

AGREEMENT BETWEEN

**LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF NORTHEAST UTILITIES)**

AND

LOCAL UNION 42

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2014 - 2017

LEWIS TREE SERVICE, INC.

AGREEMENT

This Agreement made as of the 18TH day of May, 2014 by and between Lewis Tree Service, Inc., hereinafter referred to as the "Employer" and Local Union 42, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union"

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:

ARTICLE 1

Effective Date

Section 1.01 - This Agreement shall take effect as of May 18, 2014 and shall remain in effect through January 28, 2017. This Agreement may continue in effect from year to year thereafter, unless terminated as provided for in Section 1.02 of this Article.

Section 1.02 - Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to the anniversary date. However, when notice for changes only is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes the original provision shall remain in full force and effect. Notice from either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 - This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments to be executed by the parties in the same manner as this Agreement and be approved by the International Office of the Union and the Board of Directors of Lewis Tree Service, Inc.

ARTICLE 2

Union Recognition and Security

Section 2.01 –

A. The Employer recognizes the Union as the exclusive representative of all of its employees within the bargaining unit, excluding the supervisors, general foremen and clerical, for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of Northeast Utilities, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

Section 2.02 - Subject to applicable federal and state law, 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 day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.03 - The Employer will notify the Union in writing as to the same. Classification and wage rate of all new employees within thirty (30) days after the time of their hiring date.

Section 2.04 - 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. Working dues shall be assessed only on hours worked. Therefore, no assessments shall be deducted on the following pay: vacation, bonus or incentive, holiday and personal well days.

Section 2.05 - Lewis Tree Service will e-mail a Training Log to the union every three weeks showing the following:

- a. Employee name, date test was taken, level of test, pass or fail, and GF name. Union to notify the Risk Management Department if they feel there are discrepancies.

ARTICLE 3

Union Rights and Responsibilities

Section 3.01 - The Union agrees to cooperate with the Employer to advance its legitimate interest by aiding the Employer to secure business which will provide employment for persons in the bargaining unit. Therefore, all work shall be performed under "The Code of Excellence".

Section 3.02 - The Union agrees that if during the life of this Agreement, it grants to any other Employer in the line clearance and tree trimming contracting industry 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 concession.

Section 3.03 - No member of the Union, while he remains a member of such Union and subject to employment by the employer under this Agreement shall himself become a contractor for the performance of any line clearance for public utilities or any trimming or tree removal work for other governmental agencies, nor solicit any work while on the Employer's time.

Section 3.04 - The representative of the Union shall be allowed access to Employer property and job site work locations at any reasonable time where employees are employed under the terms of this Agreement, providing advance notice is given to the Employer and work performance is not hindered.

Section 3.05 - The Union reserves the right to discipline its members for violation of its laws, rules and regulations.

Section 3.06 - The Union agrees that its members in the employ of the employer will perform efficient work and service. In as much as Foremen are covered by the agreement, the Union agrees that its Foreman members will perform efficiently as Foreman, in the best interest of the employer. Lead Foreman will perform all functions of the Foreman classification and in addition - job supervision limited to the following:

A. The issuance of oral and or written warnings to employees working within the Lead Foreman's assigned crews for violations limited to explicit direction of the Lead Foreman's General Foreman. The Lead Foreman shall not be involved in the disciplinary process beyond the issuance of warnings. Crews assigned to a Lead Foreman need not be within sight or sound of one another.

B. Crews working under the direction of a Lead Foreman will consist of no more than three employees working within sight or sound distance of one another. One member of every crew shall be either a Lead Foreman or an employee of Foreman classification. No Lead Foreman will be assigned more than three, three person crews simultaneously. The three-crew limitation listed above shall include the crew within which the Lead Foreman is performing his Foreman duties. The Lead Foreman and his assigned crews shall be under the direction of one and the same General Foreman.

Section 3.07 - The Business Manager shall have the right to appoint a steward on any job where employees are employed under the terms of this Agreement. Such steward shall see that this Agreement is observed.

Section 3.08 - Management, defined as General Foreman and above, will only perform tree work under the following circumstances:

A. In extreme emergencies and only after following call-out procedures.

B. Where the work is minor in nature and related to the inspection of trouble tickets and pre-inspection of completed work. The work will be limited to that which can accomplish with a hand or pole saw on services only.

ARTICLE 4

Company Rights and Responsibilities

Section 4.01 - The Union recognizes that the supervision and control of all operations and the direction of working forces are vested exclusively in the Company and the union recognizes the right of the Employer to hire, discharge, layoff, suspend, discipline, promote, demote or transfer any employee or employees of the Company for any just cause. The Union also recognizes that the Employer has the right to make and enforce its Safety and Training Manual rules governing absenteeism, tardiness, efficiency, safety and other working conditions. However, such right is subject to the limitation hereinafter imposed by this Agreement.

Section 4.02 – Any rights or authority the employer had prior to the certification of the Union are retained by the Employer, except those rights which are specifically and explicitly modified by the express provisions of this Agreement.

Section 4.03 – The Employer agrees that the duly appointed Union Stewards shall be allowed up to one (1) day each per year for Union/Employer business at no loss of pay. Stewards shall give Employer at least one (1) weeks prior notice. The Employer will be notified in writing within seven (7) business days of a change of Stewards or the new appointment of a Steward.

Section 4.04 – All employees will have a monthly crew evaluation, the evaluation will be reviewed with the employee and improvements suggested, if needed. A copy of all unsatisfactory evaluations will be sent to the Union Business Manager within seven (7) working days of said evaluation. If performance is not within acceptable levels following this conference, a second meeting will be held to determine appropriate action, which may include transfer or discipline, up to and including termination as provided in Section 4.01.

Section 4.05 – The Union agrees that the Employer can immediately dismiss employees for the unauthorized use of Employer equipment as long as it is properly documented. However, the Union holds the right to grieve these issues.

Section 4.06 – The Employer has developed and implemented Safety and Training programs that will meet or exceed federal and state requirements. It is required that all employees attend these programs, when at least two weeks notice is given to the employee and Union. If the employee does not attend he must provide proof to the Employer by certification, award, or designation that he had the same or equivalent training elsewhere. The proof must be provided within fifteen (15) days unless the employee was properly excused. Failure to do so may result in termination. The Union holds the right to grieve any dismissal.

Section 4.07 – A copy of all verbal and/or written Employee warnings is to be sent to the Union Business Manager within seven (7) working days of said occurrence.

ARTICLE 5

Seniority and Layoff

Section 5.01 – The term “Seniority” as used herein means Bargaining Unit Seniority, i.e. total length of service in the bargaining unit.

Section 5.02 – An Employee shall lose his seniority rights and/or status as an Employee.

A. If he resigns

B. If he is discharged for just cause

C. If he is absent for three (3) working days without notifying the Employer

D. If he fails to report for work at the expiration of any leave of absence or within five (5) days after expiration of said leave he fails to give reasons satisfactory to the Employer for not so reporting.

E. If, being physically able, he fails to report to work, within five (5) days after written or personal notice, from the employer to his last known address to report for work after layoff, or within a five (5) day period fails to give reason satisfactory to the Employer for not so reporting.

F. If he is laid off for lack of work for a period of more than twelve (12) months, unless otherwise mutually agreed on between the Employer and the Union.

G. When it becomes necessary to cut A or B Foremen back, the rate of pay will be no less than that of T1, or the employee will have the option of being laid off without recourse to any other section of this agreement.

Section 5.03 – When it becomes necessary to lay off employees, ability and qualifications being equal, employees shall be laid off in the inverse order of the date of their most recent employment date with the Employer. The Employer agrees to provide forty-eight (48) hours notice of layoff whenever possible. Each Employee terminating his employment will provide forty-eight (48) hours notice of intention to quit. Deviation from this hours notice in cases where special skills and abilities are a requirement may be made by agreement of the parties involved.

Section 5.04 – Person out of work due to injury on the job will be reinstated by the employer within a one (1) year time period from the date of injury with full seniority, a full medical release must be provided from the Employee's treating physician.

ARTICLE 6

Working Hours and Overtime

Section 6.01 – Eight (8) hours shall constitute a regular workday, Monday through Friday. HOURS TO BE REGULATED ACCORDING TO CUSTOMERS REQUEST. Any change in working hours will require a minimum notice of twenty-four (24) hours. When mutually agreed upon, four (4) ten (10) hour days may be worked at the straight time hourly rate: Monday through Thursday or Tuesday through Friday. All hours in excess of ten (10) hours per day shall be paid at the rate of time and one-half. On holiday weeks, schedules may be changed to accommodate the eight (8) hour pay for the holiday. These weeks, the scheduled work weeks will be eight (8) hours per day, Monday through Friday.

Section 6.02 – All work in excess of eight (8) hours straight time in any one day and after forty (40) hours straight time in one week, shall be paid at the rate of time and one half. Work performed outside of normal working hours (example 7:00a.m. – 3:30p.m. or other standard 8 hour days) will be paid at the rate of time and one half. All work performed on Holidays shall be paid at the rate of double time in addition to which eligible employees shall receive Holiday pay on the basis of eight (8) hours at the straight time rate of pay. All work performed on Sunday shall be paid at the rate of double time.

Section 6.03 – All regularly scheduled/unscheduled overtime hours, including emergency call out will be equally distributed by classification, seniority and performance, when under the Employer's control. All employees will be on call for emergency overtime.

Section 6.04 - Whenever possible twenty-four (24) hours' notice shall be given of planned overtime.

Section 6.05 - Employees called out for work outside of their regular working hours shall receive no less than three (3) hours at the applicable rate. The three hour minimum will not apply when overtime is an extension of the regular work day.

Section 6.06 – All emergency work performed for electric utilities outside of the employee's home utility will be paid at the rate of time and one half, the time and one half rate will be paid for all hours worked to include travel. When the employee arrives at the assigned show up location, the employee will be paid at the applicable rate until departure for the foreign work location. The wage rate for electric utilities will be the home rate or foreign property rate whichever is higher. Emergency work performed for non-electric utility customers will be paid at the prevailing rate or the home rate whichever is higher; overtime will be paid as outlined in Article 6, Section 6.02 for all non-electrical utilities. Lewis Tree Service will follow hour of service requirements provided by Federal DOT Regulations.

ARTICLE 7

General Working Conditions

Section 7.01 - The Employer agrees to pay its employees, covered by this Agreement, wages as stated in the wage scale of this Agreement.

Section 7.02 - For employees covered by this Agreement, the Employer shall make regular payment to the appropriate state and federal agencies for social security, worker's compensation and unemployment insurance and shall furnish satisfactory proof of such to the Union on request.

Section 7.03 - Wages shall be paid weekly, not later than quitting time on Friday and not more than one week's wages may be withheld at any time. Any employee not receiving pay by 4:30 PM on Friday may request an advance. The Employer will continue to make every effort to pay on Thursday. Pay will be made by Direct Deposit or through the US Mail. All Employees hired after March 6, 2010, will receive pay by direct deposit or pay card.

Section 7.04 - Newly hired employees shall be considered to be probationary employees until they have been on the payroll for ninety (90) working days, which period shall be considered a trial period. During said period any such employee may at the exclusive discretion of the Employer be discharged without cause or notice.

Section 7.05 - An employee injured on the job shall be paid in full for the day of injury as per his normal working hours. The crew he is with will complete their normal workday. Lewis Tree Service will e-mail an Accident Log to the union every week showing the following:

Employee name, date of accident, date accident reported, type of accident, GF, Crew Leader, and description of accident. Union to notify the Risk Management Department if they feel there are any discrepancies. In the event of an OSHA Recordable Accident, a copy of the accident report will be mailed to the employee.

Section 7.06 - In the event time is lost due to inclement weather, employees may make up such time by working not more than eight (8) hours at the applicable rate of pay on the Saturday immediately following such lost time.

Section 7.07 - All employees must have a valid driver's license. All employees must have the appropriate driver's license and medical cards where necessary to operate a vehicle.

Section 7.08 -

A. All employees in the foreman classifications as of January 1st of the existing year shall receive an allowance up to \$ 150.00 per year for his own personal gear. This gear shall consist of rain wear, gloves, approved work boots and tool box with tools consisting of at least a hammer, screwdrivers, pliers, crescent wrench, socket set and

jumper cables. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

B. All employees in classification other than foreman as of January 1st of the existing year shall receive an allowance of \$ 75.00 per year for his personal gear. This gear shall consist of rain wear and gloves. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

C. Reimbursement for all personal gear shall be by valid receipt only. Receipts for purchases made shall be submitted between June 1st and June 30th for purchases made. Payment will be made within three weeks following approval of tool allowance request. Payment will not be made again until the following June for purchases made during that twelve month period.

Section 7.09 - Employees required to begin work two (2) hours before the regular starting time or to continue work two (2) hours past the regular quitting time and every four (4) hours thereafter shall be entitled to a meal allowance of \$10.50. A valid receipt for each meal must be submitted with the weekly time reports for immediate reimbursement for the following pay period.

Section 7.10 - All employees shall stay with the truck at his appropriate parking spot until posted quitting time every day. This time shall be used to maintain their truck and make out the daily paperwork. Anyone found leaving the job site early, either by the Employer or a customer, shall be docked the appropriate amount of time for the whole crew.

Section 7.11 - All employees shall be issued by the employer the following mandated personal safety equipment as applicable to perform their job safely at no charge. This equipment shall be replaced according to O.S.H.A. specifications on an as needed basis.

1. Hard hat
2. Pair of leg chaps
3. Pair of safety glasses
4. Reflective vest or equivalent
5. Hearing protection

All of this safety equipment shall be worn at the proper time. If this equipment is lost, stolen or broken due to neglect, etc., during the course of the year, the employee shall purchase said equipment at the posted applicable rate. If the employee does not have the proper equipment issued, he will not be allowed to work until it is acquired and will in turn be issued a safety warning notice. It shall be the responsibility of the employee to wear personal clothing items in compliance with both OSHA and the utility. Uniforms and Fire Retardant Clothing if required will be provided by employer.

Section 7.12 – Personal Electronic Devices are restricted from use during working hours, and shall remain in the Employee's personal vehicle or the Company vehicle during working hours. Any company issued devices, or approved devices, shall be used in accordance with the company policies regarding electronic devices and their usage. Discipline shall be progressive and each violation shall be documented.

ARTICLE 8

Job Classifications

Section 8.01 - All promotions shall be based upon procedures outlined in the Employer's Safety and Training Manual.

Section 8.02 - A tree trimmer who takes a crew out on a temporary basis shall be paid "B" Foreman rate unless they have previously been rated as "A" Foreman. In which case, they shall be paid "A:" Foreman rate.

ARTICLE 9

Benefits

Section 9.01 – Holidays - All employees covered by this Agreement shall be entitled to ten (10) holidays off with pay. Holidays may be arranged to coincide with the Utility whose property the Employer is working on. At no time shall the employee receive less than the ten (10) paid holidays.

All employees must be employed at least sixty (60) days prior to the holiday to be eligible for that holiday pay and must have worked the last scheduled workday before and the next scheduled workday following the holiday unless otherwise excused by management.

Section 9.02 - Vacation plan - All employees covered by this Agreement are entitled to a paid vacation as determined by length of continuous service. The vacation period shall be January 1st through December 31st. When possible vacations will be taken in weekly segments, with prior employer approval segments of less than one week may be used. All vacation time must be used during the calendar year that it is due. Vacation cannot be cumulative from year to year. All vacation entitlements shall be based on January 1st anniversary date, after the employee's first twelve months or less of employment.

A. (1) All employees having one year or less of continuous service with the employer prior to January 1st of the current year shall receive vacation based on the schedule below, provided the employee has completed their probationary period. This January 1st will be considered as their first anniversary date.

EMPLOYMENT	NO OF DAYS ENTITLED
Jan, Feb, March	5
April, May, June	4
July, Aug., Sept.	3
Oct., Nov., Dec.,	2

(2) All employees having continuous service on their second January 1st anniversary date shall be entitled to five (5) days' vacation with pay.

(3) All employees having continuous service on their third January 1st anniversary date shall be entitled to ten (10) days' vacation with pay.

(4) All employees having continuous service on their tenth January 1st anniversary date shall be entitled to fifteen (15) days vacation with pay.

(5) All employees having continuous service on their twentieth January 1st date shall be entitled to twenty (20) days' vacation with pay.

B. Regardless of the above vacation provisions, no employee shall be eligible for full paid vacation unless they have 1850 "Good Time" hours in the preceding year.

"Good Time" hours are defined as hours worked and paid benefit hours. If 1850 "Good Time" hours were not accumulated, vacations will be pro-rated.

C. If any one of the paid holidays listed in this Agreement occurs while an employee is on vacation, that employee shall be entitled to an additional day of vacation either at the beginning or the end of his scheduled vacation period or a day's pay in lieu thereof. Employees will be required to select the day off in lieu of holiday during vacation, at the time of vacation selections, or a day's pay in lieu thereof, if desired.

D. Employees who are working as Foremen the week prior to their vacation shall be paid at the Foremen rate for vacation.

E. The Employer shall post a vacation schedule in January of each year. All vacation picks must be made by March 15th of that year. Seniority shall govern the vacation picks however, such vacation must be in by March 15th or the employee will lose their seniority pick.

F. The number of employees permitted to go on vacation at one time is governed by the employer and its needs. If an employee splits his vacation, he will be allowed only one (1) choice of dates, taking his remaining vacation only after other employees in order of seniority have exercised their choice of dates.

Section 9.03 - Personal Well Days - All employees covered by this Agreement who have completed one (1) year of continuous service from date of hire, shall be entitled to three (3)

personal well days with pay during the course of a year with perfect attendance in three defined periods.

A. One (1) day to be earned for each four months perfect attendance (Period I starts January 1 and ends April 30, Period II starts May 1 and ends August 31, Period III starts September 1 and ends December 31).

B. Perfect attendance requires an employee to work every workday within the periods. All union benefit days to be counted as work days providing they were scheduled in advance by mutual agreement.

C. Personal well days are to be scheduled in advance by mutual agreement. Mutual agreement cannot be denied when employees give one or more week's notice of the requested day off. Personal well days may be used as a sick or emergency day off without prior notice, provided call in procedures are followed.

D. Personal well days may be used during extreme inclement weather where it is impossible to get a crew out working due to such conditions. These days must be authorized by the General Foreman and/or Division Manager unless the day is used under (C) above.

E. Personal well days must be used within a calendar year; well days earned during the last third of the year must be used within the first four months of the following year.

Section 9.04 - (A) Insurance Plan -The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The initial rate schedule is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$52.93	\$97.70	\$130.04

(B) Life Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a \$ 50,000.00 Life Insurance Plan, effective January 1, 2011. All Employees are responsible to inform the Employer, in writing of any changes in their beneficiary selection for this plan.

(C) Disability Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a Disability Insurance Program,

effective January 1, 2011. The plan will provide a weekly pay benefit of 70% of the normal weekly (40 hour) pay with a maximum of \$ 300.00 per week.

Section 9.05 - Bereavement Plan, When an employee with at least one hundred twenty (120) days of employment is absent from work for the purpose of arranging for or attending a funeral for member of his immediate family, the Employer, will pay for eight (8) hours at his regular straight time pay for each work day missed, up to a maximum of three (3) consecutive work days. Immediate family is defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, and father-in-law. One (1) paid day is allowed for grandmother and grandfather, two (2) additional unpaid days will be allowed in extreme cases.

Section 9.06 - Pension Plan, All employees with sixty (60) or more days of employment shall be eligible to participate in the Lewis Tree Service, Inc. Savings and Investment 401 (k) Plan.

- A. Effective March 26, 2010, the Employer agrees to make a one percent (1%) matching contribution of the Employee's gross wages into the plan.
- B. Effective January 30, 2011, the Employer agrees to increase their current one percent (1%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.
- C. Effective January 29, 2012, the Employer agrees to increase their current one and one-half percent (1.5%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

The new matching Lewis Tree Service, Inc. Savings and Investment 401(k) Pension Plan is a voluntary plan. Open enrollment will be from November 1st – December 31st of each year. The plan year will be based on the fiscal year from January 1st – December 31st of each year.

ARTICLE 10

Grievances and Arbitration Procedure

Section 10.01 - There shall be no stoppage of work by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 10.02 - Whenever any dispute or grievance arises, it will be considered and adjusted by conference as follows:

A. Conference between the employee involved, the Union Steward, and the employee's General Foreman. Any resolution will be consistent with the terms of Agreement.

B. Any dispute or grievance not adjusted in step (A) shall be within ten working days (following the answer at Step A) reduced to writing and submitted by the Union to the Employer's Area Manager.

C. Any dispute or grievance not adjusted in Step B shall be advanced by the Union to the Employer's corporate office within ten (10) working days following the answer at Step B.

D. In the event that the parties do not reach a mutually satisfactory settlement of the matter in controversy as provided in Step C, either party may, within twenty (20) working days following the answer in Step C, file a demand for arbitration by giving written notice to the other party and to either The American Dispute Resolution Center, The American Arbitration Association, The Federal Mediation Service or alternatively, if empanelled to a Board of Arbitrators consisting of 3 members, one of whom shall be designated by the Union, one of whom shall be designated by the Employer and a third neutral member mutually selected by the Union and the Employer. Such Board shall be empanelled if the names and address of the three Arbitrators are available to the Union and the Employer. In such a case, a demand for Arbitration with the panel shall be forwarded within the above twenty (20) working day period to the "neutral member" who will notify the Employer and Union designated arbitrators and conduct a hearing of the matter as soon as possible, but in any event within forty-five (45) days of receipt by the neutral of the arbitration demand, unless an extension is mutually agreed upon by the Union and the Employer. The Arbitration Panel will issue a written decision and award within thirty (30) days after hearing the case unless by mutual agreement of the parties and extension is granted. Such decision shall be final and binding upon the parties if agreed upon by a majority of the arbitration panel. In the event, the matter is filed with the ADRC, then the case will be heard and decided pursuant to the ADRC labor arbitration rules.

E. Upon the written request of either party within the time limit of any step, such time limit may be extended by mutual consent.

Section 10.03 - Any matter to be processed as a grievance hereunder shall be initiated within ten (10) days from the date of its occurrence, or the date upon which any employee or the Union became knowledgeable of such grievance, but not to exceed thirty (30) days from the date of occurrence or the matter shall be considered waived.

Section 10.04 - Any grievance not processed in accordance with the time limits of the procedure shall be considered waived.

ARTICLE 11

Section 11.01 - The Employer and the Union practices and policies are administered in accordance with pertinent state and federal laws including Title VII of the Civil Rights Act of 1964, as amended: Executive order 11246, Section 503 of the Rehabilitation Act of 1973, Age Discrimination in Employment Act of 1967, Equal Pay Act of 1963, Vietnam – Era Veterans Assistance Act of 1974 and all other legislation prohibiting discrimination.

ARTICLE 12

Binding Clause

Section 12.01 - “Should any provision of the 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.

ARTICLE 13

Wage Rates

Section 13.01 - The following wage rates shall remain in effect for the term of this agreement.

STANDARD RATES – NORTHEAST UTILITIES

<u>CLASSIFICATION</u>	<u>5/18/14</u>	<u>2/1/15</u>	<u>1/31/16</u>
LEAD FOREMAN	\$24.42	\$25.03	\$25.66
FOREMAN "A"	\$22.89	\$23.46	\$24.05
FOREMAN "B"	\$20.46	\$20.97	\$21.49
SPRAY FOREMAN	\$20.46	\$20.97	\$21.49
TREE TRIMMER I	\$18.40	\$18.86	\$19.33
TREE TRIMMER II	\$17.39	\$17.83	\$18.28
TREE TRIMMER III	\$16.37	\$16.78	\$17.20
SPRAYMAN	\$16.37	\$16.78	\$17.20
GROUNDMAN	\$15.34	\$15.73	\$16.12
GROUNDMAN- start	\$12.27	\$12.58	\$12.89

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

SIGNED FOR :
Lewis Tree Service, Inc.

By *M. Moffitt*
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

By *James W. Hinga*
Senior Vice President

Date: 07/18/2014

Date: 8/20/2014



MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. The parties hereby agree that the ten guaranteed paid holidays as outlined in Article IX, Section 9.01 of the collective bargaining agreement are observed as follows:

All Divisions will be given the following holidays off with pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Division 20 Employees shall be given the following holiday off with pay:

Good Friday

Division 25 and Division 42 shall be given the following holiday off with pay:

Columbus Day

 SR VP
Lewis Tree Service, Inc.

4/25/12
Date


IBEW Local 42


4/23/13
Date

MEMORANDUM OF AGREEMENT

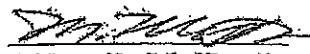
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

Safety Committee

- I. The parties hereby agree that a joint safety and training committee comprised of four (4) Employer management personnel and four (4) I.B.E.W. Local 42 members will meet three (3) times annually to advance the safety, training and professionalism of the Employer, the IBEW Representatives and the Members in the employer's employ. Every best effort will be made to meet in February, July and October, meetings will last a minimum of four (4) hours. Committee membership will rotate every two (2) years.


Senior Vice President
Lewis Tree Service, Inc.

8/20/2014
Date


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

07/18/2014
Date


AMENDMENT
to the
COLLECTIVE BARGAINING AGREEMENT

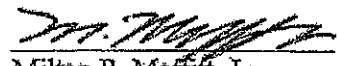
Between
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. Article 9, Section 9.04 - (A) Insurance Plan - The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the Employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The rate schedule, effective January 1, 2014 is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 58.61	\$ 106.91	\$ 141.82
Cigna PPO Dental	\$ 3.30	Not applicable	\$ 5.57


James W. Stenger
Senior Vice President/CFO
Lewis Tree Service, Inc.


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

12-23-14
Date



12/22/2014
Date

AGREEMENT BETWEEN

LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF NSTAR ELECTRIC & GAS)

AND

LOCAL UNION 42

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2014 - 2017

LEWIS TREE SERVICE, INC.

AGREEMENT

This Agreement made as of the 18TH day of May, 2014 by and between Lewis Tree Service, Inc., hereinafter referred to as the "Employer" and Local Union 42, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union"

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:

ARTICLE 1

Effective Date

Section 1.01 - This Agreement shall take effect as of May 18, 2014 and shall remain in effect through January 28, 2017. This Agreement may continue in effect from year to year thereafter, unless terminated as provided for in Section 1.02 of this Article.

Section 1.02 - Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to the anniversary date. However, when notice for changes only is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes the original provision shall remain in full force and effect. Notice from either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 - This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments to be executed by the parties in the same manner as this Agreement and be approved by the International Office of the Union and the Board of Directors of Lewis Tree Service, Inc.

ARTICLE 2

Union Recognition and Security

Section 2.01 –

A. The Employer recognizes the Union as the exclusive representative of all of its employees within the bargaining unit, excluding the supervisors, general foremen and clerical, for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of NStar Electric and Gas Corporation, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

Section 2.02 - Subject to applicable federal and state law, 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 day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.03 - The Employer will notify the Union in writing as to the same. Classification and wage rate of all new employees within thirty (30) days after the time of their hiring date.

Section 2.04 - 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. Working dues shall be assessed only on hours worked. Therefore, no assessments shall be deducted on the following pay: vacation, bonus or incentive, holiday and personal well days.

Section 2.05 - Lewis Tree Service will e-mail a Training Log to the union every three weeks showing the following:

- a. Employee name, date test was taken, level of test, pass or fail, and GF name. Union to notify the Risk Management Department if they feel there are discrepancies.

ARTICLE 3

Union Rights and Responsibilities

Section 3.01 - The Union agrees to cooperate with the Employer to advance its legitimate interest by aiding the Employer to secure business which will provide employment for persons in the bargaining unit. Therefore, all work shall be performed under "The Code of Excellence".

Section 3.02 - The Union agrees that if during the life of this Agreement, it grants to any other Employer in the line clearance and tree trimming contracting industry 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 concession.

Section 3.03 - No member of the Union, while he remains a member of such Union and subject to employment by the employer under this Agreement shall himself become a contractor for the performance of any line clearance for public utilities or any trimming or tree removal work for other governmental agencies, nor solicit any work while on the Employer's time.

Section 3.04 - The representative of the Union shall be allowed access to Employer property and job site work locations at any reasonable time where employees are employed under the terms of this Agreement, providing advance notice is given to the Employer and work performance is not hindered.

Section 3.05 - The Union reserves the right to discipline its members for violation of its laws, rules and regulations.

Section 3.06 - The Union agrees that its members in the employ of the employer will perform efficient work and service. In as much as Foremen are covered by the agreement, the Union agrees that its Foreman members will perform efficiently as Foreman, in the best interest of the employer. Lead Foreman will perform all functions of the Foreman classification and in addition - job supervision limited to the following:

A. The issuance of oral and or written warnings to employees working within the Lead Foreman's assigned crews for violations limited to explicit direction of the Lead Foreman's General Foreman. The Lead Foreman shall not be involved in the disciplinary process beyond the issuance of warnings. Crews assigned to a Lead Foreman need not be within sight or sound of one another.

B. Crews working under the direction of a Lead Foreman will consist of no more than three employees working within sight or sound distance of one another. One member of every crew shall be either a Lead Foreman or an employee of Foreman classification. No Lead Foreman will be assigned more than three, three person crews simultaneously. The three-crew limitation listed above shall include the crew within which the Lead Foreman is performing his Foreman duties. The Lead Foreman and his assigned crews shall be under the direction of one and the same General Foreman.

Section 3.07 - The Business Manager shall have the right to appoint a steward on any job where employees are employed under the terms of this Agreement. Such steward shall see that this Agreement is observed.

Section 3.08 - Management, defined as General Foreman and above, will only perform tree work under the following circumstances:

A. In extreme emergencies and only after following call-out procedures.

B. Where the work is minor in nature and related to the inspection of trouble tickets and pre-inspection of completed work. The work will be limited to that which can accomplish with a hand or pole saw on services only.

ARTICLE 4

Company Rights and Responsibilities

Section 4.01 - The Union recognizes that the supervision and control of all operations and the direction of working forces are vested exclusively in the Company and the union recognizes the right of the Employer to hire, discharge, layoff, suspend, discipline, promote, demote or transfer any employee or employees of the Company for any just cause. The Union also recognizes that the Employer has the right to make and enforce its Safety and Training Manual rules governing absenteeism, tardiness, efficiency, safety and other working conditions. However, such right is subject to the limitation hereinafter imposed by this Agreement.

Section 4.02 – Any rights or authority the employer had prior to the certification of the Union are retained by the Employer, except those rights which are specifically and explicitly modified by the express provisions of this Agreement.

Section 4.03 – The Employer agrees that the duly appointed Union Stewards shall be allowed up to one (1) day each per year for Union/Employer business at no loss of pay. Stewards shall give Employer at least one (1) weeks prior notice. The Employer will be notified in writing within seven (7) business days of a change of Stewards or the new appointment of a Steward.

Section 4.04 – All employees will have a monthly crew evaluation, the evaluation will be reviewed with the employee and improvements suggested, if needed. A copy of all unsatisfactory evaluations will be sent to the Union Business Manager within seven (7) working days of said evaluation. If performance is not within acceptable levels following this conference, a second meeting will be held to determine appropriate action, which may include transfer or discipline, up to and including termination as provided in Section 4.01.

Section 4.05 – The Union agrees that the Employer can immediately dismiss employees for the unauthorized use of Employer equipment as long as it is properly documented. However, the Union holds the right to grieve these issues.

Section 4.06 – The Employer has developed and implemented Safety and Training programs that will meet or exceed federal and state requirements. It is required that all employees attend these programs, when at least two weeks notice is given to the employee and Union. If the employee does not attend he must provide proof to the Employer by certification, award, or designation that he had the same or equivalent training elsewhere. The proof must be provided within fifteen (15) days unless the employee was properly excused. Failure to do so may result in termination. The Union holds the right to grieve any dismissal.

Section 4.07 – A copy of all verbal and/or written Employee warnings is to be sent to the Union Business Manager within seven (7) working days of said occurrence.

ARTICLE 5

Seniority and Layoff

Section 5.01 – The term “Seniority” as used herein means Bargaining Unit Seniority, i.e. total length of service in the bargaining unit.

Section 5.02 – An Employee shall lose his seniority rights and/or status as an Employee.

A. If he resigns

B. If he is discharged for just cause

C. If he is absent for three (3) working days without notifying the Employer

D. If he fails to report for work at the expiration of any leave of absence or within five (5) days after expiration of said leave he fails to give reasons satisfactory to the Employer for not so reporting.

E. If, being physically able, he fails to report to work, within five (5) days after written or personal notice, from the employer to his last known address to report for work after layoff, or within a five (5) day period fails to give reason satisfactory to the Employer for not so reporting.

F. If he is laid off for lack of work for a period of more than twelve (12) months, unless otherwise mutually agreed on between the Employer and the Union.

G. When it becomes necessary to cut A or B Foremen back, the rate of pay will be no less than that of T1, or the employee will have the option of being laid off without recourse to any other section of this agreement.

Section 5.03 – When it becomes necessary to lay off employees, ability and qualifications being equal, employees shall be laid off in the inverse order of the date of their most recent employment date with the Employer. The Employer agrees to provide forty-eight (48) hours notice of layoff whenever possible. Each Employee terminating his employment will provide forty-eight (48) hours notice of intention to quit. Deviation from this hours notice in cases where special skills and abilities are a requirement may be made by agreement of the parties involved.

Section 5.04 – Person out of work due to injury on the job will be reinstated by the employer within a one (1) year time period from the date of injury with full seniority, a full medical release must be provided from the Employee's treating physician.

ARTICLE 6

Working Hours and Overtime

Section 6.01 – Eight (8) hours shall constitute a regular workday, Monday through Friday. HOURS TO BE REGULATED ACCORDING TO CUSTOMERS REQUEST. Any change in working hours will require a minimum notice of twenty-four (24) hours. When mutually agreed upon, four (4) ten (10) hour days may be worked at the straight time hourly rate: Monday through Thursday or Tuesday through Friday. All hours in excess of ten (10) hours per day shall be paid at the rate of time and one-half. On holiday weeks, schedules may be changed to accommodate the eight (8) hour pay for the holiday. These weeks, the scheduled work weeks will be eight (8) hours per day, Monday through Friday.

Section 6.02 – All work in excess of eight (8) hours straight time in any one day and after forty (40) hours straight time in one week, shall be paid at the rate of time and one half. Work performed outside of normal working hours (example 7:00a.m. – 3:30p.m. or other standard 8 hour days) will be paid at the rate of time and one half. All work performed on Holidays shall be paid at the rate of double time in addition to which eligible employees shall receive Holiday pay on the basis of eight (8) hours at the straight time rate of pay. All work performed on Sunday shall be paid at the rate of double time.

Section 6.03 – All regularly scheduled/unscheduled overtime hours, including emergency call out will be equally distributed by classification, seniority and performance, when under the Employer's control. All employees will be on call for emergency overtime.

Section 6.04 - Whenever possible twenty-four (24) hours' notice shall be given of planned overtime.

Section 6.05 - Employees called out for work outside of their regular working hours shall receive no less than three (3) hours at the applicable rate. The three hour minimum will not apply when overtime is an extension of the regular work day.

Section 6.06 – All emergency work performed for electric utilities outside of the employee's home utility will be paid at the rate of time and one half, the time and one half rate will be paid for all hours worked to include travel. When the employee arrives at the assigned show up location, the employee will be paid at the applicable rate until departure for the foreign work location. The wage rate for electric utilities will be the home rate or foreign property rate whichever is higher. Emergency work performed for non-electric utility customers will be paid at the prevailing rate or the home rate whichever is higher; overtime will be paid as outlined in Article 6, Section 6.02 for all non-electrical utilities. Lewis Tree Service will follow hour of service requirements provided by Federal DOT Regulations.

ARTICLE 7

General Working Conditions

Section 7.01 - The Employer agrees to pay its employees, covered by this Agreement, wages as stated in the wage scale of this Agreement.

Section 7.02 - For employees covered by this Agreement, the Employer shall make regular payment to the appropriate state and federal agencies for social security, worker's compensation and unemployment insurance and shall furnish satisfactory proof of such to the Union on request.

Section 7.03 - Wages shall be paid weekly, not later than quitting time on Friday and not more than one week's wages may be withheld at any time. Any employee not receiving pay by 4:30 PM on Friday may request an advance. The Employer will continue to make every effort to pay on Thursday. Pay will be made by Direct Deposit or through the US Mail. All Employees hired after March 6, 2010, will receive pay by direct deposit or pay card.

Section 7.04 - Newly hired employees shall be considered to be probationary employees until they have been on the payroll for ninety (90) working days, which period shall be considered a trial period. During said period any such employee may at the exclusive discretion of the Employer be discharged without cause or notice.

Section 7.05 - An employee injured on the job shall be paid in full for the day of injury as per his normal working hours. The crew he is with will complete their normal workday. Lewis Tree Service will e-mail an Accident Log to the union every week showing the following: Employee name, date of accident, date accident reported, type of accident, GF, Crew Leader, and description of accident. Union to notify the Risk Management Department if they feel there are any discrepancies. In the event of an OSHA Recordable Accident, a copy of the accident report will be mailed to the employee.

Section 7.06 - In the event time is lost due to inclement weather, employees may make up such time by working not more than eight (8) hours at the applicable rate of pay on the Saturday immediately following such lost time.

Section 7.07 - All employees must have a valid driver's license. All employees must have the appropriate driver's license and medical cards where necessary to operate a vehicle.

Section 7.08 –

A. All employees in the foreman classifications as of January 1st of the existing year shall receive an allowance up to \$ 150.00 per year for his own personal gear. This gear shall consist of rain wear, gloves, approved work boots and tool box with tools consisting of at least a hammer, screwdrivers, pliers, crescent wrench, socket set and

jumper cables. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

B. All employees in classification other than foreman as of January 1st of the existing year shall receive an allowance of \$ 75.00 per year for his personal gear. This gear shall consist of rain wear and gloves. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

C. Reimbursement for all personal gear shall be by valid receipt only. Receipts for purchases made shall be submitted between June 1st and June 30th for purchases made. Payment will be made within three weeks following approval of tool allowance request. Payment will not be made again until the following June for purchases made during that twelve month period.

Section 7.09 - Employees required to begin work two (2) hours before the regular starting time or to continue work two (2) hours past the regular quitting time and every four (4) hours thereafter shall be entitled to a meal allowance of \$10.50. A valid receipt for each meal must be submitted with the weekly time reports for immediate reimbursement for the following pay period.

Section 7.10 - All employees shall stay with the truck at his appropriate parking spot until posted quitting time every day. This time shall be used to maintain their truck and make out the daily paperwork. Anyone found leaving the job site early, either by the Employer or a customer, shall be docked the appropriate amount of time for the whole crew.

Section 7.11 - All employees shall be issued by the employer the following mandated personal safety equipment as applicable to perform their job safely at no charge. This equipment shall be replaced according to O.S.H.A. specifications on an as needed basis.

1. Hard hat
2. Pair of leg chaps
3. Pair of safety glasses
4. Reflective vest or equivalent
5. Hearing protection

All of this safety equipment shall be worn at the proper time. If this equipment is lost, stolen or broken due to neglect, etc., during the course of the year, the employee shall purchase said equipment at the posted applicable rate. If the employee does not have the proper equipment issued, he will not be allowed to work until it is acquired and will in turn be issued a safety warning notice. It shall be the responsibility of the employee to wear personal clothing items in compliance with both OSHA and the utility. Uniforms and Fire Retardant Clothing if required will be provided by employer.

Section 7.12 – Personal Electronic Devices are restricted from use during working hours, and shall remain in the Employee’s personal vehicle or the Company vehicle during working hours. Any company issued devices, or approved devices, shall be used in accordance with the company policies regarding electronic devices and their usage. Discipline shall be progressive and each violation shall be documented.

ARTICLE 8

Job Classifications

Section 8.01 - All promotions shall be based upon procedures outlined in the Employer’s Safety and Training Manual.

Section 8.02 - A tree trimmer who takes a crew out on a temporary basis shall be paid “B” Foreman rate unless they have previously been rated as “A” Foreman. In which case, they shall be paid “A” Foreman rate.

ARTICLE 9

Benefits

Section 9.01 – Holidays - All employees covered by this Agreement shall be entitled to ten (10) holidays off with pay. Holidays may be arranged to coincide with the Utility whose property the Employer is working on. At no time shall the employee receive less than the ten (10) paid holidays.

All employees must be employed at least sixty (60) days prior to the holiday to be eligible for that holiday pay and must have worked the last scheduled workday before and the next scheduled workday following the holiday unless otherwise excused by management.

Section 9.02 - Vacation plan - All employees covered by this Agreement are entitled to a paid vacation as determined by length of continuous service. The vacation period shall be January 1st through December 31st. When possible vacations will be taken in weekly segments, with prior employer approval segments of less than one week may be used. All vacation time must be used during the calendar year that it is due. Vacation cannot be cumulative from year to year. All vacation entitlements shall be based on January 1st anniversary date, after the employee’s first twelve months or less of employment.

A. (1) All employees having one year or less of continuous service with the employer prior to January 1st of the current year shall receive vacation based on the schedule below, provided the employee has completed their probationary period. This January 1st will be considered as their first anniversary date.

EMPLOYMENT	NO OF DAYS ENTITLED
Jan, Feb, March	5
April, May, June	4
July, Aug., Sept.	3
Oct., Nov., Dec.,	2

(2) All employees having continuous service on their second January 1st anniversary date shall be entitled to five (5) days' vacation with pay.

(3) All employees having continuous service on their third January 1st anniversary date shall be entitled to ten (10) days' vacation with pay.

(4) All employees having continuous service on their tenth January 1st anniversary date shall be entitled to fifteen (15) days vacation with pay.

(5) All employees having continuous service on their twentieth January 1st date shall be entitled to twenty (20) days' vacation with pay.

B. Regardless of the above vacation provisions, no employee shall be eligible for full paid vacation unless they have 1850 "Good Time" hours in the preceding year. "Good Time" hours are defined as hours worked and paid benefit hours. If 1850 "Good Time" hours were not accumulated, vacations will be pro-rated.

C. If any one of the paid holidays listed in this Agreement occurs while an employee is on vacation, that employee shall be entitled to an additional day of vacation either at the beginning or the end of his scheduled vacation period or a day's pay in lieu thereof. Employees will be required to select the day off in lieu of holiday during vacation, at the time of vacation selections, or a day's pay in lieu thereof, if desired.

D. Employees who are working as Foremen the week prior to their vacation shall be paid at the Foremen rate for vacation.

E. The Employer shall post a vacation schedule in January of each year. All vacation picks must be made by March 15th of that year. Seniority shall govern the vacation picks however, such vacation must be in by March 15th or the employee will lose their seniority pick.

F. The number of employees permitted to go on vacation at one time is governed by the employer and its needs. If an employee splits his vacation, he will be allowed only one (1) choice of dates, taking his remaining vacation only after other employees in order of seniority have exercised their choice of dates.

Section 9.03 - Personal Well Days - All employees covered by this Agreement who have completed one (1) year of continuous service from date of hire, shall be entitled to three (3)

personal well days with pay during the course of a year with perfect attendance in three defined periods.

A. One (1) day to be earned for each four months perfect attendance (Period I starts January 1 and ends April 30, Period II starts May 1 and ends August 31, Period III starts September 1 and ends December 31).

B. Perfect attendance requires an employee to work every workday within the periods. All union benefit days to be counted as work days providing they were scheduled in advance by mutual agreement.

C. Personal well days are to be scheduled in advance by mutual agreement. Mutual agreement cannot be denied when employees give one or more week's notice of the requested day off. Personal well days may be used as a sick or emergency day off without prior notice, provided call in procedures are followed.

D. Personal well days may be used during extreme inclement weather where it is impossible to get a crew out working due to such conditions. These days must be authorized by the General Foreman and/or Division Manager unless the day is used under (C) above.

E. Personal well days must be used within a calendar year; well days earned during the last third of the year must be used within the first four months of the following year.

Section 9.04 - (A) Insurance Plan -The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The initial rate schedule is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 52.93	\$ 97.70	\$ 130.04

(B) Life Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a \$ 50,000.00 Life Insurance Plan, effective January 1, 2011. All Employees are responsible to inform the Employer, in writing of any changes in their beneficiary selection for this plan.

(C) Disability Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a Disability Insurance Program, effective January 1, 2011. The plan will provide a weekly pay benefit of 70% of the normal weekly (40 hour) pay with a maximum of \$ 300.00 per week.

Section 9.05 - Bereavement Plan, When an employee with at least one hundred twenty (120) days of employment is absent from work for the purpose of arranging for or attending a funeral for member of his immediate family, the Employer, will pay for eight (8) hours at his regular straight time pay for each work day missed, up to a maximum of three (3) consecutive work days. Immediate family is defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, and father-in-law. One (1) paid day is allowed for grandmother and grandfather, two (2) additional unpaid days will be allowed in extreme cases.

Section 9.06 - Pension Plan, All employees with sixty (60) or more days of employment shall be eligible to participate in the Lewis Tree Service, Inc. Savings and Investment 401 (k) Plan.

A. Effective March 26, 2010, the Employer agrees to make a one percent (1%) matching contribution of the Employee's gross wages into the plan.

B. Effective January 30, 2011, the Employer agrees to increase their current one percent (1%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

C. Effective January 29, 2012, the Employer agrees to increase their current one and one-half percent (1.5%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

The new matching Lewis Tree Service, Inc. Savings and Investment 401(k) Pension Plan is a voluntary plan. Open enrollment will be from November 1st – December 31st of each year. The plan year will be based on the fiscal year from January 1st – December 31st of each year.

ARTICLE 10

Grievances and Arbitration Procedure

Section 10.01 - There shall be no stoppage of work by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 10.02 - Whenever any dispute or grievance arises, it will be considered and adjusted by conference as follows:

A. Conference between the employee involved, the Union Steward, and the employee's General Foreman. Any resolution will be consistent with the terms of Agreement.

B. Any dispute or grievance not adjusted in step (A) shall be within ten working days (following the answer at Step A) reduced to writing and submitted by the Union to the Employer's Area Manager.

C. Any dispute or grievance not adjusted in Step B shall be advanced by the Union to the Employer's corporate office within ten (10) working days following the answer at Step B.

D. In the event that the parties do not reach a mutually satisfactory settlement of the matter in controversy as provided in Step C, either party may, within twenty (20) working days following the answer in Step C, file a demand for arbitration by giving written notice to the other party and to either The American Dispute Resolution Center, The American Arbitration Association, The Federal Mediation Service or alternatively, if empanelled to a Board of Arbitrators consisting of 3 members, one of whom shall be designated by the Union, one of whom shall be designated by the Employer and a third neutral member mutually selected by the Union and the Employer. Such Board shall be empanelled if the names and address of the three Arbitrators are available to the Union and the Employer. In such a case, a demand for Arbitration with the panel shall be forwarded within the above twenty (20) working day period to the "neutral member" who will notify the Employer and Union designated arbitrators and conduct a hearing of the matter as soon as possible, but in any event within forty-five (45) days of receipt by the neutral of the arbitration demand, unless an extension is mutually agreed upon by the Union and the Employer. The Arbitration Panel will issue a written decision and award within thirty (30) days after hearing the case unless by mutual agreement of the parties and extension is granted. Such decision shall be final and binding upon the parties if agreed upon by a majority of the arbitration panel. In the event, the matter is filed with the ADRC, then the case will be heard and decided pursuant to the ADRC labor arbitration rules.

E. Upon the written request of either party within the time limit of any step, such time limit may be extended by mutual consent.

Section 10.03 - Any matter to be processed as a grievance hereunder shall be initiated within ten (10) days from the date of its occurrence, or the date upon which any employee or the Union became knowledgeable of such grievance, but not to exceed thirty (30) days from the date of occurrence or the matter shall be considered waived.

Section 10.04 - Any grievance not processed in accordance with the time limits of the procedure shall be considered waived.

ARTICLE 11

Section 11.01 - The Employer and the Union practices and policies are administered in accordance with pertinent state and federal laws including Title VII of the Civil Rights Act of 1964, as amended: Executive order 11246, Section 503 of the Rehabilitation Act of 1973, Age Discrimination in Employment Act of 1967, Equal Pay Act of 1963, Vietnam – Era Veterans Assistance Act of 1974 and all other legislation prohibiting discrimination.

ARTICLE 12

Binding Clause

Section 12.01 - “Should any provision of the 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.

ARTICLE 13
Wage Rates

Section 13.01 - The following wage rates shall remain in effect for the term of this agreement.

STANDARD RATES – NStar Electric and Gas Corporation

<u>CLASSIFICATION</u>	<u>5/18/2014</u>	<u>2/1/2015</u>	<u>1/31/2016</u>
LEAD FOREMAN	\$25.06	\$25.69	\$26.33
FOREMAN "A"	\$23.57	\$24.16	\$24.76
FOREMAN "B"	\$21.02	\$21.55	\$22.09
SPRAY FOREMAN	\$21.02	\$21.55	\$22.09
TREE TRIMMER I	\$18.94	\$19.42	\$19.91
TREE TRIMMER II	\$17.90	\$18.35	\$18.81
TREE TRIMMER III	\$16.85	\$17.27	\$17.70
SPRAYMAN	\$16.85	\$17.27	\$17.70
GROUNDMAN	\$15.79	\$16.19	\$16.60
GROUNDMAN- start	\$12.63	\$12.95	\$13.27

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

SIGNED FOR :
Lewis Tree Service, Inc.

By *M. Moffitt*
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

By *James A. Hinga*
Senior Vice President

Date: 07/18/2014

Date: 8/20/2014



MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. The parties hereby agree that the ten guaranteed paid holidays as outlined in Article IX, Section 9.01 of the collective bargaining agreement are observed as follows:

All Divisions will be given the following holidays off with pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Division 20 Employees shall be given the following holiday off with pay:

Good Friday

Division 25 and Division 42 shall be given the following holiday off with pay:

Columbus Day


James L. Stacey, Sr. VP
Lewis Tree Service, Inc.

4/25/12
Date


M. M. M. M.
IBEW Local 42

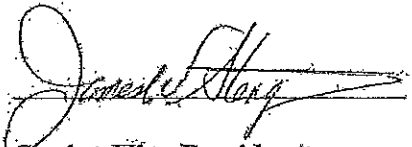
4/23/13
Date

MEMORANDUM OF AGREEMENT

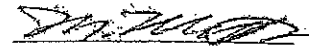
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

Safety Committee

- I. The parties hereby agree that a joint safety and training committee comprised of four (4) Employer management personnel and four (4) I.B.E.W. Local 42 members will meet three (3) times annually to advance the safety, training and professionalism of the Employer, the IBEW Representatives and the Members in the employer's employ. Every best effort will be made to meet in February, July and October, meetings will last a minimum of four (4) hours. Committee membership will rotate every two (2) years.


Senior Vice President
Lewis Tree Service, Inc.

8/20/2014
Date


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

07/18/2014
Date


AMENDMENT
to the
COLLECTIVE BARGAINING AGREEMENT

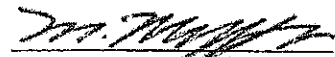
Between
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. Article 9, Section 9.04 - (A) Insurance Plan - The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the Employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The rate schedule, effective January 1, 2014 is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 58.61	\$ 106.91	\$ 141.82
Cigna PPO Dental	\$ 3.30	Not applicable	\$ 5.57


James W. Stenger
Senior Vice President/CFO
Lewis Tree Service, Inc.


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

12-23-14
Date

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

Jan 21, 2015

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

12/22/2014
Date

AGREEMENT BETWEEN

LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF UNITED ILLUMINATING)

AND

LOCAL UNION 42

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2014 - 2017

LEWIS TREE SERVICE, INC.

AGREEMENT

This Agreement made as of the 18TH day of May, 2014 by and between Lewis Tree Service, Inc., hereinafter referred to as the “Employer” and Local Union 42, of the International Brotherhood of Electrical Workers, hereinafter referred to as the “Union”

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:

ARTICLE 1

Effective Date

Section 1.01 - This Agreement shall take effect as of May 18, 2014 and shall remain in effect through January 28, 2017. This Agreement may continue in effect from year to year thereafter, unless terminated as provided for in Section 1.02 of this Article.

Section 1.02 - Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to the anniversary date. However, when notice for changes only is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes the original provision shall remain in full force and effect. Notice from either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 - This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments to be executed by the parties in the same manner as this Agreement and be approved by the International Office of the Union and the Board of Directors of Lewis Tree Service, Inc.

ARTICLE 2

Union Recognition and Security

Section 2.01 –

A. The Employer recognizes the Union as the exclusive representative of all of its employees within the bargaining unit, excluding the supervisors, general foremen and clerical, for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of United Illuminating, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

Section 2.02 - Subject to applicable federal and state law, 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 day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.03 - The Employer will notify the Union in writing as to the same. Classification and wage rate of all new employees within thirty (30) days after the time of their hiring date.

Section 2.04 - 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. Working dues shall be assessed only on hours worked. Therefore, no assessments shall be deducted on the following pay: vacation, bonus or incentive, holiday and personal well days.

Section 2.05 - Lewis Tree Service will e-mail a Training Log to the union every three weeks showing the following:

- a. Employee name, date test was taken, level of test, pass or fail, and GF name. Union to notify the Risk Management Department if they feel there are discrepancies.

ARTICLE 3

Union Rights and Responsibilities

Section 3.01 - The Union agrees to cooperate with the Employer to advance its legitimate interest by aiding the Employer to secure business which will provide employment for persons in the bargaining unit. Therefore, all work shall be performed under "The Code of Excellence".

Section 3.02 - The Union agrees that if during the life of this Agreement, it grants to any other Employer in the line clearance and tree trimming contracting industry 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 concession.

Section 3.03 - No member of the Union, while he remains a member of such Union and subject to employment by the employer under this Agreement shall himself become a contractor for the performance of any line clearance for public utilities or any trimming or tree removal work for other governmental agencies, nor solicit any work while on the Employer's time.

Section 3.04 - The representative of the Union shall be allowed access to Employer property and job site work locations at any reasonable time where employees are employed under the terms of this Agreement, providing advance notice is given to the Employer and work performance is not hindered.

Section 3.05 - The Union reserves the right to discipline its members for violation of its laws, rules and regulations.

Section 3.06 - The Union agrees that its members in the employ of the employer will perform efficient work and service. In as much as Foremen are covered by the agreement, the Union agrees that its Foreman members will perform efficiently as Foreman, in the best interest of the employer. Lead Foreman will perform all functions of the Foreman classification and in addition - job supervision limited to the following:

A. The issuance of oral and or written warnings to employees working within the Lead Foreman's assigned crews for violations limited to explicit direction of the Lead Foreman's General Foreman. The Lead Foreman shall not be involved in the disciplinary process beyond the issuance of warnings. Crews assigned to a Lead Foreman need not be within sight or sound of one another.

B. Crews working under the direction of a Lead Foreman will consist of no more than three employees working within sight or sound distance of one another. One member of every crew shall be either a Lead Foreman or an employee of Foreman classification. No Lead Foreman will be assigned more than three, three person crews simultaneously. The three-crew limitation listed above shall include the crew within which the Lead Foreman is performing his Foreman duties. The Lead Foreman and his assigned crews shall be under the direction of one and the same General Foreman.

Section 3.07 - The Business Manager shall have the right to appoint a steward on any job where employees are employed under the terms of this Agreement. Such steward shall see that this Agreement is observed.

Section 3.08 - Management, defined as General Foreman and above, will only perform tree work under the following circumstances:

- A. In extreme emergencies and only after following call-out procedures.
- B. Where the work is minor in nature and related to the inspection of trouble tickets and pre-inspection of completed work. The work will be limited to that which can accomplish with a hand or pole saw on services only.

ARTICLE 4

Company Rights and Responsibilities

Section 4.01 - The Union recognizes that the supervision and control of all operations and the direction of working forces are vested exclusively in the Company and the union recognizes the right of the Employer to hire, discharge, layoff, suspend, discipline, promote, demote or transfer any employee or employees of the Company for any just cause. The Union also recognizes that the Employer has the right to make and enforce its Safety and Training Manual rules governing absenteeism, tardiness, efficiency, safety and other working conditions. However, such right is subject to the limitation hereinafter imposed by this Agreement.

Section 4.02 – Any rights or authority the employer had prior to the certification of the Union are retained by the Employer, except those rights which are specifically and explicitly modified by the express provisions of this Agreement.

Section 4.03 – The Employer agrees that the duly appointed Union Stewards shall be allowed up to one (1) day each per year for Union/Employer business at no loss of pay. Stewards shall give Employer at least one (1) weeks prior notice. The Employer will be notified in writing within seven (7) business days of a change of Stewards or the new appointment of a Steward.

Section 4.04 – All employees will have a monthly crew evaluation, the evaluation will be reviewed with the employee and improvements suggested, if needed. A copy of all unsatisfactory evaluations will be sent to the Union Business Manager within seven (7) working days of said evaluation. If performance is not within acceptable levels following this conference, a second meeting will be held to determine appropriate action, which may include transfer or discipline, up to and including termination as provided in Section 4.01.

Section 4.05 – The Union agrees that the Employer can immediately dismiss employees for the unauthorized use of Employer equipment as long as it is properly documented. However, the Union holds the right to grieve these issues.

Section 4.06 – The Employer has developed and implemented Safety and Training programs that will meet or exceed federal and state requirements. It is required that all employees attend these programs, when at least two weeks notice is given to the employee and Union. If the employee does not attend he must provide proof to the Employer by certification, award, or designation that he had the same or equivalent training elsewhere. The proof must be provided within fifteen (15) days unless the employee was properly excused. Failure to do so may result in termination. The Union holds the right to grieve any dismissal.

Section 4.07 – A copy of all verbal and/or written Employee warnings is to be sent to the Union Business Manager within seven (7) working days of said occurrence.

ARTICLE 5

Seniority and Layoff

Section 5.01 – The term “Seniority” as used herein means Bargaining Unit Seniority, i.e. total length of service in the bargaining unit.

Section 5.02 – An Employee shall lose his seniority rights and/or status as an Employee.

A. If he resigns

B. If he is discharged for just cause

C. If he is absent for three (3) working days without notifying the Employer

D. If he fails to report for work at the expiration of any leave of absence or within five (5) days after expiration of said leave he fails to give reasons satisfactory to the Employer for not so reporting.

E. If, being physically able, he fails to report to work, within five (5) days after written or personal notice, from the employer to his last known address to report for work after layoff, or within a five (5) day period fails to give reason satisfactory to the Employer for not so reporting.

F. If he is laid off for lack of work for a period of more than twelve (12) months, unless otherwise mutually agreed on between the Employer and the Union.

G. When it becomes necessary to cut A or B Foremen back, the rate of pay will be no less than that of T1, or the employee will have the option of being laid off without recourse to any other section of this agreement.

Section 5.03 – When it becomes necessary to lay off employees, ability and qualifications being equal, employees shall be laid off in the inverse order of the date of their most recent employment date with the Employer. The Employer agrees to provide forty-eight (48) hours notice of layoff whenever possible. Each Employee terminating his employment will provide forty-eight (48) hours notice of intention to quit. Deviation from this hours notice in cases where special skills and abilities are a requirement may be made by agreement of the parties involved.

Section 5.04 – Person out of work due to injury on the job will be reinstated by the employer within a one (1) year time period from the date of injury with full seniority, a full medical release must be provided from the Employee's treating physician.

ARTICLE 6

Working Hours and Overtime

Section 6.01 – Eight (8) hours shall constitute a regular workday, Monday through Friday. HOURS TO BE REGULATED ACCORDING TO CUSTOMERS REQUEST. Any change in working hours will require a minimum notice of twenty-four (24) hours. When mutually agreed upon, four (4) ten (10) hour days may be worked at the straight time hourly rate: Monday through Thursday or Tuesday through Friday. All hours in excess of ten (10) hours per day shall be paid at the rate of time and one-half. On holiday weeks, schedules may be changed to accommodate the eight (8) hour pay for the holiday. These weeks, the scheduled work weeks will be eight (8) hours per day, Monday through Friday.

Section 6.02 – All work in excess of eight (8) hours straight time in any one day and after forty (40) hours straight time in one week, shall be paid at the rate of time and one half. Work performed outside of normal working hours (example 7:00a.m. – 3:30p.m. or other standard 8 hour days) will be paid at the rate of time and one half. All work performed on Holidays shall be paid at the rate of double time in addition to which eligible employees shall receive Holiday pay on the basis of eight (8) hours at the straight time rate of pay. All work performed on Sunday shall be paid at the rate of double time.

Section 6.03 – All regularly scheduled/unscheduled overtime hours, including emergency call out will be equally distributed by classification, seniority and performance, when under the Employer's control. All employees will be on call for emergency overtime.

Section 6.04 - Whenever possible twenty-four (24) hours' notice shall be given of planned overtime.

Section 6.05 - Employees called out for work outside of their regular working hours shall receive no less than three (3) hours at the applicable rate. The three hour minimum will not apply when overtime is an extension of the regular work day.

Section 6.06 – All emergency work performed for electric utilities outside of the employee's home utility will be paid at the rate of time and one half, the time and one half rate will be paid for all hours worked to include travel. When the employee arrives at the assigned show up location, the employee will be paid at the applicable rate until departure for the foreign work location. The wage rate for electric utilities will be the home rate or foreign property rate whichever is higher. Emergency work performed for non-electric utility customers will be paid at the prevailing rate or the home rate whichever is higher; overtime will be paid as outlined in Article 6, Section 6.02 for all non-electrical utilities. Lewis Tree Service will follow hour of service requirements provided by Federal DOT Regulations.

ARTICLE 7

General Working Conditions

Section 7.01 - The Employer agrees to pay its employees, covered by this Agreement, wages as stated in the wage scale of this Agreement.

Section 7.02 - For employees covered by this Agreement, the Employer shall make regular payment to the appropriate state and federal agencies for social security, worker's compensation and unemployment insurance and shall furnish satisfactory proof of such to the Union on request.

Section 7.03 - Wages shall be paid weekly, not later than quitting time on Friday and not more than one week's wages may be withheld at any time. Any employee not receiving pay by 4:30 PM on Friday may request an advance. The Employer will continue to make every effort to pay on Thursday. Pay will be made by Direct Deposit or through the US Mail. All Employees hired after March 6, 2010, will receive pay by direct deposit or pay card.

Section 7.04 - Newly hired employees shall be considered to be probationary employees until they have been on the payroll for ninety (90) working days, which period shall be considered a trial period. During said period any such employee may at the exclusive discretion of the Employer be discharged without cause or notice.

Section 7.05 - An employee injured on the job shall be paid in full for the day of injury as per his normal working hours. The crew he is with will complete their normal workday. Lewis Tree Service will e-mail an Accident Log to the union every week showing the following:

Employee name, date of accident, date accident reported, type of accident, GF, Crew Leader, and description of accident. Union to notify the Risk Management Department if they feel there are any discrepancies. In the event of an OSHA Recordable Accident, a copy of the accident report will be mailed to the employee.

Section 7.06 - In the event time is lost due to inclement weather, employees may make up such time by working not more than eight (8) hours at the applicable rate of pay on the Saturday immediately following such lost time.

Section 7.07 - All employees must have a valid driver's license. All employees must have the appropriate driver's license and medical cards where necessary to operate a vehicle.

Section 7.08 —

A. All employees in the foreman classifications as of January 1st of the existing year shall receive an allowance up to \$ 150.00 per year for his own personal gear. This gear shall consist of rain wear, gloves, approved work boots and tool box with tools

consisting of at least a hammer, screwdrivers, pliers, crescent wrench, socket set and jumper cables. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

B. All employees in classification other than foreman as of January 1st of the existing year shall receive an allowance of \$ 75.00 per year for his personal gear. This gear shall consist of rain wear and gloves. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

C. Reimbursement for all personal gear shall be by valid receipt only. Receipts for purchases made shall be submitted between June 1st and June 30th for purchases made. Payment will be made within three weeks following approval of tool allowance request. Payment will not be made again until the following June for purchases made during that twelve month period.

Section 7.09 - Employees required to begin work two (2) hours before the regular starting time or to continue work two (2) hours past the regular quitting time and every four (4) hours thereafter shall be entitled to a meal allowance of \$10.50. A valid receipt for each meal must be submitted with the weekly time reports for immediate reimbursement for the following pay period.

Section 7.10 - All employees shall stay with the truck at his appropriate parking spot until posted quitting time every day. This time shall be used to maintain their truck and make out the daily paperwork. Anyone found leaving the job site early, either by the Employer or a customer, shall be docked the appropriate amount of time for the whole crew.

Section 7.11 - All employees shall be issued by the employer the following mandated personal safety equipment as applicable to perform their job safely at no charge. This equipment shall be replaced according to O.S.H.A. specifications on an as needed basis.

1. Hard hat
2. Pair of leg chaps
3. Pair of safety glasses
4. Reflective vest or equivalent
5. Hearing protection

All of this safety equipment shall be worn at the proper time. If this equipment is lost, stolen or broken due to neglect, etc., during the course of the year, the employee shall purchase said equipment at the posted applicable rate. If the employee does not have the proper equipment issued, he will not be allowed to work until it is acquired and will in turn be issued a safety warning notice. It shall be the responsibility of the employee to wear personal clothing items in compliance with both OSHA and the utility. Uniforms and Fire Retardant Clothing if required will be provided by employer.

Section 7.12 – Personal Electronic Devices are restricted from use during working hours, and shall remain in the Employee's personal vehicle or the Company vehicle during working hours. Any company issued devices, or approved devices, shall be used in accordance with the company policies regarding electronic devices and their usage. Discipline shall be progressive and each violation shall be documented.

ARTICLE 8

Job Classifications

Section 8.01 - All promotions shall be based upon procedures outlined in the Employer's Safety and Training Manual.

Section 8.02 - A tree trimmer who takes a crew out on a temporary basis shall be paid "B" Foreman rate unless they have previously been rated as "A" Foreman. In which case, they shall be paid "A:" Foreman rate.

ARTICLE 9

Benefits

Section 9.01 – Holidays - All employees covered by this Agreement shall be entitled to ten (10) holidays off with pay. Holidays may be arranged to coincide with the Utility whose property the Employer is working on. At no time shall the employee receive less than the ten (10) paid holidays.

All employees must be employed at least sixty (60) days prior to the holiday to be eligible for that holiday pay and must have worked the last scheduled workday before and the next scheduled workday following the holiday unless otherwise excused by management.

Section 9.02 - Vacation plan - All employees covered by this Agreement are entitled to a paid vacation as determined by length of continuous service. The vacation period shall be January 1st through December 31st. When possible vacations will be taken in weekly segments, with prior employer approval segments of less than one week may be used. All vacation time must be used during the calendar year that it is due. Vacation cannot be cumulative from year to year. All vacation entitlements shall be based on January 1st anniversary date, after the employee's first twelve months or less of employment.

A. (1) All employees having one year or less of continuous service with the employer prior to January 1st of the current year shall receive vacation based on the schedule below, provided the employee has completed their probationary period. This January 1st will be considered as their first anniversary date.

EMPLOYMENT	NO OF DAYS ENTITLED
Jan, Feb, March	5
April, May, June	4
July, Aug., Sept.	3
Oct., Nov., Dec.,	2

(2) All employees having continuous service on their second January 1st anniversary date shall be entitled to five (5) days' vacation with pay.

(3) All employees having continuous service on their third January 1st anniversary date shall be entitled to ten (10) days' vacation with pay.

(4) All employees having continuous service on their tenth January 1st anniversary date shall be entitled to fifteen (15) days vacation with pay.

(5) All employees having continuous service on their twentieth January 1st date shall be entitled to twenty (20) days' vacation with pay.

B. Regardless of the above vacation provisions, no employee shall be eligible for full paid vacation unless they have 1850 "Good Time" hours in the preceding year.

"Good Time" hours are defined as hours worked and paid benefit hours. If 1850 "Good Time" hours were not accumulated, vacations will be pro-rated.

C. If any one of the paid holidays listed in this Agreement occurs while an employee is on vacation, that employee shall be entitled to an additional day of vacation either at the beginning or the end of his scheduled vacation period or a day's pay in lieu thereof. Employees will be required to select the day off in lieu of holiday during vacation, at the time of vacation selections, or a day's pay in lieu thereof, if desired.

D. Employees who are working as Foremen the week prior to their vacation shall be paid at the Foremen rate for vacation.

E. The Employer shall post a vacation schedule in January of each year. All vacation picks must be made by March 15th of that year. Seniority shall govern the vacation picks however, such vacation must be in by March 15th or the employee will lose their seniority pick.

F. The number of employees permitted to go on vacation at one time is governed by the employer and its needs. If an employee splits his vacation, he will be allowed only one (1) choice of dates, taking his remaining vacation only after other employees in order of seniority have exercised their choice of dates.

Section 9.03 - Personal Well Days - All employees covered by this Agreement who have completed one (1) year of continuous service from date of hire, shall be entitled to three (3)

personal well days with pay during the course of a year with perfect attendance in three defined periods.

A. One (1) day to be earned for each four months perfect attendance (Period I starts January 1 and ends April 30, Period II starts May 1 and ends August 31, Period III starts September 1 and ends December 31).

B. Perfect attendance requires an employee to work every workday within the periods. All union benefit days to be counted as work days providing they were scheduled in advance by mutual agreement.

C. Personal well days are to be scheduled in advance by mutual agreement. Mutual agreement cannot be denied when employees give one or more week's notice of the requested day off. Personal well days may be used as a sick or emergency day off without prior notice, provided call in procedures are followed.

D. Personal well days may be used during extreme inclement weather where it is impossible to get a crew out working due to such conditions. These days must be authorized by the General Foreman and/or Division Manager unless the day is used under (C) above.

E. Personal well days must be used within a calendar year; well days earned during the last third of the year must be used within the first four months of the following year.

Section 9.04 - (A) Insurance Plan -The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The initial rate schedule is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 52.93	\$ 97.70	\$ 130.04

(B) Life Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a \$ 50,000.00 Life Insurance Plan, effective January 1, 2011. All Employees are responsible to inform the Employer, in writing of any changes in their beneficiary selection for this plan.

(C) Disability Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a Disability Insurance Program, effective January 1, 2011. The plan will provide a weekly pay benefit of 70% of the normal weekly (40 hour) pay with a maximum of \$ 300.00 per week.

Section 9.05 - Bereavement Plan, When an employee with at least one hundred twenty (120) days of employment is absent from work for the purpose of arranging for or attending a funeral for member of his immediate family, the Employer, will pay for eight (8) hours at his regular straight time pay for each work day missed, up to a maximum of three (3) consecutive work days. Immediate family is defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, and father-in-law. One (1) paid day is allowed for grandmother and grandfather, two (2) additional unpaid days will be allowed in extreme cases.

Section 9.06 - Pension Plan, All employees with sixty (60) or more days of employment shall be eligible to participate in the Lewis Tree Service, Inc. Savings and Investment 401 (k) Plan.

A. Effective March 26, 2010, the Employer agrees to make a one percent (1%) matching contribution of the Employee's gross wages into the plan.

B. Effective January 30, 2011, the Employer agrees to increase their current one percent (1%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

C. Effective January 29, 2012, the Employer agrees to increase their current one and one-half percent (1.5%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

The new matching Lewis Tree Service, Inc. Savings and Investment 401(k) Pension Plan is a voluntary plan. Open enrollment will be from November 1st – December 31st of each year. The plan year will be based on the fiscal year from January 1st – December 31st of each year.

ARTICLE 10

Grievances and Arbitration Procedure

Section 10.01 - There shall be no stoppage of work by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 10.02 - Whenever any dispute or grievance arises, it will be considered and adjusted by conference as follows:

- A. Conference between the employee involved, the Union Steward, and the employee's General Foreman. Any resolution will be consistent with the terms of Agreement.
- B. Any dispute or grievance not adjusted in step (A) shall be within ten working days (following the answer at Step A) reduced to writing and submitted by the Union to the Employer's Area Manager.
- C. Any dispute or grievance not adjusted in Step B shall be advanced by the Union to the Employer's corporate office within ten (10) working days following the answer at Step B.
- D. In the event that the parties do not reach a mutually satisfactory settlement of the matter in controversy as provided in Step C, either party may, within twenty (20) working days following the answer in Step C, file a demand for arbitration by giving written notice to the other party and to either The American Dispute Resolution Center, The American Arbitration Association, The Federal Mediation Service or alternatively, if empanelled to a Board of Arbitrators consisting of 3 members, one of whom shall be designated by the Union, one of whom shall be designated by the Employer and a third neutral member mutually selected by the Union and the Employer. Such Board shall be empanelled if the names and address of the three Arbitrators are available to the Union and the Employer. In such a case, a demand for Arbitration with the panel shall be forwarded within the above twenty (20) working day period to the "neutral member" who will notify the Employer and Union designated arbitrators and conduct a hearing of the matter as soon as possible, but in any event within forty-five (45) days of receipt by the neutral of the arbitration demand, unless an extension is mutually agreed upon by the Union and the Employer. The Arbitration Panel will issue a written decision and award within thirty (30) days after hearing the case unless by mutual agreement of the parties and extension is granted. Such decision shall be final and binding upon the parties if agreed upon by a majority of the arbitration panel. In the event, the matter is filed with the ADRC, then the case will be heard and decided pursuant to the ADRC labor arbitration rules.
- E. Upon the written request of either party within the time limit of any step, such time limit may be extended by mutual consent.

Section 10.03 - Any matter to be processed as a grievance hereunder shall be initiated within ten (10) days from the date of its occurrence, or the date upon which any employee or the Union became knowledgeable of such grievance, but not to exceed thirty (30) days from the date of occurrence or the matter shall be considered waived.

Section 10.04 - Any grievance not processed in accordance with the time limits of the procedure shall be considered waived.

ARTICLE 11

Section 11.01 - The Employer and the Union practices and policies are administered in accordance with pertinent state and federal laws including Title VII of the Civil Rights Act of 1964, as amended: Executive order 11246, Section 503 of the Rehabilitation Act of 1973, Age Discrimination in Employment Act of 1967, Equal Pay Act of 1963, Vietnam – Era Veterans Assistance Act of 1974 and all other legislation prohibiting discrimination.

ARTICLE 12

Binding Clause

Section 12.01 - “Should any provision of the 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.

ARTICLE 13

Wage Rates


Section 13.01 - The following wage rates shall remain in effect for the term of this agreement.

STANDARD RATES – UNITED ILLUMINATING

<u>CLASSIFICATION</u>	<u>5/18/14</u>	<u>2/1/15</u>	<u>1/31/16</u>
LEAD FOREMAN	\$24.42	\$25.03	\$25.66
FOREMAN “A”	\$22.89	\$23.46	\$24.05
FOREMAN “B”	\$20.46	\$20.97	\$21.49
SPRAY FOREMAN	\$20.46	\$20.97	\$21.49
TREE TRIMMER I	\$18.40	\$18.86	\$19.33
TREE TRIMMER II	\$17.39	\$17.83	\$18.28
TREE TRIMMER III	\$16.37	\$16.78	\$17.20
SPRAYMAN	\$16.37	\$16.78	\$17.20
GROUNDMAN	\$15.34	\$15.73	\$16.12
GROUNDMAN- start	\$12.27	\$12.58	\$12.89

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

SIGNED FOR :
Lewis Tree Service, Inc.

By 
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

By 
Senior Vice President

Date: 07/18/2014

Date: 8/20/2014



MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. The parties hereby agree that the ten guaranteed paid holidays as outlined in Article IX, Section 9.01 of the collective bargaining agreement are observed as follows:

All Divisions will be given the following holidays off with pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Division 20 Employees shall be given the following holiday off with pay:

Good Friday

Division 25 and Division 42 shall be given the following holiday off with pay:

Columbus Day

 *SEVP*
Lewis Tree Service, Inc.

4/25/13
Date


IBEW Local 42

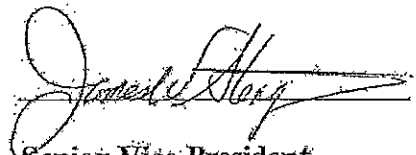
4/25/13
Date

MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

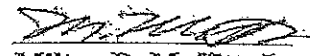
Safety Committee

- I. The parties hereby agree that a joint safety and training committee comprised of four (4) Employer management personnel and four (4) I.B.E.W. Local 42 members will meet three (3) times annually to advance the safety, training and professionalism of the Employer, the IBEW Representatives and the Members in the employer's employ. Every best effort will be made to meet in February, July and October, meetings will last a minimum of four (4) hours. Committee membership will rotate every two (2) years.


Senior Vice President
Lewis Tree Service, Inc.

Date

8/20/2014


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

Date

07/18/2014

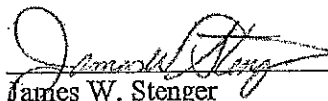
AMENDMENT
to the
COLLECTIVE BARGAINING AGREEMENT

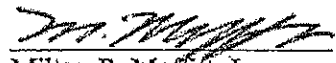
Between
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. Article 9, Section 9.04 - (A) Insurance Plan - The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the Employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The rate schedule, effective January 1, 2014 is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 58.61	\$ 106.91	\$ 141.82
Cigna PPO Dental	\$ 3.30	Not applicable	\$ 5.57


James W. Stenger
Senior Vice President/CFO
Lewis Tree Service, Inc.


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

12-23-14
Date

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

Jan 21, 2015

Edwin D. Hill, President
This approval does not make the
International a party to this agreement.

12/22/2014
Date

AGREEMENT BETWEEN
LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF NATIONAL GRID, USA)

AND

LOCAL UNION 42

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2014 - 2017

LEWIS TREE SERVICE, INC.

AGREEMENT

This Agreement made as of the 18TH day of May, 2014 by and between Lewis Tree Service, Inc., hereinafter referred to as the "Employer" and Local Union 42, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union"

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:

ARTICLE 1

Effective Date

Section 1.01 - This Agreement shall take effect as of May 18, 2014 and shall remain in effect through January 28, 2017. This Agreement may continue in effect from year to year thereafter, unless terminated as provided for in Section 1.02 of this Article.

Section 1.02 - Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to the anniversary date. However, when notice for changes only is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes the original provision shall remain in full force and effect. Notice from either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 - This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments to be executed by the parties in the same manner as this Agreement and be approved by the International Office of the Union and the Board of Directors of Lewis Tree Service, Inc.

ARTICLE 2

Union Recognition and Security

Section 2.01 --

A. The Employer recognizes the Union as the exclusive representative of all of its employees within the bargaining unit, excluding the supervisors, general foremen and clerical, for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of National Grid, USA, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

Section 2.02 - Subject to applicable federal and state law, 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 day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.03 - The Employer will notify the Union in writing as to the same. Classification and wage rate of all new employees within thirty (30) days after the time of their hiring date.

Section 2.04 - 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. Working dues shall be assessed only on hours worked. Therefore, no assessments shall be deducted on the following pay: vacation, bonus or incentive, holiday and personal well days.

Section 2.05 - Lewis Tree Service will e-mail a Training Log to the union every three weeks showing the following:

- a. Employee name, date test was taken, level of test, pass or fail, and GF name. Union to notify the Risk Management Department if they feel there are discrepancies.

ARTICLE 3

Union Rights and Responsibilities

Section 3.01 - The Union agrees to cooperate with the Employer to advance its legitimate interest by aiding the Employer to secure business which will provide employment for persons in the bargaining unit. Therefore, all work shall be performed under "The Code of Excellence".

Section 3.02 - The Union agrees that if during the life of this Agreement, it grants to any other Employer in the line clearance and tree trimming contracting industry 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 concession.

Section 3.03 - No member of the Union, while he remains a member of such Union and subject to employment by the employer under this Agreement shall himself become a contractor for the performance of any line clearance for public utilities or any trimming or tree removal work for other governmental agencies, nor solicit any work while on the Employer's time.

Section 3.04 - The representative of the Union shall be allowed access to Employer property and job site work locations at any reasonable time where employees are employed under the terms of this Agreement, providing advance notice is given to the Employer and work performance is not hindered.

Section 3.05 - The Union reserves the right to discipline its members for violation of its laws, rules and regulations.

Section 3.06 - The Union agrees that its members in the employ of the employer will perform efficient work and service. In as much as Foremen are covered by the agreement, the Union agrees that its Foreman members will perform efficiently as Foreman, in the best interest of the employer. Lead Foreman will perform all functions of the Foreman classification and in addition - job supervision limited to the following:

A. The issuance of oral and or written warnings to employees working within the Lead Foreman's assigned crews for violations limited to explicit direction of the Lead Foreman's General Foreman. The Lead Foreman shall not be involved in the disciplinary process beyond the issuance of warnings. Crews assigned to a Lead Foreman need not be within sight or sound of one another.

B. Crews working under the direction of a Lead Foreman will consist of no more than three employees working within sight or sound distance of one another. One member of every crew shall be either a Lead Foreman or an employee of Foreman classification. No Lead Foreman will be assigned more than three, three person crews simultaneously. The three-crew limitation listed above shall include the crew within which the Lead Foreman is performing his Foreman duties. The Lead Foreman and his assigned crews shall be under the direction of one and the same General Foreman.

Section 3.07 - The Business Manager shall have the right to appoint a steward on any job where employees are employed under the terms of this Agreement. Such steward shall see that this Agreement is observed.

Section 3.08 - Management, defined as General Foreman and above, will only perform tree work under the following circumstances:

- A. In extreme emergencies and only after following call-out procedures.
- B. Where the work is minor in nature and related to the inspection of trouble tickets and pre-inspection of completed work. The work will be limited to that which can accomplish with a hand or pole saw on services only.

ARTICLE 4

Company Rights and Responsibilities

Section 4.01 - The Union recognizes that the supervision and control of all operations and the direction of working forces are vested exclusively in the Company and the union recognizes the right of the Employer to hire, discharge, layoff, suspend, discipline, promote, demote or transfer any employee or employees of the Company for any just cause. The Union also recognizes that the Employer has the right to make and enforce its Safety and Training Manual rules governing absenteeism, tardiness, efficiency, safety and other working conditions. However, such right is subject to the limitation hereinafter imposed by this Agreement.

Section 4.02 – Any rights or authority the employer had prior to the certification of the Union are retained by the Employer, except those rights which are specifically and explicitly modified by the express provisions of this Agreement.

Section 4.03 – The Employer agrees that the duly appointed Union Stewards shall be allowed up to one (1) day each per year for Union/Employer business at no loss of pay. Stewards shall give Employer at least one (1) weeks prior notice. The Employer will be notified in writing within seven (7) business days of a change of Stewards or the new appointment of a Steward.

Section 4.04 – All employees will have a monthly crew evaluation, the evaluation will be reviewed with the employee and improvements suggested, if needed. A copy of all unsatisfactory evaluations will be sent to the Union Business Manager within seven (7) working days of said evaluation. If performance is not within acceptable levels following this conference, a second meeting will be held to determine appropriate action, which may include transfer or discipline, up to and including termination as provided in Section 4.01.

Section 4.05 – The Union agrees that the Employer can immediately dismiss employees for the unauthorized use of Employer equipment as long as it is properly documented. However, the Union holds the right to grieve these issues.

Section 4.06 – The Employer has developed and implemented Safety and Training programs that will meet or exceed federal and state requirements. It is required that all employees attend these programs, when at least two weeks notice is given to the employee and Union. If the employee does not attend he must provide proof to the Employer by certification, award, or designation that he had the same or equivalent training elsewhere. The proof must be provided within fifteen (15) days unless the employee was properly excused. Failure to do so may result in termination. The Union holds the right to grieve any dismissal.

Section 4.07 – A copy of all verbal and/or written Employee warnings is to be sent to the Union Business Manager within seven (7) working days of said occurrence.

ARTICLE 5

Seniority and Layoff

Section 5.01 – The term “Seniority” as used herein means Bargaining Unit Seniority, i.e. total length of service in the bargaining unit.

Section 5.02 – An Employee shall lose his seniority rights and/or status as an Employee.

- A. If he resigns
- B. If he is discharged for just cause
- C. If he is absent for three (3) working days without notifying the Employer
- D. If he fails to report for work at the expiration of any leave of absence or within five (5) days after expiration of said leave he fails to give reasons satisfactory to the Employer for not so reporting.
- E. If, being physically able, he fails to report to work, within five (5) days after written or personal notice, from the employer to his last known address to report for work after layoff, or within a five (5) day period fails to give reason satisfactory to the Employer for not so reporting.
- F. If he is laid off for lack of work for a period of more than twelve (12) months, unless otherwise mutually agreed on between the Employer and the Union.
- G. When it becomes necessary to cut A or B Foremen back, the rate of pay will be no less than that of T1, or the employee will have the option of being laid off without recourse to any other section of this agreement.

Section 5.03 – When it becomes necessary to lay off employees, ability and qualifications being equal, employees shall be laid off in the inverse order of the date of their most recent employment date with the Employer. The Employer agrees to provide forty-eight (48) hours notice of layoff whenever possible. Each Employee terminating his employment will provide forty-eight (48) hours notice of intention to quit. Deviation from this hours notice in cases where special skills and abilities are a requirement may be made by agreement of the parties involved.

Section 5.04 – Person out of work due to injury on the job will be reinstated by the employer within a one (1) year time period from the date of injury with full seniority, a full medical release must be provided from the Employee's treating physician.

ARTICLE 6

Working Hours and Overtime

Section 6.01 – Eight (8) hours shall constitute a regular workday, Monday through Friday. HOURS TO BE REGULATED ACCORDING TO CUSTOMERS REQUEST. Any change in working hours will require a minimum notice of twenty-four (24) hours. When mutually agreed upon, four (4) ten (10) hour days may be worked at the straight time hourly rate: Monday through Thursday or Tuesday through Friday. All hours in excess of ten (10) hours per day shall be paid at the rate of time and one-half. On holiday weeks, schedules may be changed to accommodate the eight (8) hour pay for the holiday. These weeks, the scheduled work weeks will be eight (8) hours per day, Monday through Friday.

Section 6.02 – All work in excess of eight (8) hours straight time in any one day and after forty (40) hours straight time in one week, shall be paid at the rate of time and one half. Work performed outside of normal working hours (example 7:00a.m. – 3:30p.m. or other standard 8 hour days) will be paid at the rate of time and one half. All work performed on Holidays shall be paid at the rate of double time in addition to which eligible employees shall receive Holiday pay on the basis of eight (8) hours at the straight time rate of pay. All work performed on Sunday shall be paid at the rate of double time.

Section 6.03 – All regularly scheduled/unscheduled overtime hours, including emergency call out will be equally distributed by classification, seniority and performance, when under the Employer's control. All employees will be on call for emergency overtime.

Section 6.04 - Whenever possible twenty-four (24) hours' notice shall be given of planned overtime.

Section 6.05 - Employees called out for work outside of their regular working hours shall receive no less than three (3) hours at the applicable rate. The three hour minimum will not apply when overtime is an extension of the regular work day.

Section 6.06 – All emergency work performed for electric utilities outside of the employee's home utility will be paid at the rate of time and one half, the time and one half rate will be paid for all hours worked to include travel. When the employee arrives at the assigned show up location, the employee will be paid at the applicable rate until departure for the foreign work location. The wage rate for electric utilities will be the home rate or foreign property rate whichever is higher. Emergency work performed for non-electric utility customers will be paid at the prevailing rate or the home rate whichever is higher; overtime will be paid as outlined in Article 6, Section 6.02 for all non-electrical utilities. Lewis Tree Service will follow hour of service requirements provided by Federal DOT Regulations.

ARTICLE 7

General Working Conditions

Section 7.01 - The Employer agrees to pay its employees, covered by this Agreement, wages as stated in the wage scale of this Agreement.

Section 7.02 - For employees covered by this Agreement, the Employer shall make regular payment to the appropriate state and federal agencies for social security, worker's compensation and unemployment insurance and shall furnish satisfactory proof of such to the Union on request.

Section 7.03 - Wages shall be paid weekly, not later than quitting time on Friday and not more than one week's wages may be withheld at any time. Any employee not receiving pay by 4:30 PM on Friday may request an advance. The Employer will continue to make every effort to pay on Thursday. Pay will be made by Direct Deposit or through the US Mail. All Employees hired after March 6, 2010, will receive pay by direct deposit or pay card.

Section 7.04 - Newly hired employees shall be considered to be probationary employees until they have been on the payroll for ninety (90) working days, which period shall be considered a trial period. During said period any such employee may at the exclusive discretion of the Employer be discharged without cause or notice.

Section 7.05 - An employee injured on the job shall be paid in full for the day of injury as per his normal working hours. The crew he is with will complete their normal workday. Lewis Tree Service will e-mail an Accident Log to the union every week showing the following:

Employee name, date of accident, date accident reported, type of accident, GF, Crew Leader, and description of accident. Union to notify the Risk Management Department if they feel there are any discrepancies. In the event of an OSHA Recordable Accident, a copy of the accident report will be mailed to the employee.

Section 7.06 - In the event time is lost due to inclement weather, employees may make up such time by working not more than eight (8) hours at the applicable rate of pay on the Saturday immediately following such lost time.

Section 7.07 - All employees must have a valid driver's license. All employees must have the appropriate driver's license and medical cards where necessary to operate a vehicle.

Section 7.08 -

A. All employees in the foreman classifications as of January 1st of the existing year shall receive an allowance up to \$ 150.00 per year for his own personal gear. This gear shall consist of rain wear, gloves, approved work boots and tool box with tools consisting of at least a hammer, screwdrivers, pliers, crescent wrench, socket set and

jumper cables. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

B. All employees in classification other than foreman as of January 1st of the existing year shall receive an allowance of \$ 75.00 per year for his personal gear. This gear shall consist of rain wear and gloves. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

C. Reimbursement for all personal gear shall be by valid receipt only. Receipts for purchases made shall be submitted between June 1st and June 30th for purchases made. Payment will be made within three weeks following approval of tool allowance request. Payment will not be made again until the following June for purchases made during that twelve month period.

Section 7.09 - Employees required to begin work two (2) hours before the regular starting time or to continue work two (2) hours past the regular quitting time and every four (4) hours thereafter shall be entitled to a meal allowance of \$10.50. A valid receipt for each meal must be submitted with the weekly time reports for immediate reimbursement for the following pay period.

Section 7.10 - All employees shall stay with the truck at his appropriate parking spot until posted quitting time every day. This time shall be used to maintain their truck and make out the daily paperwork. Anyone found leaving the job site early, either by the Employer or a customer, shall be docked the appropriate amount of time for the whole crew.

Section 7.11 - All employees shall be issued by the employer the following mandated personal safety equipment as applicable to perform their job safely at no charge. This equipment shall be replaced according to O.S.H.A. specifications on an as needed basis.

1. Hard hat
2. Pair of leg chaps
3. Pair of safety glasses
4. Reflective vest or equivalent
5. Hearing protection

All of this safety equipment shall be worn at the proper time. If this equipment is lost, stolen or broken due to neglect, etc., during the course of the year, the employee shall purchase said equipment at the posted applicable rate. If the employee does not have the proper equipment issued, he will not be allowed to work until it is acquired and will in turn be issued a safety warning notice. It shall be the responsibility of the employee to wear personal clothing items in compliance with both OSHA and the utility. Uniforms and Fire Retardant Clothing if required will be provided by employer.

Section 7.12 – Personal Electronic Devices are restricted from use during working hours, and shall remain in the Employee's personal vehicle or the Company vehicle during working hours. Any company issued devices, or approved devices, shall be used in accordance with the company policies regarding electronic devices and their usage. Discipline shall be progressive and each violation shall be documented.

ARTICLE 8

Job Classifications

Section 8.01 - All promotions shall be based upon procedures outlined in the Employer's Safety and Training Manual.

Section 8.02 - A tree trimmer who takes a crew out on a temporary basis shall be paid "B" Foreman rate unless they have previously been rated as "A" Foreman. In which case, they shall be paid "A." Foreman rate.

ARTICLE 9

Benefits

Section 9.01 – Holidays - All employees covered by this Agreement shall be entitled to ten (10) holidays off with pay. Holidays may be arranged to coincide with the Utility whose property the Employer is working on. At no time shall the employee receive less than the ten (10) paid holidays.

All employees must be employed at least sixty (60) days prior to the holiday to be eligible for that holiday pay and must have worked the last scheduled workday before and the next scheduled workday following the holiday unless otherwise excused by management.

Section 9.02 - Vacation plan - All employees covered by this Agreement are entitled to a paid vacation as determined by length of continuous service. The vacation period shall be January 1st through December 31st. When possible vacations will be taken in weekly segments, with prior employer approval segments of less than one week may be used. All vacation time must be used during the calendar year that it is due. Vacation cannot be cumulative from year to year. All vacation entitlements shall be based on January 1st anniversary date, after the employee's first twelve months or less of employment.

A. (1) All employees having one year or less of continuous service with the employer prior to January 1st of the current year shall receive vacation based on the schedule below, provided the employee has completed their probationary period. This January 1st will be considered as their first anniversary date.

EMPLOYMENT	NO OF DAYS ENTITLED
Jan, Feb, March	5
April, May, June	4
July, Aug., Sept.	3
Oct., Nov., Dec.,	2

(2) All employees having continuous service on their second January 1st anniversary date shall be entitled to five (5) days' vacation with pay.

(3) All employees having continuous service on their third January 1st anniversary date shall be entitled to ten (10) days' vacation with pay.

(4) All employees having continuous service on their tenth January 1st anniversary date shall be entitled to fifteen (15) days vacation with pay.

(5) All employees having continuous service on their twentieth January 1st date shall be entitled to twenty (20) days' vacation with pay.

B. Regardless of the above vacation provisions, no employee shall be eligible for full paid vacation unless they have 1850 "Good Time" hours in the preceding year.

"Good Time" hours are defined as hours worked and paid benefit hours. If 1850 "Good Time" hours were not accumulated, vacations will be pro-rated.

C. If any one of the paid holidays listed in this Agreement occurs while an employee is on vacation, that employee shall be entitled to an additional day of vacation either at the beginning or the end of his scheduled vacation period or a day's pay in lieu thereof. Employees will be required to select the day off in lieu of holiday during vacation, at the time of vacation selections, or a day's pay in lieu thereof, if desired.

D. Employees who are working as Foremen the week prior to their vacation shall be paid at the Foremen rate for vacation.

E. The Employer shall post a vacation schedule in January of each year. All vacation picks must be made by March 15th of that year. Seniority shall govern the vacation picks however, such vacation must be in by March 15th or the employee will lose their seniority pick.

F. The number of employees permitted to go on vacation at one time is governed by the employer and its needs. If an employee splits his vacation, he will be allowed only one (1) choice of dates, taking his remaining vacation only after other employees in order of seniority have exercised their choice of dates.

Section 9.03 - Personal Well Days - All employees covered by this Agreement who have completed one (1) year of continuous service from date of hire, shall be entitled to three (3)

personal well days with pay during the course of a year with perfect attendance in three defined periods.

A. One (1) day to be earned for each four months perfect attendance (Period I starts January 1 and ends April 30, Period II starts May 1 and ends August 31, Period III starts September 1 and ends December 31).

B. Perfect attendance requires an employee to work every workday within the periods. All union benefit days to be counted as work days providing they were scheduled in advance by mutual agreement.

C. Personal well days are to be scheduled in advance by mutual agreement. Mutual agreement cannot be denied when employees give one or more week's notice of the requested day off. Personal well days may be used as a sick or emergency day off without prior notice, provided call in procedures are followed.

D. Personal well days may be used during extreme inclement weather where it is impossible to get a crew out working due to such conditions. These days must be authorized by the General Foreman and/or Division Manager unless the day is used under (C) above.

E. Personal well days must be used within a calendar year; well days earned during the last third of the year must be used within the first four months of the following year.

Section 9.04 - (A) Insurance Plan -The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The initial rate schedule is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 52.93	\$ 97.70	\$ 130.04

(B) Life Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a \$ 50,000.00 Life Insurance Plan, effective January 1, 2011. All Employees are responsible to inform the Employer, in writing of any changes in their beneficiary selection for this plan.

(C) Disability Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a Disability Insurance Program, effective January 1, 2011. The plan will provide a weekly pay benefit of 70% of the normal weekly (40 hour) pay with a maximum of \$ 300.00 per week.

Section 9.05 - Bereavement Plan, When an employee with at least one hundred twenty (120) days of employment is absent from work for the purpose of arranging for or attending a funeral for member of his immediate family, the Employer, will pay for eight (8) hours at his regular straight time pay for each work day missed, up to a maximum of three (3) consecutive work days. Immediate family is defined as spouse, son, daughter, mother, father, brother, sister, mother-in-law, and father-in-law. One (1) paid day is allowed for grandmother and grandfather, two (2) additional unpaid days will be allowed in extreme cases.

Section 9.06 - Pension Plan, All employees with sixty (60) or more days of employment shall be eligible to participate in the Lewis Tree Service, Inc. Savings and Investment 401 (k) Plan.

A. Effective March 26, 2010, the Employer agrees to make a one percent (1%) matching contribution of the Employee's gross wages into the plan.

B. Effective January 30, 2011, the Employer agrees to increase their current one percent (1%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

C. Effective January 29, 2012, the Employer agrees to increase their current one and one-half percent (1.5%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

The new matching Lewis Tree Service, Inc. Savings and Investment 401(k) Pension Plan is a voluntary plan. Open enrollment will be from November 1st – December 31st of each year. The plan year will be based on the fiscal year from January 1st – December 31st of each year.

ARTICLE 10

Grievances and Arbitration Procedure

Section 10.01 - There shall be no stoppage of work by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 10.02 - Whenever any dispute or grievance arises, it will be considered and adjusted by conference as follows:

- A. Conference between the employee involved, the Union Steward, and the employee's General Foreman. Any resolution will be consistent with the terms of Agreement.
- B. Any dispute or grievance not adjusted in step (A) shall be within ten working days (following the answer at Step A) reduced to writing and submitted by the Union to the Employer's Area Manager.
- C. Any dispute or grievance not adjusted in Step B shall be advanced by the Union to the Employer's corporate office within ten (10) working days following the answer at Step B.
- D. In the event that the parties do not reach a mutually satisfactory settlement of the matter in controversy as provided in Step C, either party may, within twenty (20) working days following the answer in Step C, file a demand for arbitration by giving written notice to the other party and to either The American Dispute Resolution Center, The American Arbitration Association, The Federal Mediation Service or alternatively, if empanelled to a Board of Arbitrators consisting of 3 members, one of whom shall be designated by the Union, one of whom shall be designated by the Employer and a third neutral member mutually selected by the Union and the Employer. Such Board shall be empanelled if the names and address of the three Arbitrators are available to the Union and the Employer. In such a case, a demand for Arbitration with the panel shall be forwarded within the above twenty (20) working day period to the "neutral member" who will notify the Employer and Union designated arbitrators and conduct a hearing of the matter as soon as possible, but in any event within forty-five (45) days of receipt by the neutral of the arbitration demand, unless an extension is mutually agreed upon by the Union and the Employer. The Arbitration Panel will issue a written decision and award within thirty (30) days after hearing the case unless by mutual agreement of the parties and extension is granted. Such decision shall be final and binding upon the parties if agreed upon by a majority of the arbitration panel. In the event, the matter is filed with the ADRC, then the case will be heard and decided pursuant to the ADRC labor arbitration rules.
- E. Upon the written request of either party within the time limit of any step, such time limit may be extended by mutual consent.

Section 10.03 - Any matter to be processed as a grievance hereunder shall be initiated within ten (10) days from the date of its occurrence, or the date upon which any employee or the Union became knowledgeable of such grievance, but not to exceed thirty (30) days from the date of occurrence or the matter shall be considered waived.

Section 10.04 - Any grievance not processed in accordance with the time limits of the procedure shall be considered waived.

ARTICLE 11

Section 11.01

The Employer and the Union practices and policies are administered in accordance with pertinent state and federal laws including Title VII of the Civil Rights Act of 1964, as amended: Executive order 11246, Section 503 of the Rehabilitation Act of 1973, Age Discrimination in Employment Act of 1967, Equal Pay Act of 1963, Vietnam – Era Veterans Assistance Act of 1974 and all other legislation prohibiting discrimination.

ARTICLE 12

Binding Clause

Section 12.01 - "Should any provision of the 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.

ARTICLE 13

Wage Rates

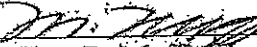
Section 13.01 - The following wage rates shall remain in effect for the term of this agreement.

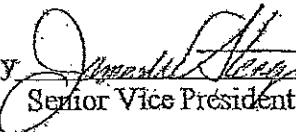
STANDARD RATES – NATIONAL GRID NEW ENGLAND

<u>CLASSIFICATION</u>	<u>5/18/2014</u>	<u>2/1/2015</u>	<u>1/31/2016</u>
LEAD FOREMAN	\$24.76	\$25.38	\$26.02
FOREMAN "A"	\$23.28	\$23.86	\$24.46
FOREMAN "B"	\$20.79	\$21.31	\$21.84
SPRAY FOREMAN	\$20.79	\$21.31	\$21.84
TREE TRIMMER I	\$18.71	\$19.18	\$19.66
TREE TRIMMER II	\$17.68	\$18.12	\$18.58
TREE TRIMMER III	\$16.64	\$17.06	\$17.49
SPRAYMAN	\$16.64	\$17.06	\$17.49
GROUNDMAN	\$15.59	\$15.98	\$16.38
GROUNDMAN-start	\$12.47	\$12.79	\$13.11

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

SIGNED FOR :
Lewis Tree Service, Inc.

By 
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

By 
Senior Vice President

Date: 07/18/2014

Date: 8/20/2014



MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. The parties hereby agree that the ten guaranteed paid holidays as outlined in Article IX, Section 9.01 of the collective bargaining agreement are observed as follows:

All Divisions will be given the following holidays off with pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Division 20 Employees shall be given the following holiday off with pay:

Good Friday

Division 25 and Division 42 shall be given the following holiday off with pay:

Columbus Day

 SRVP
Lewis Tree Service, Inc.

4/25/13
Date


IBEW Local 42


4/23/13
Date

MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

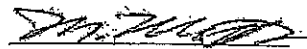
Safety Committee

- I. The parties hereby agree that a joint safety and training committee comprised of four (4) Employer management personnel and four (4) I.B.E.W. Local 42 members will meet three (3) times annually to advance the safety, training and professionalism of the Employer, the IBEW Representatives and the Members in the employer's employ. Every best effort will be made to meet in February, July and October, meetings will last a minimum of four (4) hours. Committee membership will rotate every two (2) years.


Senior Vice President
Lewis Tree Service, Inc.

Date

8/20/2014


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

Date

07/18/2014

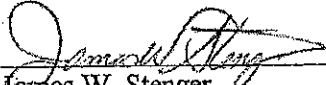
AMENDMENT
to the
COLLECTIVE BARGAINING AGREEMENT

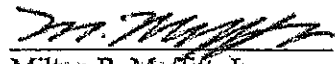
Between
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. Article 9, Section 9.04 - (A) Insurance Plan - The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the Employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The rate schedule, effective January 1, 2014 is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 58.61	\$ 106.91	\$ 141.82
Cigna PPO Dental	\$ 3.30	Not applicable	\$ 5.57


James W. Stenger
Senior Vice President/CFO
Lewis Tree Service, Inc.


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

12-23-14
Date



12/22/2014
Date

AGREEMENT BETWEEN

LEWIS TREE SERVICE, INC
(EMPLOYEES WORKING ON THE PROPERTY OF A MUNICIPAL CONTRACT)

AND

LOCAL UNION 42

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

2014 - 2017

LEWIS TREE SERVICE, INC.

AGREEMENT

This Agreement made as of the 18TH of May, 2014 by and between Lewis Tree Service, Inc., hereinafter referred to as the "Employer" and Local Union 42, of the International Brotherhood of Electrical Workers, hereinafter referred to as the "Union"

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:

ARTICLE 1

Effective Date

Section 1.01 - This Agreement shall take effect as of May 18, 2014 and shall remain in effect through January 28, 2017. This Agreement may continue in effect from year to year thereafter, unless terminated as provided for in Section 1.02 of this Article.

Section 1.02 - Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to the anniversary date. However, when notice for changes only is given, the nature of the changes desired must be specified in the notice and until a satisfactory conclusion is reached in the matter of such changes the original provision shall remain in full force and effect. Notice from either party of a desire to terminate this Agreement shall be handled in the same manner as a proposed change.

Section 1.03 - This Agreement shall be subject to amendments at any time by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments to be executed by the parties in the same manner as this Agreement and be approved by the International Office of the Union and the Board of Directors of Lewis Tree Service, Inc.

ARTICLE 2

Union Recognition and Security

Section 2.01 –

A. The Employer recognizes the Union as the exclusive representative of all of its employees within the bargaining unit, excluding the supervisors, general foremen and clerical, for the purposes of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. Any and all such employees shall receive at least the minimum wages and work under the conditions of this Agreement.

This recognition is based on the Union's Certification by the National Labor Relations Board on April 6, 1980, in case number 1-RC-16,841.

B. All employees of the Employer other than those listed in section 2.01 (A) engaged in tree trimming work, brush cutting work, or chemical spraying work and mechanics on the property of all Municipal Contracts, within the jurisdiction of Local 42, will be in the bargaining unit. Whenever any words are used in this Agreement in the masculine gender, it shall be construed as though they are also used in the feminine gender.

Section 2.02 - Subject to applicable federal and state law, 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 day following the date of their employment or the effective date of this Agreement, whichever is later.

Section 2.03 - The Employer will notify the Union in writing as to the same. Classification and wage rate of all new employees within thirty (30) days after the time of their hiring date.

Section 2.04 - 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. Working dues shall be assessed only on hours worked. Therefore, no assessments shall be deducted on the following pay: vacation, bonus or incentive, holiday and personal well days.

Section 2.05 - Lewis Tree Service will e-mail a Training Log to the union every three weeks showing the following:

- a. Employee name, date test was taken, level of test, pass or fail, and GF name. Union to notify the Risk Management Department if they feel there are discrepancies.

ARTICLE 3

Union Rights and Responsibilities

Section 3.01 - The Union agrees to cooperate with the Employer to advance its legitimate interest by aiding the Employer to secure business which will provide employment for persons in the bargaining unit. Therefore, all work shall be performed under "The Code of Excellence".

Section 3.02 - The Union agrees that if during the life of this Agreement, it grants to any other Employer in the line clearance and tree trimming contracting industry 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 concession.

Section 3.03 - No member of the Union, while he remains a member of such Union and subject to employment by the employer under this Agreement shall himself become a contractor for the performance of any line clearance for public utilities or any trimming or tree removal work for other governmental agencies, nor solicit any work while on the Employer's time.

Section 3.04 - The representative of the Union shall be allowed access to Employer property and job site work locations at any reasonable time where employees are employed under the terms of this Agreement, providing advance notice is given to the Employer and work performance is not hindered.

Section 3.05 - The Union reserves the right to discipline its members for violation of its laws, rules and regulations.

Section 3.06 - The Union agrees that its members in the employ of the employer will perform efficient work and service. In as much as Foremen are covered by the agreement, the Union agrees that its Foreman members will perform efficiently as Foreman, in the best interest of the employer. Lead Foreman will perform all functions of the Foreman classification and in addition - job supervision limited to the following:

A. The issuance of oral and or written warnings to employees working within the Lead Foreman's assigned crews for violations limited to explicit direction of the Lead Foreman's General Foreman. The Lead Foreman shall not be involved in the disciplinary process beyond the issuance of warnings. Crews assigned to a Lead Foreman need not be within sight or sound of one another.

B. Crews working under the direction of a Lead Foreman will consist of no more than three employees working within sight or sound distance of one another. One member of every crew shall be either a Lead Foreman or an employee of Foreman classification. No Lead Foreman will be assigned more than three, three person crews simultaneously. The three-crew limitation listed above shall include the crew within which the Lead Foreman is performing his Foreman duties. The Lead Foreman and his assigned crews shall be under the direction of one and the same General Foreman.

Section 3.07 - The Business Manager shall have the right to appoint a steward on any job where employees are employed under the terms of this Agreement. Such steward shall see that this Agreement is observed.

Section 3.08 - Management, defined as General Foreman and above, will only perform tree work under the following circumstances:

A. In extreme emergencies and only after following call-out procedures.

B. Where the work is minor in nature and related to the inspection of trouble tickets and pre-inspection of completed work. The work will be limited to that which can accomplish with a hand or pole saw on services only.

ARTICLE 4

Company Rights and Responsibilities

Section 4.01 - The Union recognizes that the supervision and control of all operations and the direction of working forces are vested exclusively in the Company and the union recognizes the right of the Employer to hire, discharge, layoff, suspend, discipline, promote, demote or transfer any employee or employees of the Company for any just cause. The Union also recognizes that the Employer has the right to make and enforce its Safety and Training Manual rules governing absenteeism, tardiness, efficiency, safety and other working conditions. However, such right is subject to the limitation hereinafter imposed by this Agreement.

Section 4.02 – Any rights or authority the employer had prior to the certification of the Union are retained by the Employer, except those rights which are specifically and explicitly modified by the express provisions of this Agreement.

Section 4.03 – The Employer agrees that the duly appointed Union Stewards shall be allowed up to one (1) day each per year for Union/Employer business at no loss of pay. Stewards shall give Employer at least one (1) weeks prior notice. The Employer will be notified in writing within seven (7) business days of a change of Stewards or the new appointment of a Steward.

Section 4.04 – All employees will have a monthly crew evaluation, the evaluation will be reviewed with the employee and improvements suggested, if needed. A copy of all unsatisfactory evaluations will be sent to the Union Business Manager within seven (7) working days of said evaluation. If performance is not within acceptable levels following this conference, a second meeting will be held to determine appropriate action, which may include transfer or discipline, up to and including termination as provided in Section 4.01.

Section 4.05 – The Union agrees that the Employer can immediately dismiss employees for the unauthorized use of Employer equipment as long as it is properly documented. However, the Union holds the right to grieve these issues.

Section 4.06 – The Employer has developed and implemented Safety and Training programs that will meet or exceed federal and state requirements. It is required that all employees attend these programs, when at least two weeks notice is given to the employee and Union. If the employee does not attend he must provide proof to the Employer by certification, award, or designation that he had the same or equivalent training elsewhere. The proof must be provided within fifteen (15) days unless the employee was properly excused. Failure to do so may result in termination. The Union holds the right to grieve any dismissal.

Section 4.07 – A copy of all verbal and/or written Employee warnings is to be sent to the Union Business Manager within seven (7) working days of said occurrence.

ARTICLE 5

Seniority and Layoff

Section 5.01 – The term “Seniority” as used herein means Bargaining Unit Seniority, i.e. total length of service in the bargaining unit.

Section 5.02 – An Employee shall lose his seniority rights and/or status as an Employee.

- A. If he resigns
- B. If he is discharged for just cause
- C. If he is absent for three (3) working days without notifying the Employer
- D. If he fails to report for work at the expiration of any leave of absence or within five (5) days after expiration of said leave he fails to give reasons satisfactory to the Employer for not so reporting.
- E. If, being physically able, he fails to report to work, within five (5) days after written or personal notice, from the employer to his last known address to report for work after layoff, or within a five (5) day period fails to give reason satisfactory to the Employer for not so reporting.
- F. If he is laid off for lack of work for a period of more than twelve (12) months, unless otherwise mutually agreed on between the Employer and the Union.
- G. When it becomes necessary to cut A or B Foremen back, the rate of pay will be no less than that of T1, or the employee will have the option of being laid off without recourse to any other section of this agreement.

Section 5.03 – When it becomes necessary to lay off employees, ability and qualifications being equal, employees shall be laid off in the inverse order of the date of their most recent employment date with the Employer. The Employer agrees to provide forty-eight (48) hours notice of layoff whenever possible. Each Employee terminating his employment will provide forty-eight (48) hours notice of intention to quit. Deviation from this hours notice in cases where special skills and abilities are a requirement may be made by agreement of the parties involved.

Section 5.04 – Person out of work due to injury on the job will be reinstated by the employer within a one (1) year time period from the date of injury with full seniority, a full medical release must be provided from the Employee’s treating physician.

ARTICLE 6

Working Hours and Overtime

Section 6.01 – Eight (8) hours shall constitute a regular workday, Monday through Friday. HOURS TO BE REGULATED ACCORDING TO CUSTOMERS REQUEST. Any change

in working hours will require a minimum notice of twenty-four (24) hours. When mutually agreed upon, four (4) ten (10) hour days may be worked at the straight time hourly rate: Monday through Thursday or Tuesday through Friday. All hours in excess of ten (10) hours per day shall be paid at the rate of time and one-half. On holiday weeks, schedules may be changed to accommodate the eight (8) hour pay for the holiday. These weeks, the scheduled work weeks will be eight (8) hours per day, Monday through

Section 6.02 – All work in excess of eight (8) hours straight time in any one day and after forty (40) hours straight time in one week, shall be paid at the rate of time and one half. Work performed outside of normal working hours (example 7:00a.m. – 3:30p.m. or other standard 8 hour days) will be paid at the rate of time and one half. All work performed on Holidays shall be paid at the rate of double time in addition to which eligible employees shall receive Holiday pay on the basis of eight (8) hours at the straight time rate of pay. All work performed on Sunday shall be paid at the rate of double time.

Section 6.03 – All regularly scheduled/unscheduled overtime hours, including emergency call out will be equally distributed by classification, seniority and performance, when under the Employer's control. All employees will be on call for emergency overtime.

Section 6.04 - Whenever possible twenty-four (24) hours' notice shall be given of planned overtime.

Section 6.05 - Employees called out for work outside of their regular working hours shall receive no less than three (3) hours at the applicable rate. The three hour minimum will not apply when overtime is an extension of the regular work day.

Section 6.06 – All emergency work performed for electric utilities outside of the employee's home utility will be paid at the rate of time and one half, the time and one half rate will be paid for all hours worked to include travel. When the employee arrives at the assigned show up location, the employee will be paid at the applicable rate until departure for the foreign work location. The wage rate for electric utilities will be the home rate or foreign property rate whichever is higher.

Emergency work performed for non-electric utility customers will be paid at the prevailing rate or the home rate whichever is higher; overtime will be paid as outlined in Article 6, Section 6.02 for all non-electrical utilities. Lewis Tree Service will follow hour of service requirements provided by Federal DOT Regulations.

ARTICLE 7

General Working Conditions

Section 7.01 - The Employer agrees to pay its employees, covered by this Agreement, wages as stated in the wage scale of this Agreement.

Section 7.02 - For employees covered by this Agreement, the Employer shall make regular payment to the appropriate state and federal agencies for social security, worker's compensation and unemployment insurance and shall furnish satisfactory proof of such to the Union on request.

Section 7.03 - Wages shall be paid weekly, not later than quitting time on Friday and not more than one week's wages may be withheld at any time. Any employee not receiving pay by 4:30 PM on Friday may request an advance. The Employer will continue to make every effort to pay on Thursday. Pay will be made by Direct Deposit or through the US Mail. All Employees hired after March 6, 2010, will receive pay by direct deposit or pay card.

Section 7.04 - Newly hired employees shall be considered to be probationary employees until they have been on the payroll for ninety (90) working days, which period shall be considered a trial period. During said period any such employee may at the exclusive discretion of the Employer be discharged without cause or notice.

Section 7.05 - An employee injured on the job shall be paid in full for the day of injury as per his normal working hours. The crew he is with will complete their normal workday. Lewis Tree Service will e-mail an Accident Log to the union every week showing the following:

Employee name, date of accident, date accident reported, type of accident, GF, Crew Leader, and description of accident. Union to notify the Risk Management Department if they feel there are any discrepancies. In the event of an OSHA Recordable Accident, a copy of the accident report will be mailed to the employee.

Section 7.06 - In the event time is lost due to inclement weather, employees may make up such time by working not more than eight (8) hours at the applicable rate of pay on the Saturday immediately following such lost time.

Section 7.07 - All employees must have a valid driver's license. All employees must have the appropriate driver's license and medical cards where necessary to operate a vehicle.

Section 7.08 -

A. All employees in the foreman classifications as of January 1st of the existing year shall receive an allowance up to \$ 150.00 per year for his own personal gear. This gear shall consist of rain wear, gloves, approved work boots and tool box with tools consisting of at least a hammer, screwdrivers, pliers, crescent wrench, socket set and jumper cables. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

B. All employees in classification other than foreman as of January 1st of the existing year shall receive an allowance of \$ 75.00 per year for his personal gear. This gear shall consist of rain wear and gloves. This gear is mandatory and must be with the employee and/or on the truck assigned during all working hours.

C. Reimbursement for all personal gear shall be by valid receipt only. Receipts for purchases made shall be submitted between June 1st and June 30th for purchases made. Payment will be made within three weeks following approval of tool allowance request. Payment will not be made again until the following June for purchases made during that twelve month period.

Section 7.09 - Employees required to begin work two (2) hours before the regular starting time or to continue work two (2) hours past the regular quitting time and every four (4) hours thereafter shall be entitled to a meal allowance of \$10.50. A valid receipt for each meal must be submitted with the weekly time reports for immediate reimbursement for the following pay period.

Section 7.10 - All employees shall stay with the truck at his appropriate parking spot until posted quitting time every day. This time shall be used to maintain their truck and make out the daily paperwork. Anyone found leaving the job site early, either by the Employer or a customer, shall be docked the appropriate amount of time for the whole crew.

Section 7.11 - All employees shall be issued by the employer the following mandated personal safety equipment as applicable to perform their job safely at no charge. This equipment shall be replaced according to O.S.H.A. specifications on an as needed basis.

1. Hard hat
2. Pair of leg chaps
3. Pair of safety glasses
4. Reflective vest or equivalent
5. Hearing protection

All of this safety equipment shall be worn at the proper time. If this equipment is lost, stolen or broken due to neglect, etc., during the course of the year, the employee shall purchase said equipment at the posted applicable rate. If the employee does not have the proper equipment issued, he will not be allowed to work until it is acquired and will in turn be issued a safety warning notice. It shall be the responsibility of the employee to wear personal clothing items in compliance with both OSHA and the utility. Uniforms and Fire Retardant Clothing if required will be provided by employer.

Section 7.12 – Personal Electronic Devices are restricted from use during working hours, and shall remain in the Employee's personal vehicle or the Company vehicle during working hours. Any company issued devices, or approved devices, shall be used in accordance with the company policies regarding electronic devices and their usage. Discipline shall be progressive and each violation shall be documented.

ARTICLE 8

Job Classifications

Section 8.01 - All promotions shall be based upon procedures outlined in the Employer's Safety and Training Manual.

Section 8.02 - A tree trimmer who takes a crew out on a temporary basis shall be paid "B" Foreman rate unless they have previously been rated as "A" Foreman. In which case, they shall be paid "A:" Foreman rate.

ARTICLE 9

Benefits

Section 9.01 -- Holidays - All employees covered by this Agreement shall be entitled to ten (10) holidays off with pay. Holidays may be arranged to coincide with the Utility whose property the Employer is working on. At no time shall the employee receive less than the ten (10) paid holidays.

All employees must be employed at least sixty (60) days prior to the holiday to be eligible for that holiday pay and must have worked the last scheduled workday before and the next scheduled workday following the holiday unless otherwise excused by management.

Section 9.02 - Vacation plan - All employees covered by this Agreement are entitled to a paid vacation as determined by length of continuous service. The vacation period shall be January 1st through December 31st. When possible vacations will be taken in weekly segments, with prior employer approval segments of less than one week may be used. All vacation time must be used during the calendar year that it is due. Vacation cannot be cumulative from year to year. All vacation entitlements shall be based on January 1st anniversary date, after the employee's first twelve months or less of employment.

A. (1) All employees having one year or less of continuous service with the employer prior to January 1st of the current year shall receive vacation based on the schedule below, provided the employee has completed their probationary period. This January 1st will be considered as their first anniversary date.

EMPLOYMENT	NO OF DAYS ENTITLED
Jan, Feb, March	5
April, May, June	4
July, Aug., Sept.	3
Oct., Nov., Dec.,	2

(2) All employees having continuous service on their second January 1st anniversary date shall be entitled to five (5) days' vacation with pay.

(3) All employees having continuous service on their third January 1st anniversary date shall be entitled to ten (10) days' vacation with pay.

(4) All employees having continuous service on their tenth January 1st anniversary date shall be entitled to fifteen (15) days vacation with pay.

(5) All employees having continuous service on their twentieth January 1st date shall be entitled to twenty (20) days' vacation with pay.

B. Regardless of the above vacation provisions, no employee shall be eligible for full paid vacation unless they have 1850 "Good Time" hours in the preceding year.

"Good Time" hours are defined as hours worked and paid benefit hours. If 1850 "Good Time" hours were not accumulated, vacations will be pro-rated.

C. If any one of the paid holidays listed in this Agreement occurs while an employee is on vacation, that employee shall be entitled to an additional day of vacation either at the beginning or the end of his scheduled vacation period or a day's pay in lieu thereof. Employees will be required to select the day off in lieu of holiday during vacation, at the time of vacation selections, or a day's pay in lieu thereof, if desired.

D. Employees who are working as Foremen the week prior to their vacation shall be paid at the Foremen rate for vacation.

E. The Employer shall post a vacation schedule in January of each year. All vacation picks must be made by March 15th of that year. Seniority shall govern the vacation picks however, such vacation must be in by March 15th or the employee will lose their seniority pick.

F. The number of employees permitted to go on vacation at one time is governed by the employer and its needs. If an employee splits his vacation, he will be allowed only one (1) choice of dates, taking his remaining vacation only after other employees in order of seniority have exercised their choice of dates.

Section 9.03 - Personal Well Days - All employees covered by this Agreement who have completed one (1) year of continuous service from date of hire, shall be entitled to three (3) personal well days with pay during the course of a year with perfect attendance in three defined periods.

A. One (1) day to be earned for each four months perfect attendance (Period I starts January 1 and ends April 30, Period II starts May 1 and ends August 31, Period III starts September 1 and ends December 31).

B. Perfect attendance requires an employee to work every workday within the periods. All union benefit days to be counted as work days providing they were scheduled in advance by mutual agreement.

C. Personal well days are to be scheduled in advance by mutual agreement. Mutual agreement cannot be denied when employees give one or more week's notice of the requested day off. Personal well days may be used as a sick or emergency day off without prior notice, provided call in procedures are followed.

D. Personal well days may be used during extreme inclement weather where it is impossible to get a crew out working due to such conditions. These days must be authorized by the General Foreman and/or Division Manager unless the day is used under (C) above.

E. Personal well days must be used within a calendar year; well days earned during the last third of the year must be used within the first four months of the following year.

Section 9.04 - (A) Insurance Plan -The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The initial rate schedule is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 52.93	\$ 97.70	\$ 130.04

(B) Life Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a \$ 50,000.00 Life Insurance Plan, effective January 1, 2011. All Employees are responsible to inform the Employer, in writing of any changes in their beneficiary selection for this plan.

(C) Disability Insurance – The Employer will provide to all eligible Employees with sixty (60) days or more of employment, a Disability Insurance Program, effective January 1, 2011. The plan will provide a weekly pay benefit of 70% of the normal weekly (40 hour) pay with a maximum of \$ 300.00 per week.

Section 9.05 - Bereavement Plan, When an employee with at least one hundred twenty (120) days of employment is absent from work for the purpose of arranging for or attending a funeral for member of his immediate family, the Employer, will pay for eight (8) hours at his regular straight time pay for each work day missed, up to a maximum of three (3) consecutive work days. Immediate family is defined as spouse, son, daughter, mother,

father, brother, sister, mother-in-law, and father-in-law. One (1) paid day is allowed for grandmother and grandfather, two (2) additional unpaid days will be allowed in extreme cases.

Section 9.06 - Pension Plan, All employees with sixty (60) or more days of employment shall be eligible to participate in the Lewis Tree Service, Inc. Savings and Investment 401 (k) Plan.

A. Effective March 26, 2010, the Employer agrees to make a one percent (1%) matching contribution of the Employee's gross wages into the plan.

B. Effective January 30, 2011, the Employer agrees to increase their current one percent (1%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

C. Effective January 29, 2012, the Employer agrees to increase their current one and one-half percent (1.5%) contribution of the Employee's gross wages by one-half percent (.5%) into the plan.

The new matching Lewis Tree Service, Inc. Savings and Investment 401(k) Pension Plan is a voluntary plan. Open enrollment will be from November 1st – December 31st of each year. The plan year will be based on the fiscal year from January 1st – December 31st of each year.

ARTICLE 10

Grievances and Arbitration Procedure

Section 10.01 - There shall be no stoppage of work by strike or lockout because of any proposed changes in this Agreement or disputes over matters relating to this Agreement. All such matters must be handled as stated herein.

Section 10.02 - Whenever any dispute or grievance arises, it will be considered and adjusted by conference as follows:

A. Conference between the employee involved, the Union Steward, and the employee's General Foreman. Any resolution will be consistent with the terms of Agreement.

B. Any dispute or grievance not adjusted in step (A) shall be within ten working days (following the answer at Step A) reduced to writing and submitted by the Union to the Employer's Area Manager.

C. Any dispute or grievance not adjusted in Step B shall be advanced by the Union to the Employer's corporate office within ten (10) working days following the answer at Step B.

D. In the event that the parties do not reach a mutually satisfactory settlement of the matter in controversy as provided in Step C, either party may, within twenty (20) working days following the answer in Step C, file a demand for arbitration by giving written notice to the other party and to either The American Dispute Resolution Center, The American Arbitration Association, The Federal Mediation Service or alternatively, if empanelled to a Board of Arbitrators consisting of 3 members, one of whom shall be designated by the Union, one of whom shall be designated by the Employer and a third neutral member mutually selected by the Union and the Employer. Such Board shall be empanelled if the names and address of the three Arbitrators are available to the Union and the Employer. In such a case, a demand for Arbitration with the panel shall be forwarded within the above twenty (20) working day period to the "neutral member" who will notify the Employer and Union designated arbitrators and conduct a hearing of the matter as soon as possible, but in any event within forty-five (45) days of receipt by the neutral of the arbitration demand, unless an extension is mutually agreed upon by the Union and the Employer. The Arbitration Panel will issue a written decision and award within thirty (30) days after hearing the case unless by mutual agreement of the parties and extension is granted. Such decision shall be final and binding upon the parties if agreed upon by a majority of the arbitration panel. In the event, the matter is filed with the ADRC, then the case will be heard and decided pursuant to the ADRC labor arbitration rules.

E. Upon the written request of either party within the time limit of any step, such time limit may be extended by mutual consent.

Section 10.03 - Any matter to be processed as a grievance hereunder shall be initiated within ten (10) days from the date of its occurrence, or the date upon which any employee or the Union became knowledgeable of such grievance, but not to exceed thirty (30) days from the date of occurrence or the matter shall be considered waived.

Section 10.04 - Any grievance not processed in accordance with the time limits of the procedure shall be considered waived.

ARTICLE 11

Section 11.01 - The Employer and the Union practices and policies are administered in accordance with pertinent state and federal laws including Title VII of the Civil Rights Act of 1964, as amended: Executive order 11246, Section 503 of the Rehabilitation Act of 1973, Age Discrimination in Employment Act of 1967, Equal Pay Act of 1963, Vietnam – Era Veterans Assistance Act of 1974 and all other legislation prohibiting discrimination.

ARTICLE 12

Binding Clause

Section 12.01 - “Should any provision of the 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.

ARTICLE 13

Wage Rates

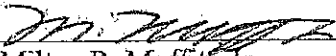
Section 13.01 - The following wage rates shall remain in effect for the term of this agreement.

STANDARD RATES – MUNICIPAL CONTRACTS

	<u>5/18/201</u>	<u>2/1/201</u>	<u>1/31/201</u>
<u>CLASSIFICATION</u>	<u>4</u>	<u>5</u>	<u>6</u>

LEAD FOREMAN	\$24.76	\$25.38	\$26.02
FOREMAN "A"	\$23.28	\$23.86	\$24.46
FOREMAN "B"	\$20.79	\$21.31	\$21.84
SPRAY FOREMAN	\$20.79	\$21.31	\$21.84
TREE TRIMMER I	\$18.71	\$19.18	\$19.66
TREE TRIMMER II	\$17.68	\$18.12	\$18.58
TREE TRIMMER III	\$16.64	\$17.06	\$17.49
SPRAYMAN	\$16.64	\$17.06	\$17.49
GROUNDMAN	\$15.59	\$15.98	\$16.38
GROUNDMAN-start	\$12.47	\$12.79	\$13.11

SIGNED FOR:
International Brotherhood of
Electrical Workers, Local 42

By 
Milton R. Moffitt, Jr.
Business Manager
Financial Secretary

Date: 07/18/2014

SIGNED FOR :
Lewis Tree Service, Inc.

By 
Senior Vice President

Date: 8/20/2014



MEMORANDUM OF AGREEMENT

Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. The parties hereby agree that the ten guaranteed paid holidays as outlined in Article IX, Section 9.01 of the collective bargaining agreement are observed as follows:

All Divisions will be given the following holidays off with pay:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Division 20 Employees shall be given the following holiday off with pay:

Good Friday

Division 25 and Division 42 shall be given the following holiday off with pay:

Columbus Day

 SR VP
Lewis Tree Service, Inc.

4/25/12
Date


IBEW Local 42


4/23/13
Date

MEMORANDUM OF AGREEMENT

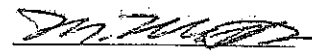
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

Safety Committee

- I. The parties hereby agree that a joint safety and training committee comprised of four (4) Employer management personnel and four (4) I.B.E.W. Local 42 members will meet three (3) times annually to advance the safety, training and professionalism of the Employer, the IBEW Representatives and the Members in the employer's employ. Every best effort will be made to meet in February, July and October, meetings will last a minimum of four (4) hours. Committee membership will rotate every two (2) years.


Senior Vice President
Lewis Tree Service, Inc.

8/30/2014
Date


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

07/18/2014
Date

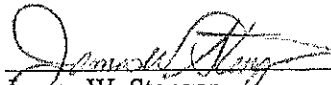
AMENDMENT
to the
COLLECTIVE BARGAINING AGREEMENT

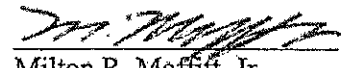
Between
Lewis Tree Service, Inc. (The Employer)
and
Local Union No. 42 (The Union)
of the
International Brotherhood of Electrical Workers

- I. Article 9, Section 9.04 - (A) Insurance Plan – The Employer will provide to all eligible employees with sixty (60) days or more of employment the Excellus Blue Cross Blue Shield PPO Plan as outlined in the attached summary of benefits. The Employer shall pay 50% of all increases and the employees shall pay the remaining 50%. If and when an increase occurs, the Employer shall notify the Union in writing two (2) weeks prior to the effective date of the amount of said increase. All employees are responsible to inform the Employer of any change in their status coverage (i.e. married, single, dependents, etc.)

The rate schedule, effective January 1, 2014 is:

	Weekly Employee Rate		
	Single	2-Person	Family
Blue PPO Plan	\$ 58.61	\$ 106.91	\$ 141.82
Cigna PPO Dental	\$ 3.30	Not applicable	\$ 5.57


James W. Stenger
Senior Vice President/CFO
Lewis Tree Service, Inc.


Milton R. Moffitt, Jr.
Business Manager/Fin. Sec.
IBEW Local 42

12-23-14
Date

12/22/2014
Date

