	1/1/2023	**1/1/2024**	**12/29/2024**	**12/28/2025**
Classifications		**4.45%**	**6.75%**	**6.75%**
Foreman With CDL & Herbicide		**$42.83**	**$46.63**	**$49.78**
Foreman Without CDL & Herbicide	$41.01	**$42.83**	**$45.72**	**$48.81**
Tr Equip Operator	$38.96	**$40.69**	**$43.44**	**$46.37**
Spray Foreman	$37.14	**$38.79**	**$41.41**	**$44.21**
Chip Crew Foreman	$37.14	**$38.79**	**$41.41**	**$44.21**
Journeyman TT With CDL & Herbicide		**$37.03**	**$40.32**	**$43.04**
Journeyman TT Without CDL & Herbicide	$35.45	**$37.03**	**$39.53**	**$42.20**
Apprentice Tree Trimmer				
1st Step 75% Journeyman Rate	$26.59	**$27.77**	**$29.65**	**$31.65**
2nd Step 80% Journeyman Rate	$28.36	**$29.62**	**$31.62**	**$33.76**
3rd Step 85% Journeyman Rate	$30.13	**$31.47**	**$33.60**	**$35.87**
4th Step 90% Journeyman Rate	$31.91	**$33.33**	**$35.58**	**$37.98**
Inspector	$21.51	**$22.47**	**$23.99**	**$25.61**
Forest Tech				
I	$21.51	**$22.47**	**$23.99**	**$25.61**
II	$24.80	**$25.90**	**$27.65**	**$29.52**
III	$28.74	**$30.02**	**$32.05**	**$34.21**
IV	$33.70	**$35.20**	**$37.58**	**$40.12**
V	$41.01	**$42.83**	**$45.72**	**$48.81**
Pole Clearer				
I	$24.97	**$26.08**	**$27.84**	**$29.72**
II	$28.74	**$30.02**	**$32.05**	**$34.21**
III	$29.14	**$30.44**	**$32.49**	**$34.68**
Grandfathered	$35.45	**$37.03**	**$39.53**	**$42.20**
Groundman				
1st year	$21.49	**$22.45**	**$23.97**	**$25.59**
2nd year	$24.97	**$26.08**	**$27.84**	**$29.72**
Flagger				
1st year	$17.69	**$18.48**	**$19.73**	**$21.06**
2nd year	$19.23	**$20.09**	**$21.45**	**$22.90**
Administrative Support Services	$26.76	**$27.95**	**$29.84**	**$31.85**

- **Effective December 29, 2024, Journeyman and Foreman with Pesticide and CDL will receive a 2% increase in wages as indicated in the wage schedule above. In the event they fail to maintain either license, their wages will be reduced to the wages as listed.**

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 this Agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation, the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

This Agreement shall apply to all firms signing a Letter of Assent.

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

SIGNED FOR THE EMPLOYER

WRIGHT TREE SERVICE, INC.

BY: _____
Wayne Gregory
Vice President, Labor Relations

DATE: 10/25/24

SIGNED FOR THE UNION

LOCAL UNION NO. 659,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY: _____
Nick Carpenter
Business Manager

DATE: 10/24/2024

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
October 29, 2024
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.

MEMORANDUM OF UNDERSTANDING

The drug and alcohol policy of Wright Tree Service, Inc. requires a substance abuse testing program.

NAME _____ EMPLOYEE NUMBER_____
OCCUPATION_____
SOCIAL SECURITY NUMBER_____
HOME ADDRESS _____

PURPOSE

To encourage a drug-free work place for Wright Tree Service, Inc. employees by testing all prospective and current employees and to comply with federal mandates on pre-employment and random drug testing. The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the union reserves the right to negotiate regarding the terms of the employer's policy or changes to the policy, before the policy is implemented by the employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

AS AN APPLICANT OR EMPLOYEE

I hereby consent and agree to give specimens of my urine to a local qualified clinic, or to a representative of Wright Tree Service, Inc., trained to properly collect specimens in a field testing kit, whichever is appropriate. These specimens shall be used to detect the presence of alcohol, marijuana, and/or other drugs in my body. I further consent and agree the results will be furnished to the Company. The testing facility and the Company may inform the Union hiring hall which referred me of my pass/fail results. Results of all tests will be provided to me upon written request.

IF APPROVED FOR EMPLOYMENT OR PRESENTLY EMPLOYED

In the event I am involved in a work-related accident or incident or the Company has reasonable suspicion of a substance or alcohol abuse problem involving me, I hereby consent and agree to give specimens of my urine to a local qualified clinic or to a representative of Wright Tree Service, Inc. trained to properly collect specimens in a field testing kit, whichever is appropriate. I agree the testing facility is authorized to release the results of the test to the Company designated representative. Blood will be tested in the case of severe injury only when required for medical treatment. Random drug tests of DOT qualified employees will be in accordance with DOT policies. 50% of Non-DOT qualified personnel will be subject to random drug tests annually.

WRIGHT TREE SERVICE, INC.

LAST CHANCE AGREEMENT

1. I, _____ , having failed to comply with Company Drug and Alcohol policy in the past and as a condition of continued employment, agree to adhere strictly to all terms specified below. I understand that failure to follow these conditions will result in termination of my employment.

2. I understand that Wright Tree Service, Inc. reserves the right to maintain a Drug Free environment for the Safety and Well Being of their employees as well as their Customers. Therefore I agree to abstain from any substance abuse as prohibited by DOT regulations.

3. I agree that I will be referred, at my own expense, to a local substance abuse professional and will abide by the course of treatment recommended by their staff. I understand that I will not be eligible to return to work until the initial assessment has been completed and I have provided the Company with a controlled substance test result that is negative. I agree that I will be subject to random blood and/or urine testing, at my own expense, as determined by the Company (maximum employee pay-one per month for one year). If I initiated treatment prior to my positive drug test, Wright Tree Service, Inc. will Pay for All Random Drug Testing.

4. I agree that a violation of the Company's Drug and Alcohol Policy, or this Agreement, at any time in the future will result in the termination of my employment with NO eligibility for rehire.

Employee signature & number _____ Date _____

Supervisor signature & number _____ Date_____

Witnessed by _____ Date _____

RETURN TO WORK

Any employee who is terminated for a positive drug test will not be eligible for rehire until:

1. **They have** successfully completed assessment in a licensed drug rehabilitation center.
2. **They are** complying with the ongoing requirements of the drug rehabilitation program.
3. Employee will comply with the terms of the attached last chance agreement.

My signature below acknowledges that I have read and understand the foregoing statements and the consent given herein. Positive results on this testing will be cause for disciplinary action up to and including termination.

Applicant/Employee _____ Date _____

Witness _____ Date _____

ADDENDUM

Labor Management Committee

IBEW Local 659 and Wright Tree Service, Inc. shall meet on a regular basis as defined in the Labor-Management Charter. The purpose of the Labor-Management Committee is to improve communication and understanding and to address and where possible resolve issues that come up regarding the Collective Bargaining Agreement.

SIGNED FOR THE EMPLOYER

WRIGHT TREE SERVICE, INC.

BY: _____
Wayne Gregory
Vice President, Labor Relations

DATE: _____

SIGNED FOR THE UNION

LOCAL UNION NO. 659,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY: _____
Nick Carpenter
Business Manager

DATE: _____