

LINE CLEARANCE TREE TRIMMING  
AGREEMENT

BETWEEN

IBEW LOCAL #193

&

ASPLUNDH TREE EXPERT LLC.

3/1/2022 – 2/28/2023

**ASPLUNDH TREE EXPERT LLC.  
AND  
LOCAL UNION 193, I.B.E.W.**

**LINE CLEARANCE AGREEMENT**

**TABLE OF CONTENTS**

<b>DEFINITIONS - PURPOSE.....</b>	<b>1</b>
<b>ARTICLE I - Basic Principals.....</b>	<b>1</b>
Section 1.01 - Statement.....	1
Section 1.02 - Illegal Provisions.....	1
Section 1.03 - Non-Discrimination.....	1
<b>ARTICLE II - EFFECTIVE DATE - CHANGES - GRIEVANCES - DISPUTES.....</b>	<b>2</b>
Section 2.01 - Effective Date.....	2
Section 2.02 - Termination Or Change.....	2
Section 2.03 - Amend By Mutual Consent.....	2
Section 2.04 - Work Stoppage - Lockout.....	2
Section 2.05 - Grievances.....	2
<b>ARTICLE III - REFERRAL PROCEDURE.....</b>	<b>4</b>
Section 3.01 - General.....	4
Section 3.02 - Source.....	4
Section 3.03 - Rejection.....	4
Section 3.04 - Union Membership Discrimination.....	4
Section 3.05 - Group Register.....	4
Section 3.06 - Line Clearance Trimmer.....	4
Section 3.07 - Line Clearance Groundman.....	5
Section 3.08 - Temporary Employees.....	5
Section 3.09 - Labor Market.....	5
Section 3.10 - Resident.....	6
Section 3.11 - Registration.....	6
Section 3.12 - Re-Registration.....	6
Section 3.13 - Method of Referral.....	6
Section 3.14 - Exceptions.....	7

Section 3.15 - Posting Copy of Referral Procedure..... 7

Section 3.16 - Inspection of Referral Records..... 7

Section 3.17 - Reverse Layoff..... 7

Section 3.18 - Non-Resident Position..... 7

**ARTICLE IV - RECOGNITION..... 8**

Section 4.01 - Union As Bargaining agent..... 8

Section 4.02 - Union Security..... 8

Section 4.03 - Working Dues Deduction..... 8

Section 4.04 - Annulment And Subletting..... 9

**ARTICLE V - RIGHTS AND RESPONSIBILITIES OF PARTIES..... 9**

Section 5.01 - Employee Contracting..... 9

Section 5.02 - Favored Nations Clause..... 9

Section 5.03 - Stewards..... 9

Section 5.04 - Job Access..... 10

Section 5.05 - Union Discipline..... 10

Section 5.06 - Union Made Items..... 10

Section 5.07 - Employer Cooperation ..... 10

Section 5.08 - Union Cooperation..... 10

Section 5.09 - Work Performance..... 10

Section 5.10 - Support of Other Union..... 10

Section 5.11 - Management Rights..... 10

Section 5.12 - CDL Requirement..... 11

Section 5.13 - Chemical License Requirement..... 11

**ARTICLE VI - CLASSIFICATIONS - WAGE RATES - PAYMENTS..... 11**

Section 6.01 - Classifications - Wage Rates..... 11

Section 6.02 - Payments..... 12

**ARTICLE VII - HOURS - WAGES - WORKING CONDITIONS..... 12**

Section 7.01 - Work Day and Week..... 12

Section 7.02 - Meals Furnished..... 12

Section 7.03 - Wage Rates..... 13

Section 7.04 - Overtime - Holidays - Storm Damage..... 13

Section 7.05 - Call Out..... 14

Section 7.06 - Headquarters..... 14

Section 7.07 - Change Of Headquarters..... 14

Section 7.08 - Tools..... 14

Section 7.09 - Report Time..... 14

Section 7.10 - Foreman..... 14

Section 7.11 - Notification of Time-Off..... 14

Section 7.12 - Overtime Equalization..... 15

**ARTICLE VIII - SAFETY..... 15**

Section 8.01 - Employer's Responsibility..... 15

Section 8.02 - Employee's Responsibility..... 15

Section 8.03 - Safety Meetings..... 15

Section 8.04 - Safety Glasses..... 15

Section 8.05 - First Aid and CPR..... 15

Section 8.06 - Hard Hat and Ear Muffs..... 15

**ARTICLE IX - PENSION BENEFIT FUND..... 16**

Section 9.01 - Contribution - Reporting..... 15

Section 9.02 - Termination On 72 Hour Notice..... 16

Section 9.03 - Employer Compliance..... 16

**ARTICLE X - HEALTH AND WELFARE..... 16**

**ARTICLE XI - NATIONAL ELECTRICAL ANNUITY PLAN..... 17**

Section 11.01 - Contribution - Reporting..... 17

Section 11.02 - Termination On 72 Hour Notice..... 18

Section 11.03 - Employer Compliance..... 18

**ARTICLE XII - FITNESS FOR DUTY POLICY..... 19**

Section 13.01 - Statement..... 19

**ARTICLE XIII - BEREAVEMENT LEAVE..... 20**

Section 14.01 - Policy..... 20

**ARTICLE XIV - SEPARABILITY CLAUSE .....21**

**SIGNATURES..... 21**

## **DEFINITION - PURPOSE**

Made and entered into this 24<sup>th</sup> day of February, 2022 by and between Asplundh Tree Expert LLC. and Local Union No. 193, International Brotherhood of Electrical Workers. The term "Employer" as used hereinafter shall mean the Asplundh Tree Expert LLC. The term "Union" as used hereinafter shall mean Local Union 193, I.B.E.W.

The intent of this Agreement is to establish uniform conditions of employment of line clearance foremen, trimmers, groundmen and flag-persons for the purpose of performing line clearance work coming properly under the jurisdiction of the outside branch of the trade on the property of City Water, Light & Power of Springfield, IL.

## **ARTICLE I**

### **BASIC PRINCIPLES**

#### **Section 1.01. - Statement**

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences, by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

#### **Section 1.02. - Illegal Provisions**

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

#### **Section 1.03. - Non-Discrimination**

The parties of this Agreement will continue to support their policies of non-discrimination because of race, color, sex, religion, creed or national origin as defined in any applicable federal or state law.

## ARTICLE II

### EFFECTIVE DATE, CHANGES, GRIEVANCES AND DISPUTES

#### **Section 2.01. - Effective Date**

This Agreement shall take effect March 1, 2022 and shall remain in effect until February 28, 2023, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, unless changed or terminated in the way later provided herein.

#### **Section 2.02. - Termination or Change**

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

#### **Section 2.03. - Amend By Mutual Consent**

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 I.B.E.W. and the Employers Board of Directors.

If either party suggests any amendment to this Agreement, the willingness of the other party to discuss the request, or make any proposal, shall not in any way be deemed a re-opening of this Agreement.

#### **Section 2.04. - Work Stoppage - Lockout**

During the term of this Agreement the Union agrees that it will not authorize a strike, slowdown or work stoppage. The Employer agrees that it will not engage in a lockout of employees. If a dispute or grievance arises during the term of this Agreement it will be handled as stated herein.

#### **Section 2.05. - Grievances**

Whenever any dispute or grievance arises between the parties to this agreement it will be considered and adjusted by conference as follows, time limits in each step may be extended with the mutual consent of both parties in writing:

Step A) Conference between the employee involved, the Union crew representative and the employee's immediate supervisor within five (5) work days from the time the incident occurred or the matter shall be considered waived. Except for financial

matters, mistakes on payroll and/or hours worked shall not be limited as to time in Step A only.

- Step B) Any dispute or grievance not adjusted in Step A within ten (10) work days from the time the incident occurred, shall be reduced to writing and taken up by the chief steward and the general foreman.
- Step C) In the event the matter is not adjusted in accordance with the provisions of Step B within five (5) work days it shall be referred to the Union Business Manager and the Regional Manager or his representative in writing within five (5) work days.
- Step D) The grievance meeting in Step C shall be held within thirty (30) days of the submission by the Union of the matter in question to the Regional Manager or by submission by the Employer of the matter in question to the Union Business Manager.
- Step E) Should the parties fail to reach a mutually satisfactory settlement of the matter in controversy as provided in Step D, within ten (10) work days, either party may demand arbitration by giving written notice to the other.

By mutual consent of both parties the arbitrator shall be selected from the Federal Mediation and Conciliation Service from a panel of seven candidates. The panel will be reduced to one name by each party alternately striking one name, with the grieving party striking first.

Disputes over the arbitrability of any grievance filed pursuant to this Agreement shall be heard by the Arbitrator. Each party is free to submit affidavits and documentation supporting its position, and to present written and oral arguments to the Arbitrator by phone or in person, but shall not present witnesses on the issue of arbitrability. The Arbitrator shall rule upon the arbitrability of the grievance before considering any other evidence or addressing the merits of the case. In the event of a challenge to arbitrability, the parties intend that the consideration of arbitrability shall be scheduled separately and in advance of any arbitration on the merits of the case, unless the parties jointly agree otherwise, in writing. It is specifically agreed that disputes relating to the timely filing of a grievance are not arbitrable.

The Arbitrator shall, without delay, hear the evidence and render his written decision, which will be final and binding upon both parties for the duration of the agreement. The expense of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall have no right to add to, subtract from, alter, amend or modify any of the terms of this agreement.

## ARTICLE III

### REFERRAL PROCEDURE

#### **Section 3.01. - General**

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.

#### **Section 3.02. - Source**

The Union shall be the sole and exclusive source of referrals of applicants for employment.

#### **Section 3.03. - Rejection**

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

#### **Section 3.04. - Union Membership Discrimination**

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 accordance with the following procedure.

#### **Section 3.05. - Group Register**

The Union shall maintain a register of applicants for employment established on the basis of the Groups and Classifications listed below. Each applicant for employment shall be registered in the highest priority Group for which he qualifies.

#### **Section 3.06. - Line Clearance Trimmer**

**GROUP I.** All applicants for employment who have two (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed in the normal construction labor market for a period of at least one (1) year in the last two (2) years under a collective bargaining agreement between the parties to this Agreement.

Group I status shall be limited to one Local Union at one time. An applicant who qualifies for Group I in a local union shall be so registered electronically and remain on Group I in that local union



unless and until the applicant designates another local union as his or her Group 1 local union. If an applicant qualifies for Group I status in a local union other than his or her home local union and designates that local as his or her Group 1 local union, the business manager of the new Group 1 status local union shall by electronic means notify the business manager of the applicants former Group 1 status local union.

**GROUP II.** All applicants for employment who have two (2) or more years experience in the trade and who have been employed in the normal construction labor market for a period of at least one (1) year in the last two (2) years under a collective bargaining agreement between the parties to this Agreement.

**GROUP III.** All applicants for employment who have two (2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties to this Agreement.

**GROUP IV.** All applicants for employment who have worked at the trade for more than one (1) year.

### **Section 3.07. - Line Clearance Groundman**

**GROUP I.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed in the normal construction labor market area for a period of at least one (1) year in the last four (4) years under a collective bargaining agreement between the parties to this Agreement.

**GROUP II.** All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market and who have been employed for at last six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the parties to this Agreement.

**GROUP III.** All applicants for employment who have had experience in the trade.

**GROUP IV.** All other applicants for employment.

### **Section 3.08. - Temporary Employees**

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 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

Employment Referral Procedure, but such applicants, if hired, shall have the status of temporary employees.

The Employer may hire temporary employees for a period not to exceed five (5) consecutive work days, without the requirements of the Referral Procedure, providing the Employer notifies the Business Manager and furnishes names and social security numbers of these employees and shall replace such temporary employees as soon as registered applicants for employment are available under the Employment Referral Procedure.

### **Section 3.09. - Labor Market**

"Normal Construction Labor Market" is defined to mean the following geographical area:

All in the State of Illinois consisting of:

Sangamon County	South Palmyra Township
Logan County	South Otter Township
Menard County	Nilwood Township in Macoupin County
Cass County	Townships of Bois D'Arc
Morgan County	Pitman & Harvel in
Scott County	Montgomery County
Scottville Township	North Palmyra Township
Townships of Lynchburg,	North Otter Township
Bath, Kilbourne,	Virden Township
Crane Creek, Salt	Girard Township
Creek and Mason in	Barr Township
Mason County	

The above geographical area is agreed upon by the parties to include the areas defined by the Secretary of Labor to be the appropriate prevailing wage areas under the Davis-Bacon Act to which this Agreement applies, plus the commuting distance adjacent thereto, which includes the area from which the normal labor supply is secured.

### **Section 3.10. - Resident**

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

### **Section 3.11. - Registration**

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.

### **Section 3.12. - Re-Registration**

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

### **Section 3.13. - Method Of Referral**

Employer shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Employer by first referring applicants in GROUP I in the order of their seniority on the "Out-of-Work List" and then referring applicants in order of their place 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 his appropriate place within his GROUP and shall be referred to other employment in accordance with the position of his GROUP and his place within the GROUP.

### **Section 3.14. - Exceptions**

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 his request for applicants, the Business Manager shall refer the first applicant on the register possessing such skills and abilities.

### **Section 3.15. - Posting Copy Of Referral Procedure**

A copy of the referral Procedure set forth in this Agreement shall be posted on the bulletin board in the office of the Local Union.

### **Section 3.16. - Inspection Of Referral Records**

A representative of the Employer designated to the Union in writing shall be permitted to inspect the employment referral procedure records at any time during normal business hours.

### **Section 3.17. - Reverse Layoff**

When making reductions in the number of employees due to lack of work, Employer 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) When Group I employees are laid off, they shall be laid off according to seniority in their classification with the Union, working under Local Union Line Clearance agreement.

### **Section 3.18. - Non-Resident Position**

There shall be one position on the seniority list which may be filled from time to time by the Employer. The permanent seniority date for this position shall be May 4, 2004. It is intended that this position may be filled and vacated as frequently or infrequently as the Employer desires with the only restriction being that no more than one individual may occupy this position at any given time. Placement of individuals to this position shall be at the sole discretion of the Employer and shall not be subject to the referral process in Article III.

## **ARTICLE IV**

### **RECOGNITION**

#### **Section 4.01. - Union As Bargaining Agent**

The Employer recognizes the Union as the exclusive representative of all of its employees that are identified in the Definition - Purpose section of this Agreement. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

#### **Section 4.02. - Union Security**

On the thirty-first day following the effective date of this Section of the Agreement or on the thirtieth day following the beginning of employment with the Employer, whichever is later, membership in the Union shall be required of each employee in the bargaining unit as a condition of employment subject to the provisions of Section 8 (a) (3) of the Labor Management Relations Act of 1947, as amended. In the event any employee fails to tender the admission fee and regular dues required to maintain his membership in the Union in accordance with the provisions of this Section, the Employer shall, upon written notice from the Union, terminate the employment of such individual employee within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to comply with the provisions of this Section.

#### **Section 4.03. - Working Dues Deduction**

Subject to each employee's execution and delivery to the Company of an authorization form, as provided by law and which shall include a waiver of liability in favor of the Company, and continuing for so long as the authorization remains in effect, the Company shall deduct Union membership dues and/or assessments, in the amount identified to the Company by the Union in writing, and so long as such amount is authorized by each employee in the signed authorization form, from the wages of the bargaining unit employees covered by this Agreement. The deductions shall be made by weekly payroll deduction and the aggregate of all of the deductions, along with a list identifying the individuals from whom the deductions were made, shall be remitted to the Union within a reasonable time after such deductions were made. The Company shall provide the Union with written notice whenever an

employee revokes the deduction authorization or is no longer in a covered position.

The Company shall be free from any liability by reason of the checkoff or any deduction authorized by this Article. To that end, the Union accepts full responsibility and legal liability for the authenticity of each checkoff authorization submitted to the Company and further agrees to indemnify, defend, and hold the Company harmless against any and all claims, suits, demands and liabilities for damages, back pay, attorneys' fees, penalties or costs which may be made against it by any party for amounts deducted from wages for the purpose of complying with the foregoing provisions of this Article.

#### **Section 4.04. - Annulment and Subletting**

Local Union 193 is a part of the International Brotherhood of Electrical Workers and any violation or annulment of the agreement of this or any other Local Union of the IBEW by an individual employer will be sufficient cause for cancellation of his agreement after the facts have been determined by the International Office of the Union.

The Employer further agrees that he will not sublet, assign or transfer any work in connection with electrical work to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the individual employer's establishment covered by this agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties that such action is not in conflict with the preceding sentence.

### **ARTICLE V**

#### **RIGHTS AND RESPONSIBILITIES OF PARTIES**

#### **Section 5.01. - Employee Contracting**

No member of Local Union No. 193, while he remains a member of such Union and subject to employment by Employers operating under this Agreement, shall himself become a contractor for the performance of any line clearance work.

#### **Section 5.02. - Favored Nations Clause**

The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the electrical contracting industry any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employers under this Agreement and the Union shall immediately notify the Employer of any such concessions.

### **Section 5.03. - Stewards**

The Business Manager shall have the right to appoint a Steward on any job where workmen are employed under the terms of this Agreement. Such Steward shall see that this Agreement is observed. The Steward shall perform his duties without interference with his responsibilities and duties to his crew.

### **Section 5.04. - Job Access**

The representative of the Union shall be allowed access to any job at any reasonable time where workmen are employed under the terms of this Agreement with prior notification to the General Foreman.

### **Section 5.05. - Union Discipline**

The Union reserves the right to discipline its members for violation of its laws, rules and agreements.

### **Section 5.06. - Union Made Items**

It is the policy of the Union and its members to promote the purchase and use of union made materials and equipment, and repair of such, when feasible or available.

### **Section 5.07. - Employer Cooperation**

The Employer agrees to cooperate with the Union to advance its legitimate interests.

### **Section 5.08. - Union Cooperation**

The Union agrees to cooperate with the Employer to advance its legitimate interests by aiding the Employer to secure business which will provide employment for persons in the bargaining unit. The Union, of course, will not discriminate between any Employer with which it has Agreements.

### **Section 5.09. - Work Performance**

The Union agrees that its members in the employ of the Employer will perform efficient work and service. Inasmuch as Foremen are covered by the Agreement, the Union agrees that its Foremen members will perform efficiently as Foremen in the best interests of the Employer. Also, the Union agrees that its members in the employ of the Employer will use their best endeavors to protect the property of the Employer.

### **Section 5.10. - Support Of Other Unions**

The Union shall have the right to support any other Local Union having justifiable trouble with the Employer, subject to the terms of this Agreement.

### **Section 5.11. - Management Rights**

The Union understands the Employer is responsible to perform the work required by the owner. The Employer shall therefore have no restrictions, except those specifically provided for in the collective bargaining agreement in planning, directing, and

controlling the operation of all his work. In deciding the number and kind of employees to properly perform the work, in hiring and laying off employees, in transferring employees from job to job within the local union's geographical jurisdiction, in determining the need and number as well as the person who will act as Foreman, in requiring all employees to observe the Employer's and/or owner's rules, regulations and disciplinary program not inconsistent with this Agreement, in requiring all employees to observe all safety regulations and in disciplining and/or discharging employees for proper cause.

**Section 5.12 - CDL Requirement**

All employees within ninety (90) days from the date of employment shall obtain and maintain a valid **C**ommercial **D**river's **L**icense which conforms with the applicable laws.

If available, employees who lose their license may be afforded to work up to a maximum of six (6) months from the date the license was suspended or revoked, on a crew where two (2) or more employees maintain a valid CDL.

Failure to immediately notify the employer of suspension or revocation of their operator's license may result in immediate dismissal.

**Section 5.13 - Chemical License Requirement**

All employees within ninety (90) days from their date of employment shall obtain and maintain a valid pesticide license. The Employer, upon receiving a valid receipt, will reimburse the employee the annual fee for the operator's chemical license.

**ARTICLE VI**

**CLASSIFICATIONS - WAGE RATES AND PAYMENTS**

**Section 6.01. - Classifications - Wage Rates**

CLASSIFICATIONS	HOURLY WAGE RATE		
	3/1/20-2/28/21 Wright Tree	3/1/21-2/28/22 Wright Tree	3/1/22-2/28/23 Asplundh Tree
Line Clearance Foreman	\$30.00	\$30.00	\$30.55
Line Clearance Trimmer (TT)	\$28.46	\$28.46	\$28.99

Trimmer Trainee:

0-6 mo. Exp. 75% of T.T. Rate	\$21.35	\$21.35	\$21.81
6-12 mo. Exp. 80% of T.T. Rate	\$22.77	\$22.77	\$23.25
12-18 mo. Exp. 85% of T.T. Rate	\$24.19	\$24.19	\$24.68
18-24 mo. Exp. 90% of T.T. Rate	\$25.61	\$25.61	\$26.12
24 mo. & More	\$28.46	\$28.46	\$28.99
Groundman 75% of T.T. Rate	\$21.35	\$21.35	\$21.81
Flagger 60% of T.T. Rate	\$17.08	\$17.08	\$17.50

After six (6) months of employment the trainee shall not be advanced to the next level until an evaluation has been performed by a Reviewing Committee, consisting of one representative of the Employer, one representative of the Union and the Foreman of the crew that the trainee is presently working on. This committee shall determine the criteria by which the trainee is evaluated.

Line Clearance Groundman may be permitted to operate all equipment except crawler type tractors.

**Section 6.02. - Payments**

Wages shall be paid weekly by direct deposit to the employees account, normally not later than quitting time on Friday, for all work performed up to quitting time Thursday of the previous week. In the event it is necessary to produce payroll checks and they are not received by the morning of the regular payday, normally Friday, the Foreman shall notify the General Foreman by 12:00 Noon. Any employee not receiving his pay, after such notification, by 4:30 P.M. of the following Tuesday shall receive pay at his straight time rate, not to exceed eight (8) hours pay, (commencing at 4:30 P.M.) in any twenty-four (24) hour period for waiting time, until pay is received. Weekly time sheets must be mailed promptly at the completion of the work week.

**ARTICLE VII**

**HOURS - WAGES - WORKING CONDITIONS**

**Section 7.01. - Work Day and Week**

Eight hours shall constitute a regular day's work between the hours of 8:00 A.M. and 4:30 P.M., with a one-half hour intermission for lunch, at 12:00 noon; and forty hours shall constitute a regular work week from Monday through Friday. Crews will report at headquarters and be ready to leave for site of work at 8:00 A.M. and Employer agrees to pay employees for time elapsed between 8:00 A.M. and the



time at which they are returned to headquarters. When scheduled work is requested on weekends, all employees will be expected to take a half hour lunch unpaid and no meal will be provided. Regular work day hours may be changed for spray crews by mutual agreement between Employer and Union.

### **Section 7.02. - Meals Furnished**

Employees required to work six (6) consecutive hours shall be allowed a meal and an additional meal shall be allowed at the end of each subsequent six (6) consecutive hours thereafter. Pay at applicable rates shall continue through such meal periods. A nontaxable allowance of \$18.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be allowed in which to receive meal and meals shall not include any alcoholic beverages. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

### **Section 7.03. - Wage Rates**

Straight time wage rates shall be paid for hours worked between 8:00 A.M. and 4:30 P.M., Monday through Friday.

### **Section 7.04. - Overtime - Holidays - Storm Damage**

All work outside of regular working hours shall be paid at time and one-half the regular rates except Sundays and holidays or days celebrated as such, which shall be paid at double time. The holidays are: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. If a holiday falls on Saturday, Friday shall be celebrated as a holiday. If a holiday falls on Sunday, Monday shall be celebrated as the holiday.

When men are working on damage caused by an act of God to public utility lines or equipment, work shall be paid for at the applicable rates for the first fifteen (15) consecutive hours and at double time for all work over fifteen (15) consecutive hours unless broken by an eight (8) hour rest period. After each 8-hour rest period, men returning to work shall be paid at the applicable rate.

The Company may, at its sole discretion, offer employees covered by this Agreement the opportunity to travel to areas outside the jurisdiction of Local 193 to perform work related to storms or other extraordinary causes. Any employee who receives such an offer may elect to accept the offer or decline it. Because any offered out-of-jurisdiction work is completely voluntary, the terms and conditions contained in this Agreement do not apply to the voluntary work.

The Company will advise employees of the wages, overtime rules, and benefits offered for the out-of-area work. To be binding, this information must be in writing signed by an Officer of the Company (Vice President or above). Verbal descriptions of the wages, benefits, or

overtime rules, whether by employees of the Company or others, will not be honored. The combined value of the hourly wages and fringe benefits offered for out-of-jurisdiction work will not typically be less than the combined value of the employee's regular base hourly rate of pay plus the value of the NEBF and NEAP contributions for work within the Local 193 jurisdiction.

Although the grievance procedure and labor agreement do not apply on out-of-area work, the Company and the Union agree to sit down and discuss problems that may arise during the out of jurisdiction work.

#### **Section 7.05. - Call Out**

A minimum of three (3) hours pay at applicable rates shall be paid to employees who report to work on call at any time other than during a regular workday.

#### **Section 7.06. - Headquarters**

The Employer shall set up a headquarters where heat and running water with toilet facilities are available and large enough to accommodate employees and their vehicles.

#### **Section 7.07. - Change Of Headquarters**

Employees or crews moved during a work week shall be transported to the new location by the Employer during working hours without loss of pay. This provision is not applicable when employees or crews are moved at the end of a work week.

#### **Section 7.08. - Tools**

Employer agrees to furnish all tools and equipment required to perform the work covered by this Agreement safely and efficiently.

#### **Section 7.09. - Report Time**

No report time shall be paid. However, the Employer shall pay employees the appropriate rate for all labor hours billable to City Water Light & Power.

When an employee is released from work due to inclement weather, if he or she is called back they shall receive the overtime rate of pay.

#### **Section 7.10. - Foreman**

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

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

#### **Section 7.11 - Notification of Time-Off**

If an employee wishes to take a non-compensated day off for personal reasons the Employer shall be notified at least 72 hours prior to taking said time off.

If an employee wishes to schedule non-compensated vacation time, the Employer shall be notified at least 2 week prior to taking said vacation.

In either of the above situations the Employer shall retain the right to limit the number of employees off at any given time. First come first served shall be the basis of the Employer granting time off, otherwise seniority shall prevail.

### **Section 7.12. - Overtime Equalization**

The Employer shall, within reason and when possible, attempt to see that all employees or crews receive equal overtime opportunities on the City Water Light & Power property. The Employer shall maintain an accumulated overtime list of employees to work from during overtime situations. Upon request the Employer will supply a year-to-date list of accumulated overtime to the Union.

## **ARTICLE VIII**

### **SAFETY**

#### **Section 8.01. - Employer's Responsibility**

It is the Employer's exclusive responsibility to insure the safety of its employees and their compliance with the Employer's safety rules and standards.

#### **Section 8.02. - Employee's Responsibility**

All safety laws, rules, standards and regulations shall be observed on all jobs where employees are employed. The employee shall use all protective equipment required and furnished by the employer.

#### **Section 8.03. - Safety Meetings**

The Employer agrees that time shall be allowed for employees to review all safety bulletins, visual programs and operational requirements during normal working hours.

#### **Section 8.04. - Safety Glasses**

Under the Employer's safety glasses policy, the Employer will replace prescription safety glasses when broken on the job, provided the employee notifies his supervisor and turns in the broken pair. Employer replacement is limited to two pairs of prescription safety glasses within a calendar year. Employer shall provide said replacements.

#### **Section 8.05 - First Aid and CPR**

All employees shall obtain and maintain a valid First Aid and CPR card. The Employer will furnish the instructor and materials for the course. The course will be conducted on the employee's own time.

### **Section 8.06 - Hard Hat and Ear Muffs**

A hard hat with shield and earmuffs will be provided upon request.

## **ARTICLE IX**

### **PENSION BENEFIT FUND**

#### **Section. 9.01. - Contribution - Reporting**

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

#### **Section 9.02. - Termination On 72 Hour Notice**

An individual employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours-notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

#### **Section 9.03. - Employer Compliance**

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

## **ARTICLE X**

## **HEALTH AND WELFARE**

The Employer agrees to pay into a welfare fund, known as the Line Construction Benefit Fund, \$7.00 for each hour worked by all employees covered by this agreement. The contributions of the Employer shall be used to provide temporary disability insurance, hospital, surgical and medical expense benefits to eligible employees and/or their dependence and such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and ministration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

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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 the function.

The said Welfare Fund shall be ministered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the Chapter and the Unions. If any Employer fails to make contributions to said Welfare Fund as provided in this Agreement no later than the 15th day following the end of each calendar month, he shall be subject to having this Agreement terminated upon seventy-two (72) hours-notice, in writing, being served by the Union; provided the Employer fails to show satisfactory proof that the required payments have been paid to the Line Construction Benefit Fund, as no loss to those employed by the Employer on their respective jobs.

## **ARTICLE XI**

### **NATIONAL ELECTRICAL ANNUITY PLAN**

#### **Section 11.01. - Contribution - Reporting**

It is agreed that in accord with the IBEW-District Ten-NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc., and the International Brotherhood of Electrical Workers on December 11, 1973, as amended and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual employer will forward monthly to NEAP's designated collection agent an amount equal to 22%

of the employees gross wages together with a completed payroll report prescribed by the NEAP. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the last day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee. The payment and the payroll report shall be mailed to reach NEAP not later than 15 calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the National Electrical Annuity Plan Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon 72 hours notice in writing be served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of an individual employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of this labor agreement.

***Effective 3/1/22 the contribution rate will change to twenty-five percent (25%). At no time during the term of the current Agreement will NEAP increase above 25%.***

#### **Section 11.02. - Termination On 72 Hour Notice**

Individual Employers who fail 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 collection agent.

#### **Section 11.03. - Employer Compliance**

The failure of an individual Employer to comply with the applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall also constitute a breach of this Labor Agreement.

### **ARTICLE XII**

#### **FITNESS FOR DUTY POLICY**

#### **Section 12.01. - Statement**

All Employees covered by this Agreement shall adhere to the Employer's Fitness For Duty Policy agreed to by the parties in negotiations. The Employee shall have the right to inform the

Business Manager about any testing or results concerning the Substance Abuse testing.

## **ARTICLE XIII**

### **BEREAVEMENT LEAVE**

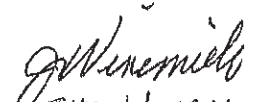
#### **Section 13.01. - Policy**


Employees shall be granted up to 2 days funeral leave with pay for making arrangements and/or attending the funeral of their immediate family, or the immediate family of their spouse. The immediate family includes: father, mother, spouse, child, brother, sister and grandparents. The Employer may request verification for such leave.

**ARTICLE XIV**

**SEPARABILITY CLAUSE**

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


  
JIM WINE MILLER  
For Asplundh Tree Expert LLC.

  
Neil Henry  
For IBEW Local #193

Vice President  
Title

Bm/FS  
Title

2/16/22  
Date

 02/16/2022  
Date

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**April 28, 2022**  
  
Lonnie R. Stephenson, Int'l President  
This approval does not make the  
International a party to this agreement