

**AGREEMENT BETWEEN
ASPLUNDH TREE EXPERT CO.
AND
LOCAL NO. 702, I.B.E.W.,
COVERING TREE TRIMMING ON ELECTRIC UTILITY PROPERTIES
IN THE ILLINOIS JURISDICTION OF THE LOCAL UNION**

FIRST CLAUSE

This Agreement is by and between Asplundh Tree Expert Co. and Local Union 702, IBEW. As used hereinafter in this Agreement, the term "Contractor" or "Employer" shall mean Asplundh Tree Expert Co. and the term "Union" shall mean Local Union 702, International Brotherhood of Electrical Workers.

Asplundh Tree Expert Co. 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 Asplundh Tree Expert Co., the Union and the Public. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

**ARTICLE I
EFFECTIVE DATE – CHANGES – GRIEVANCES – DISPUTES**

Section 1.01 This Agreement shall take effect January 1, 2017 and shall remain in effect until December 28, 2019, unless otherwise specifically provided for herein. It shall continue in effect from year-to-year thereafter, from January 1st through December 31st of each year, unless changed or terminated in the way later provided herein.

NOTICE OF CHANGES DESIRED

Section 1.02

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

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

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

AMENDMENTS

Section 1.03 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed in the same manner as in this Agreement and be approved by the International Office of the Union and the Employer's Board of Directors.

STATUS DURING DISPUTES

Section 1.04 During the term of this Agreement and any extension thereof, there shall be no stoppage of work either by strike or lockout because of any dispute over matters relating to this Agreement. All such matters must be handled as stated herein.

GRIEVANCE PROCEDURE

Section 1.05 Any matter to be processed, as a grievance shall be initiated within ten (10) working days from the time the incident occurred or the matter shall be considered waived. Grievances will be considered and adjusted by conference as follows:

- (a) Conference between the employee involved, the union crew representative; and the employee's immediate supervisor.
- (b) Any dispute or grievance not adjusted in step (a) above within five (5) working days shall be reduced to writing and taken up by the Union Business Representative and the Employer's supervisor.
- (c) The grievance meeting in step (b) shall be held within twenty (20) working days of the submission by the Union of the matter in question.
- (d) Should the parties not reach a mutually satisfactory settlement of the matter in controversy as provided in step (c) above within ten (10) working days, either party may demand arbitration by giving written notice to the other.

ARBITRATION

Section 1.06 In case of a failure to agree in the manner prescribed in Section 1.05, the Business Manager and/or Business Representative (who may be accompanied by the grievant or employee or employees that may be involved) shall endeavor to adjust disagreements with the President of the Company and/or his representative to reach an agreement. In case of failure to then reach agreement, the matter shall then be submitted to arbitration in the manner provided below.

- (a) The parties shall attempt to mutually agree upon a third party within five (5) days to hear the dispute in question. Should no mutual agreement be reached, the method outlined in Section 1.07 shall be used.

Section 1.07 The party desiring arbitration shall give written notice to the opposing party within ten (10) days (Saturday, Sunday, and holidays excluded) and shall request a panel of seven (7) arbitrators from Federal Mediation and Conciliation Service (FMCS), Washington, D.C. The parties shall strike the names from the panel alternately until one (1) name remains and he or she shall be named the arbitrator and shall hear the case in dispute and render a decision that is final and binding on both parties within five (5) days from the date of the hearing.

When presenting a case before the arbitrator, the parties shall not write a post-hearing brief. The parties shall further request the arbitrator to render a final and binding decision within five (5) days (Saturday, Sunday and holidays excluded) of the date of the hearing.

The arbitrator shall have no authority to add to, subtract from, alter, amend or modify, any of the terms of this Agreement.

ARTICLE II MANAGEMENT RIGHTS

Section 2.01 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 Employers and/or owner's rules and regulations not inconsistent with this Agreement, in requiring all employees to observe all safety regulations, and in discharging employees for proper cause.

SUBCONTRACTING

Section 2.02 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 violation of paragraph 2 of this Section, will be sufficient cause for cancellation of this Agreement by the Local Union, after a finding has been made by the International President of the Union that such a violation or annulment has occurred.

The subletting, assigning or transfer by any individual Employer of any work in connection with electrical work to any person, firm or corporation not recognizing the IBEW or one of its Local Unions as the collective bargaining representative of his employees on any electrical 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 and the final and binding resolution of disputes.

SUPPORT OTHER LOCAL UNIONS

Section 2.03 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.

UNION SECURITY

Section 2.04 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later. The Union shall notify the Employer of any individual who fails to comply with the provisions of this Section and such written notice shall constitute a request to the Employer to discharge said individual workman within forty-eight hours for failure to maintain continuous good standing in the Union in accordance with its rule.

ARTICLE III REFERRAL PROCEDURE

Section 3.01 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 interests 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 The Union shall be the sole and exclusive source of referrals of applicants for employment.

Section 3.03 The Employer shall have the right to reject any applicant for employment.

All tree Trimmer trainees, Groundmen, and traveling journeymen shall be subject to a sixty (60) working day probationary period. During the first sixty (60) working days, a referral employee shall be considered as employed on a trial basis and may be transferred, discharged or disciplined at the discretion of the Employer and accordingly such referral employee shall not be entitled to the benefit of the grievance procedure.

Section 3.04 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 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.

CLASSIFICATION A – LINE CLEARANCE TRIMMER

GROUP I All applicants for employment who have two 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 year in the last two years under a collective bargaining agreement between the parties to this Agreement.

GROUP II All applicants for employment who have two 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 year in the last four years under a collective bargaining agreement between the parties to this Agreement.

GROUP III All applicants for employment who have two 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 months in the last three 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 year.

CLASSIFICATION B – GROUNDMAN

GROUP I All applicants for employment who have two 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 year in the last four years under a collective bargaining agreement between the parties to this Agreement.

GROUP II All applicants for employment who have two 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 year in the last four years under a collective bargaining agreement between the parties to this Agreement.

GROUP III 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 least six months in the last three years in the trade under a collective bargaining agreement between the parties to this Agreement.

GROUP IV All applicants for employment.

TEMPORARY EMPLOYEES

Section 3.06 If the registration list in a given classification is exhausted and the Union is unable to refer applicants for employment to the Employer within twenty-four 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". Temporary employees shall become permanent employees if not replaced within ten (10) days. The Employer shall notify the business manager promptly of the names and social security numbers of such "temporary employees".

DEFINITIONS

Section 3.07 “**Normal Construction Labor Market**” is defined to mean the following geographical area (plus the commuting distance adjacent thereto which includes the area from which the normal supply is secured):

Beginning at the Mississippi River at the North side of Renault Township running northeasterly to the Northwest of Randolph County and then East to the Southwest corner of Marissa Township, then North to the Northwest corner of Marissa Township of Marissa Township, then East to the Southwest corner of Johannesburg Township, then North to the Southwest corner of Venedy Township, then East to the Southwest corner of Covington Township, then North to the Southwest corner of Wade Township, then East to the Southwest corner of Huey Township, then North to Irish Town, then West to the Southwest corner of Irish Town, then North to the Southwest corner of South Fillmore Township, then East to the West boundary of Shaffer Township, then South to the Northwest corner of Bear Grove, then East to the Southwest corner of Sharon, then North to the Southwest corner of Ramsey, then East to the Southwest corner of Moccasin, then North to the Northwest corner of Holland, then East to Prairie, then North to Sullivan, then East on the North side of Windson, Whitley, Mattoon, Lafayette, Charleston, Ashmore, Kansas, Grandview, Symmes and Elbridge to the East State line, then South following the Wabash and Ohio Rivers to Cairo and Northwest on the Mississippi to the Northwest corner of Renault Township.

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.

Section 3.08 “**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 3.09 The Union shall maintain an “Out-of-Work List” which shall list the applicants within each Group in the chronological order of the dates they register their availability for employment.

Section 3.10 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 3.11 An applicant who has registered on the “Out-of-Work List” must renew his application every thirty days or his name will be removed from the “List”.

Section 3.12 Employers 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 places on the “Out-of-Work List” and then referring applicants in the same manner successively from the “Out-of-Work List” in the 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 3.13 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.
- (b) The age ratio clause in this 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 overage reference can be made.

Section 3.14 An Appeals Committee is hereby established composed of one member appointed by the Union, one member appointed by the Employer and a Public Member appointed by both these members.

Section 3.15 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 3.04 through 3.13 of Article III 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 is not authorized to add to, subtract from or modify any provisions of this Agreement and its decision shall be in accord with this Agreement.

Section 3.16 A representative of the Employer designated to the Union, in writing, shall be permitted to inspect the Referral Procedure records at any time during normal business hours.

Section 3.17 A copy of the Referral Procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Employers who are parties to this Agreement.

ARTICLE IV **HOURS OF WORK AND DAILY TRAVEL**

Section 4.01 Eight hours shall constitute a regular day's work between the hours of 7:00 AM and 3:30 PM with one-half hour intermission for lunch to start between 11:00 AM and 12:30 PM; 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 7:00 AM and the Employer agrees to pay employees for time elapsed between 7:00 AM and the time at which they are returned to headquarters, not including the lunch period.

FOUR TEN HOUR WORK WEEK

Ten (10) consecutive hours shall constitute a regular day's work between the hours of 7:00 AM and 5:30 PM with one-half hour intermission for lunch at twelve noon and forty hours shall constitute a work week Monday through Thursday. Friday may be utilized as a make-up day. Crews will report at headquarters and be ready to leave for site of work at 7:00 AM and the Employer agrees to pay employees for time elapses between 7:00 AM and the time at which they are returned to headquarters, not including the lunch period.

MEALS FURNISHED

Section 4.02 Employees required to work two (2) or more hours past their regularly scheduled quitting time shall be paid a meal stipend according to the following schedule. An additional meal stipend will be paid, or a meal provided, for each subsequent consecutive five- (5) hour period. Pay at applicable rates will continue through such meal periods. These stipends will appear on the employee's next regular paycheck.

Meal Period	Amount
Breakfast	\$15.00
Lunch	\$15.00
Dinner	\$15.00
Snack	\$15.00

OVERTIME – HOLIDAYS – STORM DAMAGE

Section 4.03

- (a) Time and one-half shall be paid for all time worked in excess of the regular working day and Saturdays; double time will be paid for all work done on Sundays and the following legal holidays; New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, Labor Day and Christmas Day or days celebrated as such. When a national holiday falls on a Saturday, the preceding Friday shall be observed.
- (b) 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 consecutive hours and at double time for all work over fifteen consecutive hours unless broken by an eight-hour rest period. After each eight-hour rest period, men returning to work shall be paid at the applicable rate.
- (c) When returning to maintenance work after a storm, employees must obtain the designated eight- (8) hour rest and return at straight time unless directed to report by their General Foreman.

CALL OUT AND PREARRANGED WORK

Section 4.04 A minimum of four hours' pay at the applicable rate shall be paid to employees who report to work at any time other than during the regular workday of the regular workweek. This shall not apply to prearranged work, which continues into a regular workday. Prearranged work shall be any work where the crew is notified prior to the dismissal of the crew at the end of a workday. Monday through Thursday or Tuesday through Friday on ten- (10) hour days or Monday through Friday on eight- (8) hour days shall be considered as regular workweeks, except the work week may be extended to a six or seven-day week when arranged for in advance, in which case the applicable overtime rate of pay will apply.

GLOBAL POSITIONING SYSTEM

Section 4.05 The Employer shall have the authority, without further consultation with the Union, to adopt, install, use, or otherwise take advantage of any technology (such as, but not limited to, GPS and vehicle monitoring units) that shall allow it to monitor the performance of its employees and the operation of its equipment. The Union acknowledges such authority and agrees that the information provided by such technology may be used to justify discipline for covered employees, subject to the grievance procedure outline in Article 1, Section 1.05, 1.06, 1.07.

ARTICLE V **HEADQUARTERS AND ALLOWANCES**

Section 5.01 The Employer shall set up headquarters where a restaurant, gas station, convenience store and toilet facilities are available.

CHANGE OF HEADQUARTERS

Section 5.02 Employees or crews moved during a workweek shall be transported to the new location by the Employer during working hours without loss of pay.

TOOLS FURNISHED

Section 5.03 Employer agrees to furnish all tools and equipment required to perform the work covered by this Agreement safely and efficiently. Employees shall not use Employer's tools or equipment except for their job assignment.

ENCLOSED TRUCKS

Section 5.04 When transporting men to and from the job site, the Employer agrees to furnish enclosed trucks with suitable protection from inclement weather and to provide heat when weather conditions require.

REPORT TIME

Section 5.05 Employees reporting to work before starting time in the morning shall be paid two (2) hours' reporting time if the employees are unable to work due to inclement weather. Employees so reporting shall do any work assigned including riding in enclosed trucks and remain available until released by the foreman. Employees required to work in inclement weather will be provided a rain suit (one per year).

SAFETY

Section 5.06 It is the Employer's responsibility to insure the safety of its employees and it is the employee's mandatory duty to comply with these safety rules and standards.

HARD HATS

Section 5.07 Hard hats shall be worn and furnished by the Employer with the proper inter-liner with no cost to the employee.

SAFETY KIT

Section 5.08 The Employer agrees to have a safety kit on each truck.

PAYDAY AND TIME SHEETS

Section 5.09 Wages will be paid weekly, normally not later than quitting time of Friday by direct deposit to their account, for all worked performed up to quitting time Saturday of the previous week. Temporary employees shall have their check mailed to a designated address and if not received by the morning of the regular payday, normally Friday, the Foreman shall notify the General Foreman by 12:00 noon. Employer shall have the option of providing payroll check stubs electronically. In the event the employee cannot access their check stub electronically, upon request the General Foreman will supply such information. It is the employee's responsibility to notify the Employer of improper pay by no later than 8:00 a.m. of the Monday following the normal payday. Any employee not receiving their pay, after notification, by 4:30 p.m. of the following Tuesday, shall receive pay at his prevailing overtime 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 timesheets must be mailed promptly at the completion of the work week.

Employees who do not have direct deposit as of the effective date of this Agreement shall have ninety (90) days to secure a bona fide bank account for the Employer to have funds deposited. New employees will be required to establish direct deposit within thirty (30) days of employment.

LAYOFFS

Section 5.10 The Employer agrees that when it becomes necessary to layoff or transfer employees because of lack of work, seniority shall prevail, providing the senior employee with like classification has the qualifications and ability to do the job.

WORKING FOREMAN

Section 5.11 When four or less men are required for a job, one trimmer shall be designated as Foreman and draw Foreman's pay but he shall be permitted to work with tools.

ARTICLE VI

Section 6.01 Classifications of employees and wage rates:

<u>Classifications</u>	<u>1/1/17</u>	<u>12/31/17</u>	<u>12/28/18</u>
Foreman	\$27.20	\$27.74	\$28.29
Tree Trimmer	\$25.02	\$25.52	\$26.03
Tree Trimmer Trainees:			
18-24 mo. Exp. 90% of T.T. Rate	\$22.52	\$22.97	\$23.43
12-18 mo. Exp. 85% of T.T. Rate	\$21.27	\$21.69	\$22.13
6-12 mo. Exp. 80% of T.T. Rate	\$20.02	\$20.42	\$20.82
0-6 mo. Exp. 75% of T.T. Rate	\$18.77	\$19.14	\$19.52
Groundman Wage shall be 75% of Tree Trimmer Rate	\$18.77	\$19.14	\$19.52
Flagperson Rates shall be 60% of Tree Trimmer Rate	\$15.01	\$15.31	\$15.62

Section 6.02 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry on work covered by this Agreement, any better terms or conditions than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of any such concessions.

DISCRIMINATION

Section 6.03 The parties to this Agreement will continue to support their policies of non-discrimination because of race, color, sex, religion, creed, age, disability, veteran status or national origin.

ARTICLE VII NATIONAL ELECTRICAL BENEFIT FUND

Section 7.01 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, the Restated Employees Benefit Agreement and Trust.

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

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

UNION DUES DEDUCTION

Section 7.02 The Employer agrees to deduct and forward to the Financial Secretary of the Local Union – upon receipt of a voluntary written authorization – the working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union by-laws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

HEALTH AND WELFARE FUND

Section 7.03 The Employer agrees to pay into a Welfare Fund, known as the Line Construction Benefit Fund, Five Dollars and Fifty Cents (\$5.50) 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 dependents in such form and amount as the trustees of the Welfare Fund may determine and to provide funds for the organization and administration expenses of the Welfare Fund. The contributions may also be used to provide group life insurance to eligible employees if the trustees of the Welfare Fund determine this protection is advisable.

Effective December 31, 2017, the Employer agrees to pay up to twenty-five cents (\$.25) additional to LINECO, if necessary. If such increase is not required, the Employer's contribution to the National Electrical Annuity Fund will increase by 1%.

Effective December 28, 2018, the Employer agrees to pay up to twenty-five cents (\$.25) additional to LINECO, if necessary. If such increase is not required, the Employer's contribution to the National Electrical Annuity Fund will increase by 1%.

If during the term of the Agreement the cost of the Line Construction Benefit Fund is increased over the herein established contribution, the wage rates contained herein shall be reduced by the amount of the increase effective the date such increase commences, and the Employer, shall then contribute to the Line Construction Benefit Fund such increase as described above.

Section 7.04 The employer agrees to pay into a Post-Retirement Medical Welfare Fund, known as the Southern Illinois Electrical Retiree Welfare Fund Local 702 IBEW, seventy-six cents (76¢) for each hour worked, by all employees covered by this agreement. The contributions of the employer shall be used to provide for retirement premium coverage for men who have worked in our jurisdiction.

The payment shall be made by check or draft and shall constitute a debt due and owing to the Southern Illinois Electrical Retiree Welfare Fund Local 702, IBEW on the last day of each calendar month, which may be recovered by suit initiated by the Southern Illinois Electrical Retiree Welfare Fund Local 702, IBEW 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.

If the contribution rate for Post Retirement Medical Welfare Fund (76¢) increases during the term of this agreement, such increase will be taken from the wage package.

Section 7.05 The said Welfare Fund shall be administered 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 20th day following the end of each calendar month, he shall be subject to having this Agreement terminate 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 Line Construction Benefit Fund at no loss to the men employed by this Employer on their respective jobs.

Section 7.06 The Union understands that the Employer's agreement to contribute to the Line Construction Benefit Fund (the "Fund") is based on its understanding that (1) the Fund is in compliance with, or will be in compliance with, all of the provisions of the federal Patient Protection and Affordable Care Act, as the same may be amended from time to time (the "ACA"), as of the applicable effective dates, and (2) by making contributions to the Fund, the Employer will satisfy its obligations under the ACA's employer mandate and will not be subject to any penalties, fines or other charges under the ACA (including, but not limited to, shared responsibility penalties under sections 4980H(a) or (b) of the ACA) with respect to any bargaining unit employee on whose behalf it is required to make contributions to the Fund. In the event that the Employer is assessed or subjected to any such penalties, fines or other charges under the ACA with respect to any bargaining unit employee on whose behalf it is required to make contributions to the Fund, the Employer may immediately cease participation in LINECO and this agreement shall be reopened to negotiate over a substitute medical plan and wage rates.

ARTICLE VIII

NATIONAL ELECTRICAL ANNUITY PLAN

(Formerly known as IBEW-District Ten NECA Individual Equity Retirement Plan
or the District Ten Plan)

Section 8.01 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 nineteen percent (19%) of the gross monthly payroll, 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 of the payroll report shall be mailed to reach NEAP 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 National Electrical Annuity Plan Agreement and Trust.

Section 8.02 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 collection agent.

Section 8.03 The failure of the 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 IX **SEPARABILITY CLAUSE**

Section 9.01 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 conformance with the applicable laws.

INSURANCE

Section 9.02 For all employees covered by this Agreement, the Employer shall carry worker's compensation insurance with a company authorized to do business in this state, social security and any other protective insurance as may be required by the laws of this state and shall furnish satisfactory proof of such to the Union if required. He shall make payments to the Illinois Unemployment Compensation Commission for all employees covered by the terms of this Agreement.

ARTICLE X **OPERATOR'S LICENSE**

Section 10.01 All employees within ninety (90) days from their date of employment shall obtain and maintain a valid commercial driver's license. The Employer shall not be required to employ more than one (1) person who has lost their driver's license for each ten (10) employees with a valid vehicle operator's license (CDL). Effective July 1, 2017, the second sentence above will be deleted from this agreement.

Failure to immediately notify the Employer of suspension or revocation of their operator's license will result in immediate dismissal. The Employer shall furnish the truck for taking the CDL test.

Documentation of physical and medical cards shall be provided to the Employer.

C.P.R. AND FIRST AID

Section 10.02 Each employee within 90 days of employment, must obtain, and thereafter maintain, a valid first aid and CPR card. The Employer will furnish the instruction and necessary materials for the course. The course will be conducted on the employee's time. Those not in compliance will be suspended, with a maximum suspension of 90 days, until they can produce a valid first aid and CPR card. Any employee who does not obtain a valid first aid and CPR card within the 90-day suspension period will be terminated.

Section 10.03 All employees shall have and maintain a valid Commercial Pesticide Certification issued by the Illinois Department of Agriculture ("Certification"). The Company shall pay the fees and costs associated with obtaining, and renewing at the increments established by law, the Certification; except, any employee who fails a Certification test must obtain the Certification at his own expense and on his own time.

All new employees shall have one hundred eighty days from their date of hire to obtain the Certification and shall maintain the Certification at all times. All present employees shall have 120 days from December 30, 2001 to obtain, and thereafter maintain, the Certification. Employees will be allowed to take one class and one Certification test on the Company's time with full pay and benefits for the work time missed.

Any employee who does not have, or at all times maintain, a Certification shall be suspended without pay until the Certification is obtained; with a maximum suspension of one year. Any employee, who fails to obtain his/her Certification within the one-year suspension period, will be terminated.

The Employer agrees to pay an Employee Bonus to be paid quarterly with the money distributed under the provisions listed below:

1. Employee Bonus amount will be 1 3/4% of the employee's gross wages for each quarterly period.
2. The Employee Bonus will be paid by separate check no later than the third week following the end of each quarter. Incentives shall be paid April, July, October and January. The Employee Bonus will be subject to withholdings required by law.
3. Effective July 1, 2017, employees who fail to maintain a current First Aid/CPR Certification, DOT Medical Card, Driver's License for the vehicle assigned to operate and a Commercial Pesticide Certification shall be disqualified for the quarter in which the lapse occurred.
4. An employee who causes a property damage claim in excess of two hundred (\$200.00) dollars shall forfeit his/her Bonus payment for the period in which the damage occurs.
5. An employee who was found to be at fault or ticketed by the authorities or public service officers of an automotive (vehicular) accident in excess of \$750.00 and/or which results in a bodily injury claim shall forfeit his/her Bonus payment for the quarter in which the accident/claim occurs.
6. An employee, who causes an outage, shall forfeit his/her Bonus payment for the quarter in which the outage occurs.
7. Forfeiture of an Employee Bonus payment does not exclude the employee from other disciplinary action (warning, suspension, termination) which may be appropriate.

A Safety Committee comprised of three members appointed by the Union and three members appointed by the Employer shall meet at periodic times to discuss issues of mutual concern. The Safety Committee shall meet to review Employee Bonus Plan disqualification. The Union will be notified as soon as possible of any incident resulting in an employee's Employee Bonus Plan disqualification.

ASPLUNDH TREE EXPERT CO.

**LOCAL UNION NO. 702
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

John W Dettl
John W. Dettl
Vice President, Labor Relations

Steve Hughart
Steve Hughart
Business Manager

1/3/17
Date

12-22-2016
Date

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

February 3, 2017

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between Asplundh Tree Expert Co. (hereinafter referred to as the "Employer") and Local Union No. 702 of the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union").

Whereas the parties hereto have entered into a collective bargaining agreement effective from January 1, 2017 through December 28, 2019; and

Whereas, during the negotiations for such collective bargaining agreement the parties reached an additional understanding and agreement;

Now, therefore, the parties agree as follows:

Agreement

If the Employer's required contribution rate for NEBF increases during the term of this Agreement then such increase will be taken from the posted wage rates and the Employer will then pay the increased contributions to NEBF effective the date the increase commences.

It is understood and agreed that the provisions of Article VI, Section 6.02 (Favored Nations clause) of the collective bargaining agreement shall not apply to any or all terms or conditions dealing with any increase in contributions to NEBF that may be agreed to by contractors subject to a collective bargaining agreement negotiated by the National Electrical Contractors Association.

ASPLUNDH TREE EXPERT CO.

**LOCAL UNION NO. 702
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

John W Dettl
John W. Dettl
Vice President, Labor Relations

Steve Hughart
Steve Hughart
Business Manager

1/3/17
Date

12-22-2016
Date