AGREEMENT

between

ASPLUNDH TREE EXPERT, LLC
CONSUMERS POWER, INC.

and

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

Medford, Oregon

EFFECTIVE: January 1, **2025**

THROUGH: December **27**, **2025**

WITNESSETH THAT:

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

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

ARTICLE I
RECOGNITION – NO STRIKE – NO DISCRIMINATION

1:1 The intent of this Agreement is to establish uniform conditions of employment for Outside Electrical Workers as follows. For the purposes of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment, the Company recognizes the Union as the exclusive representative of all employees regularly employed by the Employer performing line clearance, tree trimming and vegetation control, including apprentices, flaggers, inspectors and foremen, on the property or right of way of Consumer Power, Inc.; but excluding all office clerical employees, managers, general foremen, guards, supervisors as defined in the Act, and all other employees.

1:2 The Company is engaged in rendering service to a public utility which renders service to the public, and the Union and the Company recognize that there is an obligation on each party for the continuous rendition and availability of such services.

1:3 The duties performed by employees of the Company as part of their employment pertain to and are essential in operation of a public utility and the welfare of the public dependent thereon. During the term of this Agreement, the Union shall not call upon or authorize employees individually or collectively to cease or abstain from the performance of their duties for the Company, and the Company shall not cause any lockout.

1:4 Employees who are members of the Union shall perform loyal and efficient work and service, and shall use their influence and best efforts to protect the properties of the Company and its service to the public.

1:5 It is the policy of Company and Union not to discriminate against any employee because of race, creed, sex, age, religion, color, disability, veteran status or national origin, as defined in any applicable federal and/or state law.

ARTICLE II
TERM OF AGREEMENT

2:1 This Agreement shall take effect January 1, **2025**, and shall remain in effect until December **27**, **2025**, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

2:2 (a) Either party desiring to change or terminate this Agreement must provide written notification at least ninety (90) days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

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

2:3 This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing, signed by the parties hereto the same as this Agreement.

ARTICLE III
MANAGEMENT RIGHTS

3:1 Except as expressly modified or restricted by a specific provision of this Agreement, all inherent managerial rights, prerogatives, and functions which the Employer had before union representation in the bargaining unit, are retained and vested exclusively in the Employer, including but not limited to, the rights, in accordance with its discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine and revise the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to train, retrain, cross-train, and to test and determine their ability; to test employees for use of drugs and/or alcohol; to set and revise standards of employee productivity and work quality; to determine and change the equipment to be used and operated; to determine whether to pay employees over the pay scale provided herein and, if so, in what amount and for what duration, providing that the Employer will upon request explain to the Union its rationale for doing so; to maintain the efficiency of operations; to determine and change the staffing methods, means, and facilities by which operations are conducted; to control, regulate, delete or change the use of machinery, facilities, equipment and other property of the Employer and operating procedures pertinent thereto; to schedule and reschedule work, jobs, and assignments; to add, change or delete job content; to introduce new or revised equipment and/or service or services; to determine the number, location and operation of unit work; to establish and revise safety standards; to conduct performance reviews of employees; to requires (but not be obligated to provide) light duty work for workers compensation claimants; to issue, amend and revise policies, rules, regulations, and practices not inconsistent with the specific terms of this Agreement; and to assure continuous performance of the unit's work. The exercise of any management right includes the right to revise the way in which such right originally was exercised. However, the right of the Union to bring a grievance alleging abuse of these or any other rights stated in this Agreement is recognized.

3:2 The Company maintains certain reasonable policies and practices by necessity, since all employment is based on successful execution of customer contracts which specify high standards of workmanship, conduct, productivity and safety.

Violations of such policies and standards by employees, which shall be cause for disciplinary action or discharge, shall include but are not limited to: (a) failure to observe safety rules, (b) providing false information to the company, (c) repeated tardiness, (d) unexcused absence, (e) fighting, getting into altercations with, or using profane or abusive language to customers, property owners, and/or fellow employees during working hours, (f) gross carelessness in the performance of duties, (g) causing

damage to Company equipment by gross carelessness or improper use, (h) unauthorized use of Company equipment, (I) use of alcoholic beverages or narcotics during working hours, and (j) falsifying records.

3:3 The Union agrees that if, during the life of this Agreement, it grants to any other Employer in the Electrical Contracting Industry, on work covered by this Agreement, such better terms or conditions for any job or project than those set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement for the same job or project and the Union shall immediately notify the Employer of such concessions.

3.4 The Employer reserves the right to implement a technology or process to clock employees in at the beginning of a work period and out at the end or interruption of a work period. The technology or process may also be used to verify the identity of the individual who is working each day and may also be used to input working hours to pay employees accurately.

ARTICLE IV
UNION SECURITY

4:1 All workmen employed by the Employer shall, as a condition of employment, tender the full and uniform admission fees in effect in the Local Union on the thirtieth (30th) day following the beginning of employment under this Agreement, or the effective date of the Agreement, whichever is later. All workmen accepted into membership shall, thereafter, maintain their continuous good standing in the Union as a condition of employment by paying regular monthly dues and/or working dues uniformly paid by other members of the same classification in the Union in order to defray the costs of the Collective Bargaining Agreement in accordance with its rules. In the event that a**n employee** fails to tender the admission fee or that a member of the Union fails to maintain **their** membership by paying monthly dues and/or additional working dues in accordance with the provisions of this section, the Union shall notify the Employer in writing and such written notice shall constitute a request to the Employer to discharge said individual **employee** within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) for failure to maintain membership by paying monthly dues and/or additional working dues in the Union in accordance with its rules above referred in this paragraph. The member terminated for not paying dues shall NOT be paid off at the time of termination, but **their** final check will be mailed to their last known address or Local Union address as indicated in writing by the member.

4:2 In the event that the Union does not accept into membership any **employee** tendering the admission fee and regular monthly dues and/or additional working dues, the foregoing paragraph shall not be applicable, provided however, that the Union may, at any time thereafter decide to take such **employee** into membership, in which case said **employee** shall be required to tender the full and uniform admission fees in effect in the Local Union not later than thirty (30) days following notification by the Union and thereafter be required to maintain **their** membership by paying monthly dues and/or additional working dues in accordance with the provisions of the foregoing paragraph. In the event that such **employee** fails to comply with this paragraph, the Union shall notify the Employer and the Employer shall discharge said **employee** within forty-eight (48) hours.

4:3 Employees subject to the provisions of this Agreement may voluntarily authorize the Employer, in writing, to deduct basic monthly and working dues on or before the last business day

of each month. The Union shall submit to the Employer a statement listing the names of the members of the Union and the amount due to the Union by each member for such dues. The dues to be withheld from a given member may be modified by the Union semiannually. The Employer will forward the dues to the Union no later than the fifteenth of the month following the month in which deductions were taken.

4:4 The Union shall indemnify and save the Employer harmless from and against any and all liability, cost, damage and expense, which might arise out of deductions made or other action taken or omitted by the Employer pursuant to or in attempting to comply with the provisions of this Article. The Union assumes full responsibility for the disposition of the funds, once received by the Local Union.

4:5 When terminating an employee for any reason, the Employer will provide the employee with a completed termination slip on a form provided by the parties to this Agreement. Such slip is to show the full name of the employee, classification in which employed, date of termination, reason for termination and whether or not the employee is eligible for rehire. The termination slip should be given to the employee at the time of termination or will be mailed no later than the next workday after termination to the employee at **their** last known address, with copies to the Local Union.

4:6 The Employer and the Union shall not discriminate against employees in regard to hire or tenure of employment by reason of Union membership, provided however, all workmen, members of the Union or otherwise, shall be classified and receive the wage scale as provided in this Collective Bargaining Agreement.

4:7 The Business Manager shall have the right to appoint a Steward at any yard where workmen are employed under the terms of this Agreement. The Employer shall be promptly notified in writing of said appointments.

Under no circumstances shall the Employer dismiss or otherwise discriminate against an employee for making a complaint or giving evidence with respect to any alleged violation of this Agreement.

The Employer shall notify the Local Union prior to layoff or termination of the Shop Steward.

4:8 The Union Business Manager or **their** representative shall be allowed access to any shop or job at any reasonable time where **employees** are employed under the terms of this Agreement as long as **they do** not interfere with the job or work.

4:9 When requested by the Employer, the Union may refer applicants for consideration by the Employer in accordance with the IBEW guidelines. The Employer retains the exclusive right to determine whether to hire or reject such applicant for employment.

4:10 Seniority.

A. Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed broken when an employee: 1) is discharged for cause, 2) voluntarily terminates employment, 3) voluntarily takes a lay off or 4) fails to return to work upon expiration of an approved leave of absence.

B. Seniority shall be used as a basis for determining transfer rights, protection against demotion and for lay off.

C. Consideration for promotion or transfer to vacancies will also take into account ability and qualifications of the applicants. The Company will only consider applications from those applicants that are on file at the time of the vacancy. Should there be no qualified applicants on file at the time of the vacancy, the Company may fill the position at its discretion.

D. Any transfer of employees between utilities will first be discussed with the Union.

4:11 Temporary Vacancies. Whenever a temporary vacancy occurs in any job classification, the Company may fill it by appointment. The Company shall fill such vacancy with the senior qualified employee in the next lower classification within the headquarters where the vacancy exists. Temporary vacancies shall be those vacancies caused by the absence of an employee due to an industrial injury, leave of absence, vacation, sick leave, or any additional job which the Company contemplates will be of ninety (90) days duration or less.

4:12 The Employer **shall** notify the **Business Manager or the Assistant promptly of the names and Social Security numbers, through secure file transfer, of such temporary employees, within two (2) weeks of being** hired.

ARTICLE V
GRIEVANCE PROCEDURE

5:1 A grievance is hereby defined as a claim of a violation of any specific provisions of this Agreement. No grievance shall be considered unless it has first been presented within twenty (20) working days of the alleged occurrence or the date the employee or Union should have reasonably become aware of the incident which is the basis for the grievance. Grievances will be considered and adjusted by conference as follows:

(a) Conference between the employee involved, the Union Shop Steward and the employee's General Foreman.

(b) Any dispute or grievance not adjusted in step (a) above shall be reduced to writing by the Shop Steward or Grievant and mailed or presented to the Company Supervisor and the Union Business Manager within five (5) working days. The written grievance must contain a statement of the nature of the grievance, the specific provision of this Agreement allegedly violated, the grieving employee(s) and the specific remedy sought.

(c) In the event the matter is not adjusted in accordance with the provisions of step (b) above within five (5) working days, it shall be referred to the Union Business Manager or Representative and the Manager or Representative in writing within three (3) working days.

(d) The grievance meeting in step (c) shall be held within thirty (30) days of the submission by the Union of the matter in question;

(e) Should the parties not reach a mutually satisfactory settlement of the matter in controversy as provided in step (d) above within ten (10) days, either party may demand arbitration by giving written notice to the other.

(f) Any grievance not processed in accordance with the time limits of the procedure shall be considered waived.

(g) Upon written request, and mutual consent of the parties, time limits of any step may be extended.

5:2 The sole Arbitrator shall be selected through the Federal Mediation and Conciliation Service and in accordance with the rules of the Federal Mediation and Conciliation Service. The Federal Mediation and Conciliation Service shall be directed to submit a list of at least seven (7) names. A name shall be selected from the list agreeable to both parties through each party alternately striking names until one name remains who shall be the Arbitrator. The expense of the Arbitrator shall be borne equally by both parties. Each shall bear the expense of its own witnesses. The Company and the Union shall each bear the expenses of its own representatives. Either party may call any employee as a witness in any arbitration hearing and if the employee is on duty, the Company agrees to release such employee from duty so **they** may appear as a witness.

5:3 Fees and expenses of the Arbitrator, **their** expenses and the cost of the hearing room shall be borne equally by the Company and the Union. No other joint expenses shall be incurred except by mutual written agreement of the parties. The parties shall bear the cost of the presentation or their own case and witnesses. The Arbitrator shall hear the evidence and render **their** decision in writing, which shall be final and binding upon both parties.

5:4 Before the submission of a grievance to the arbitration hearing, the Employer and the Union shall set forth in writing the specific issue or issues to be submitted to arbitration, and the arbitrator shall confine **their** decision to such stipulation of issue or issues. If a stipulation of issue or issues has not been arrived at by the parties at the time the arbitrator is present to hear the case, the original written grievance shall be used and considered as the subject matter for the issue of the case.

5:5 The Arbitrator may interpret the express language of this Agreement and apply that language to the grievance presented to **them**, but shall have no authority to in any way, directly or indirectly, add to, subtract from, ignore or modify any of the terms or provisions of this Agreement. The Arbitrator shall not decide issues which are not directly involved in the case submitted to **them**, and no decision of the Arbitrator shall require the payment of a wage rate or wage basis different from, or the payment of any wages in addition to, those expressly set forth in this Agreement. The Arbitrator shall not substitute **their** judgment for that of the parties in the exercise of rights granted by or retained by this Agreement. Management's rights not specifically limited by the express terms

of this Agreement are not subject to arbitration. An Arbitrator may hear more than one issue at a given arbitration only if this is mutually agreed to in advance by the parties.

5:6 Awards or settlements of grievances shall in no event be made retroactive beyond the occurrence giving rise to the grievance.

5:7 Pending final disposition by the Arbitrator, the employee discharged or suspended shall use all available means to mitigate the potential back pay liability, and the Employer shall have the right to request verification thereof. In the event any back pay award is determined to be appropriate, the amount of back wages shall not include any time during the period the employee was off wherein the operation was shut down for any reason, including emergency and inventory, and shall not include any money the employee received during the period **they were** off including, but not limited to, any other employment (including self-employment, but excluding any secondary employment held while an employee of the Employer) unemployment compensation or worker's compensation.

ARTICLE VI
HOURS AND OVERTIME

6:1 The established pay week for the Company is from Saturday midnight to Saturday midnight. The basic workweek shall consist of five (5) workdays of eight (8) hours each and shall begin Monday and run through Friday. An extended workweek shall begin at starting time Monday and continue until the next Monday starting time. The normal hours of work for all employees shall be from 7:00 a.m. to 3:30 p.m. with a meal period of thirty (30) minutes which normally will be from 12:00 noon to 12:30 p.m. provided, however, that the regular lunch period may be advance*d* or delayed an hour or less when work must necessarily be performed during the regular lunch period. Such a change in the lunch period shall not be deemed to require the payment of overtime.

The regular hours of work may be changed by the Company. Such a change in the regular hours of work shall not be deemed to require the payment of overtime.

6:2 The Employer reserves the right to establish a regular work schedule of four (4), ten (10) hour days, scheduled between Monday and Friday, inclusive.

6:3 Employees shall report to work at pre-determined assembly points and shall return thereto at the conclusion of the day's work; and the time spent in traveling between such assembly points and the job site shall be considered as time worked.

6:4 Overtime is defined as (a) time worked in excess of forty (40) hours in a workweek, (b) time worked outside of the normally scheduled hours of work and (c) time worked on a holiday or a Sunday. Overtime shall be computed to the nearest quarter hour. Nothing contained herein shall be construed to require payment of overtime under more than one of the foregoing definitions for a single period of overtime.

There shall be no pyramiding of overtime. Hours that an employee does not work but for which they are compensated shall not be considered hours worked for the purpose of computing overtime.

6:5 Overtime compensation shall be paid at a rate of pay equivalent to two times (2Xs) the regular rate of pay. An employee shall be expected to work overtime requested by the Company.

6:6 Crew time lost during the normal workweek due to inclement weather, equipment breakdown or other circumstances beyond the control of the Employer may, at the Employer's discretion, be made up during that workweek, including Friday or Saturday. Such make up work shall be paid at straight time, except for those hours worked in excess of 40 hours in the workweek. If make up work is scheduled by the Employer, the employee may request in advance to be excused from such work and the absence will be granted.

6:7 The provisions of this Agreement shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

6:8 When employees are required to work overtime on storm damage or emergency callout, the following conditions will apply. Meals: maximum meal allowance will be reimbursed at seven dollars ($7.00) for breakfast, 6:00 a.m. to 9:00 a.m.; eight dollars ($8.00) for lunch, noon to 2:00 p.m.; thirteen dollars ($13.00) for dinner, 6:00 p.m. to 8:00 p.m.; and ten dollars ($10.00) for midnight meal, midnight to 12:30 a.m. Meal paid by receipt only except as identified below. Employees will not be paid for time spent eating. On jobs in excess of twenty-four (24) hours' duration, lodging will also be provided by the Contractor. No additional charges will be reimbursed. Meal allowances will not be provided where meals are furnished by the Employer or utility customer.

If employees are unable, through no fault of their own, to take time for a meal under this section they shall either be provided a reasonably adequate meal, at the job site, and at the Contractors expense or paid the allowance for that meal without receipt as provided above.

6:9 Wages shall be paid weekly not later than quitting time on Friday via direct deposit to an employee's bank account for the time worked the previous week, pay check stubs will be made available through the employee portal. Employees hired prior to the effective date of this Agreement who have chosen not to participate in direct deposit may receive their pay via check through the U.S. Postal Service to a designated address. When the employee quits **their** job, **they** shall receive **their** pay in full, except any unscheduled overtime, which shall be mailed to **their** last known address no later than Friday of the next workweek.

It shall be the responsibility of any employee working alone to have time sheets mailed or delivered to the Employer promptly after the completion of the pay period. It shall also be the employee's responsibility to notify the Employer promptly if wages do not arrive by the scheduled time.

6:10 Any employee reporting for work at starting time in the morning and being terminated before noon, not having been notified the day previous, shall be paid for four (4) hours wages; if terminated any time after noon, **the employee** shall be entitled to eight (8) hours pay. If an employee is terminated for cause, only the actual hours worked shall be paid. If an employee's tools and belongings are not available to **them** at headquarters when **they are** terminated, **the employee** shall be paid only that time required to gather these items but not to exceed four (4) hours.

6:11 The Employer shall pay for traveling time and furnish transportation for all employees from the place where they report for work each day and return to the same place at the end of each workday on all work within the jurisdiction of the Union.

6:12 An employee called in to work outside their regular shift (unless the employee is called to work less than two (2) hours before the beginning of **their** regular shift) or who is required to respond to a request by the utility customer to continue work at the end of a regular shift, shall receive a minimum of two (2) hours overtime pay.

6:13 When an employee reports for overtime work and works six (6) hours or more outside **their** regular shift hours, **the employee** shall receive a minimum eight (8) hours rest before this regular shift begins. If the Employer requires the employee to return for a regularly scheduled shift with less than eight (8) hours rest the regular shift hours will be at the overtime rate. After eight (8) hours rest, any remaining portion of the regular shift may be worked at the straight-time rate of pay.

6:14 Employees will be allowed two **15 minutes** Rest Periods**, one in the morning as close to quarter shift as possible and one in the afternoon as close to three quarter shift as possible. Rest periods may be adjusted by the crew as working conditions may dictate.**

ARTICLE VII
MISCELLANEOUS

7:1 The Company shall furnish all necessary tools and equipment. Employees will be responsible for the tools and equipment issued to them providing the Company provides a safe place for storage. Employees may be required to pay for tools lost or damaged due to carelessness or willful abuse.

7:2 If an employee's health or physical ability becomes impaired to the extent that **they** cannot perform the work of **their** classification due to a temporary workers compensation injury, the Company shall give such employee light work, when available, within **the employee's** ability to perform for which **they** shall be compensated at **their** normal rate of pay.

7:3 (Employees will be required on their own time to attend first aid and CPR training. Employees will be required to obtain and maintain a current card or certificate of completion of first aid and CPR training within sixty (60) days of employment. Company will provide at its cost a meeting room, trainer and all materials necessary to obtain and maintain both first aid and CPR cards and/or certifications. Training will be scheduled thirty (30) days in advance. Employees who elect not to attend scheduled training will be required to secure the necessary training on their own and at their own expense prior to the expiration of their cards and/or certifications.

7:4 Employees shall report to work dressed in suitable attire to perform their duties and shall be neat and clean in appearance.

7:5 The Company requires all foremen, Climbers and Apprentices to have and maintain a Commercial Driver's License as a condition of employment. New employees shall have ninety (90) days from their date of employment to obtain a Commercial Driver's License Learner's Permit and

one hundred and twenty (120) days from their original date of employment to obtain a Commercial Driver's License. The employee is responsible for the cost of obtaining and maintaining such license. The Company will provide a truck for testing purposes at no cost to the employee. An employee who is unable to maintain a CDL for legitimate medical reasons may be offered other work by the Employer if such work is available.

7.6 New employees within the bargaining unit will be probationary employees until they have been employed and actually worked within the bargaining unit for six (6) months (1040 hours). During the probationary period, Company may demote, lay off, discipline or terminate such employee and such action shall not be subject to the grievance and arbitration procedure.

Probationary period employees laid off as a result of a reduction of workforce before completion of the probationary period and subsequently re-hired within 60 days shall retain their "time worked" company seniority, from the date of the original hiring, for all purposes listed in this Agreement.

7.7 Any employee promoted to a higher classification will be subject to a three (3) month classification evaluation period. During such evaluation period, the Company may demote such employee to their former classification and such action will not be subject to the grievance and arbitration procedure.

7:8 No Employer, employee or their agents shall give or accept directly any rebate of wages.

7:9 Substance Abuse: The Union recognizes the need for the Company to maintain a Drug Free work place. Drug testing will be implemented in accordance with Company policy as written at this time.

7:10 The Company will pay for the cost of a **Commercial Applicators** License **along with ODOT Flaggers Certification** and study materials when such license**s are** required by the Company. Company will pay for employee's time, pay for employee's parking and provide at its cost a meeting room, trainer and all materials necessary to obtain and maintain the **Commercial Applicators** License **and Flaggers Certification**. Training will be scheduled thirty (30) days in advance. Employees who elect not to attend training provided by the Company will be required to secure the necessary training on their own and at their own expense.

The Company agrees to provide a **two percent (2%)** wage increase to employees with a valid **CDL, Commercial Applicators** license **and Flaggers Certification**.

7:11 When the Employer does not have work available for thirty (30) calendar days, a person will no longer be considered an employee (vacation, illness, injury excepted).

7:12 Employees working under the terms of this Agreement will not be required to work on the following Holidays or days celebrated as such and will be allowed unpaid time off to celebrate a Holiday recognized below: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, and Christmas Day.

When working a 4-10's schedule the employees and the employer shall come to a mutually acceptable agreement regarding a work schedule for Holiday week(s) which will allow the employees to work 40 (forty) hours and receive 40 (forty) hours of pay while allowing for unpaid time off to celebrate a Holiday recognized above.

7:13 All employees covered by this Agreement shall be entitled to **paid vacation** each year, providing the employee gives two (2) weeks' advance written notice to the Employer. Hours will be available upon completion of the 12-month consecutive anniversary period and total years of service as defined in the following schedule:

After:	Hours Available:
One (1) year of service and up to four (4) years of service	40 hours
Five (5) years of and above	80 hours

Paid vacation must be requested at least thirty (30) days in advance and will be on a first come basis. If two or more employees request at the same time, seniority by utility will prevail as a means of determining the scheduling of employee time off.

7:13:1 When an employee's scheduled and approved **paid vacation** falls on a week when the crew that they are regularly assigned to is scheduled to work four (4) / ten (10) hour shifts, that employee may utilize their existing allotment in 10-hour increments.

7:13:2 Except as provided herein, available hours shall not be cumulative from year to year and must be taken in the year in which it is credited.

ARTICLE VIII
HEADQUARTERS

8.1 PERMANENT HEADQUARTERS shall be the Consumer Power Inc. main office located at 6990 West Hills Road Philomath, Oregon.

8.2 JOB HEADQUARTERS shall mean any location within forty (40) maintained public road miles of the Permanent Headquarters as outlined above.

8.3 REPORTING HEADQUARTERS (other than Permanent Headquarters or Job Headquarters) may be established. Employees working out of such Reporting Headquarters shall be paid per diem at twenty dollars ($20.00) per day for all days assigned to such Reporting Headquarters.

ARTICLE IX

9.1 Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions 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 law.

ARTICLE X
WAGE RATES

10:1 The minimum rate of wages for employees working on Consumers Power during the term of this Agreement shall be as follows:

	1/1/2024	**12/29/2024**
Classification:		**2.7%**
Foreman/Spray Foreman	$41.94	**$43.07**
Journeyman Trimmer/Climber	$36.25	**$37.23**
Tree Trimmers Trainees		
Start	$26.28	**$26.99**
After 780 hours	$27.18	**$27.91**
After 1560 hours	$29.00	**$29.78**
After 2340 hours	$30.81	**$31.64**
After 3120 and up to 4000 hours	$32.62	**$33.50**
Groundman/Flagman	$25.53	**$26.22**

The Step Increase for Tree Trimmer Trainees is dependent upon the employee working the required number of hours (including over time hour**s** worked) as well as achieving a passing grade on all written and climbing tests for the Step.

ARTICLE XI
HEALTH AND WELFARE

11:1 LINECO: The Company agrees to pay into a health and welfare fund known as the Line Construction Benefit Fund (LINECO) the sum of seven dollars **and fifty cents** ($7.**50**) for each hour worked by employees covered by this Agreement.

If the hourly cost for LINECO increases above this rate during the term of this Agreement, the Company and Union agree that the employees will be responsible for such increase and that increase shall be deducted from the NEAP contribution as set forth in this Agreement.

On January 1 of each year, if any of the above-mentioned increases are not required for LINECO, any difference between the required rate and that listed above shall be paid into the NEAP fund as is described in Article XI Section 11:3 below.

The Employer agrees to be bound by the terms and conditions of the Trust documents and by the actions of the trustees which are consistent with this Agreement, excluding any action prohibited by law or which diverts the funds from the purposes for which the Trust was created, and to make available to LINECO trustees such information and records as will enable the LINECO trustees to perform their functions.

The said Health and Welfare Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by representatives of the NECA Chapters and IBEW Unions.

11:2 NEBF: It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the Employer will forward monthly to the NEBF's designated local collection agent an amount equal to three percent (3%) of the gross monthly labor payroll paid to the employees in this bargaining unit and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

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

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

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

11:3 The Employer agrees to contribute a set amount as set forth below for each hour worked by employees covered under this Agreement into the National Electrical Annuity Plan. Such amounts contributed shall be pursuant to the schedule below:

NEAP Contribution Rate Schedule		
Classification:	1/1/2024	**1/1/2025**
Foreman/Spray Foreman	$5.28	**$5.28**
Journeyman Trimmer/Climber	$4.84	**$4.84**
Tree Trimmers Trainees		
Start	$4.09	**$4.09**
After 780 hours	$4.17	**$4.17**
After 1560 hours	$4.26	**$4.26**
After 2340 hours	$4.34	**$4.34**
After 3120 and up to 4000 hours	$4.42	**$4.42**
Groundman/Flagman	$3.90	**$3.90**

Remittance shall be forwarded to reach the office of the appropriate Local National Employees Benefit Office not later than fifteen (15) calendar days following the end of each calendar month worked in the weekly pay periods ending during the preceding month. A remittance will be accompanied together with a monthly payroll list. The report forms will be furnished to the Employer.

11:4 Vegetation and Utility Services Employees 401(k) Savings Plan Contribution: The Company agrees to make employee elected pre-tax payroll deductions and corresponding contributions to the Company sponsored Vegetation and Utility Services Employees 401(k) Savings Plan. Such deductions and contributions shall be made per the terms and conditions of the Summary Plan Description date July 1, 2020. The Union shall be notified of any significant changes to the plan, and given opportunity to bargain impacts of such changes.

11:5 Administrative Maintenance Fund: The employer shall contribute, zero-point zero five percent (0.05%) of their gross monthly payroll, for each employee covered by this Agreement, payable to the Administrative Maintenance Fund. The monies are for the purpose of administration of all benefit funds pursuant to this Agreement. The Administrative Maintenance Fund contribution shall be submitted with all other fringe benefits covered in the Labor Agreement not later than 15 calendar days following the end of each calendar month for each hour worked in the weekly pay periods ending in the preceding month. This fund shall be administered solely by the Northwest Line Constructors Chapter and will not be used to the detriment of the Employer or the IBEW or its Local Unions. Enforcement for delinquent payments to this fund shall be the sole responsibility of the fund.

Asplundh Tree Expert, LLC

By: _____
Dave Gillis
Vice President, Labor Relations

Date: 4/21/2025

International Brotherhood of Electrical Workers, Local Union # 659

By: _____
Nick Carpenter
Business Manager

Date: 4/21/2025

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.
April 24, 2025
Kenneth Cooper,
International President
This approval does not make the International a party to this agreement.

APPENDIX "A"

This Appendix is entered into by and between IBEW Local 659 (hereinafter referred to as the "Union") and Asplundh Tree Expert, LLC (hereinafter referred to as the "Employer"). It supplements the terms and conditions set forth in the collective bargaining agreement between the parties for work on the property of Consumers Power, Inc.

With respect Section 7.13 of the collective bargaining agreement between the parties, certain employees who were hired by the Employer in March, 2020 or April, 2020 are entitled to past service credit, while in the employment of Utility Tree Service, for work on Consumers Power Inc. property for purposes of computing the amount of scheduled unpaid time off available to each employee on the anniversary of their seniority date, or appropriate seniority date anniversary year thereafter. Such employees and their seniority dates are set forth below:

Name	Seniority Date
Tobi Moe	*November 5, 2012*
Brenden Knight	*February 12, 2017*
Gage Hendrix	*October 10, 2017*
Ryan Knight	*September 17, 2019*

ASPLUNDH TREE EXPERT, LLC

By_____
Dave Gillis
Vice President , Labor Relations

Date: _____

IBEW LOCAL UNION NO. 659

By_____
Nick Carpenter
Business Manager

Date: _____