IBEW LOCAL 71 AND ASPLUNDH
AEP / ATHENS-NELSONVILLE, OH SERVICE AREA

AGREEMENT

This Agreement is made and entered into by and between Asplundh Tree Expert LLC (hereinafter referred to as the "Company" or "Employer") and Local Union No. 71 of the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union").

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the electrical line clearance 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 all differences by rational, common sense methods.

The Union agrees that it will cooperate with the Employer and support the Employer's efforts to receive a full days' work on the part of employees whom it represents and that it will support the Employer in its efforts to combat absenteeism and other practices which curtail production. Further, the Union agrees to support the Employer in its efforts to eliminate waste and inefficiency, to improve the quality of workmanship, to prevent accidents and to promote good will between the Employer and its employees.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
RECOGNITION

Section 1.1 As certified by the National Labor Relations Board in Case Number 09-RC-160497, the Employer recognizes the Union as the exclusive representative of all full-time and regular part-time employees of the Employer performing line clearance tree trimming and routine maintenance tree trimming reporting to the general forepersons supervising the Athens-Nelsonville, Ohio Service Area within Region 61 on the property of American Electric Power and its subsidiaries in the State of Ohio, including working crew forepersons, work planners/permission persons, trimmers, trimmer trainees, ground persons and sprayers, but excluding general forepersons, office clerical employees, professional employees, guards and supervisors, as defined in the Act, and all other employees.

Section 1.2 The scope of this Agreement shall be specifically limited to the performance of line clearance tree trimming by bargaining unit employees of the Employer working

within the Athens-Nelsonville, Ohio Service Area within Region 61 on the property of American Electric Power.

ARTICLE II
EFFECTIVE DATES-TERMINATIONS-AMENDMENTS

Section 2.1 This Agreement shall take effect January 1, 2020 and shall remain in effect through January 2, 2021. It shall continue in effect from year to year thereafter, unless notice of a desire to change or terminate the Agreement is given in the way later provided herein.

Section 2.2 Either party desiring to change or terminate the Agreement must notify the other in writing at least sixty (60) days prior to the termination of the agreement in any year.

Section 2.3 This Agreement shall be subject to amendment at any time by mutual agreement of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment and be executed by the parties in the same manner as this Agreement.

ARTICLE III
EMPLOYER RIGHTS

Section 3.1 Except as expressly modified or restricted by a specific provision of this Agreement, all inherent rights which the Employer had before union representation in the bargaining unit, are retained and vested exclusively in the Employer. Included in such rights but not limited thereto, are the right, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend or discharge employees for proper cause; 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 set and revise reasonable 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; 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 require (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.

Section 3:2 For the purposes of this Agreement, proper cause shall be defined to mean discipline which has a factual basis for the action and is not arbitrary, capricious or unlawful.

ARTICLE IV
NO STRIKE – NO LOCKOUT

Section 4.1 No Strikes. In consideration of the Employer's commitment as set forth in Section 4.3 of this Article, the Union, its officers, agents, representatives, stewards and all employees covered by this agreement shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, or any other interference with or interruption of work at any of the Employer's operations or job sites.

Section 4.2 Discipline for Violation of Section 4.1. The failure or refusal on the part of any employee to comply with the provisions of Section 4.1 of this Article shall be cause for immediate discipline, including discharge, and such discipline shall not be subject to the grievance provisions set forth in this Agreement.

Section 4.3 No Lockouts. In consideration of the Union's commitment as set forth in Section 4.1 of this Article, the Company shall not lockout employees. In the event employees are not able to report to work as scheduled, due to a strike, work stoppage or picketing at a customer location, the Company will excuse the employees without pay if there is no other work available. Such action on the part of the Company shall not constitute a lockout.

Section 4.4 Furthermore, the Union agrees that it will take affirmative steps to end any of the above-mentioned types of strike. The Union activities to prevent or end such interruptions of work shall include, but not be limited to: declaring to the employees that such action is unauthorized if requested to do so by the Employer, and advising employees that the Employer has the right to terminate their employment for refusing to work.

ARTICLE V
GRIEVANCE PROCEDURE

Section 5.1 For purposes of this Agreement, the term "grievance" means any complaint or dispute between the Company and the Union or between the Company and any employee concerning the interpretation of a specific provision of this agreement. Grievances shall first be raised verbally with the employee's immediate supervisor.

Step 1. Grievances that are not resolved verbally shall be submitted to the employee's General Foreperson within five (5) calendar days from the time the incident occurred or the matter shall be considered waived. The grievance shall be in writing stating the Article and Sections of this agreement alleged to be violated, the facts as they are known, the relief requested and the employee(s) for whom relief is requested. All

grievances shall be signed by the employees involved. The General Foreperson shall respond to the grievance in writing within five (5) calendar days of the first step meeting.

Step 2. If the grievance is not settled in Step 1, the Union representative may appeal the grievance in writing to the Region Supervisor within five (5) calendar days from the date of the General Foreperson's answer in Step 1 or the date such answer was due.

The Union representative and Supervisor shall arrange to meet at a mutually convenient time and place within twenty (20) calendar days. The Company's answer will be given in writing within five (5) calendar days from the Step 2 meeting.

Step 3. If the grievance is not settled in Step 2, the Union representative may appeal the grievance in writing to the Region Manager within ten (10) calendar days from the date of the Region Supervisor's answer in Step 2 or the date such answer was due.

The Union representative and Region Manager shall arrange to meet at a mutually convenient time and place within twenty (20) calendar days. The Company's answer will be given in writing within ten (10) calendar days from the Step 3 meeting.

Section 5.2 Where a grievance is not appealed by either party to the next higher step within the prescribed time limits or where a grievance is not presented in the manner provided for, it shall be barred from further proceedings.

Section 5.3 No extension of time limits as provided for shall be allowed except by mutual written consent of the parties involved.

Section 5.4 In the interest of adjusting grievances at the lowest possible level, settlements of grievances shall not constitute a precedent for settlement of other grievances. A settlement arrived at in the course of the grievance procedure shall be limited to the specific occurrence out of which the grievance arose and to the particular employee or employees for whom the grievance in presented.

Section 5.5 Failure of the Union to comply with the time periods set forth above in presenting or appealing grievances shall constitute a forfeiture of the grievance and the grievance will be considered forfeited or closed. Failure of the Employer to respond within the time limits set forth in any of the steps above shall entitle the Union to appeal the grievance to the next step within the time limits set forth herein. The parties agree that time is of the essence for purposes of this Article and that the time limitations set forth herein shall not be avoided by the designation of a grievance as "continuing". The time limits set forth herein may be extended in writing by mutual agreement between the Region Manager and the Union.

Section 5.6 Grievance meetings shall be scheduled by the Company so as not to interfere with the Company's operation. Employees shall not be paid for any time spent in activities described in this Article.

Section 5.7 At any step in this grievance procedure, the Business Manager of the Local Union or his designated agent shall have the final authority with respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Business Manager or his designated agent, such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Business Manager or his designated agent. The decision of the Business Manager or his designated agent shall be final and binding upon the Union and the aggrieved employee.

ARTICLE VI
ARBITRATION

Section 6.1 Grievances which are not satisfactorily resolved in Step 3 of the Grievance Procedure may be submitted to arbitration. For a grievance to be considered for arbitration, the request for arbitration must be submitted, in writing, within ten (10) working days of receipt of the Step 3 answer (or the date such answer was due) to the grievance provided for in the Grievance Procedure.

Section 6.2 The Union shall request the Director of Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) arbitrators. The parties will notify the FMCS with their choice of arbitrators. The Company and the Union shall each have the right to strike three (3) names from such list. The parties shall alternate in striking the names; the representative of the Employer exercising the first such strike.

Section 6.3 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 his 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.

Section 6.4 The jurisdiction and authority of the arbitrator and his opinion and award shall be strictly limited to interpretation of the written provisions of this Agreement. The arbitrator shall have no powers to add to, subtract from, or in any way modify the terms of this Agreement. The Arbitrator shall not decide issues which are not directly involved in the case submitted to him, and no decision of the Arbitrator shall require the payment of a wage rate or wage basis different from, or the payment of any monetary amount in addition to, those expressly set forth in this Agreement. The Arbitrator shall not substitute his/her judgment for that of the Employer in the exercise of rights granted by or retained by this Agreement. An Arbitrator may hear more than one issue at a given arbitration only if this is mutually agreed to in advance by the parties. The expense of the arbitrator, the meeting room and court reporter shall be borne equally by both parties. Each party shall be responsible for the expense of their representative and witnesses. If rendered within the authority granted herein, the arbitrator's decision shall be final and binding.

Section 6.5 Awards or settlements of grievances shall in no event be made retroactive beyond the date the grievance occurred.

Section 6.6 **Disciplinary Action.** The Union may file a grievance within ten (10) working days of the day the discipline was issued alleging that a disciplinary action was arbitrary, capricious or lacked a factual basis for the action. The burden of proof shall be upon the Union to establish such a claim. Grievances involving written notices may be appealed directly to Step 3 only and may not be advanced to arbitration.

Grievances involving a disciplinary suspension or discharge may be timely appealed directly to Step 3. If the parties are unable to agree upon the suspension or discharge the grievance may be timely appealed to arbitration. After hearing the evidence of the Union and then the Employer, if the Arbitrator determines the suspension or discharge to be arbitrary or capricious he/she may reinstate the employee with full or partial back pay and benefits. If the Arbitrator finds the facts relied upon by the Employer are substantially accurate and support a finding of a violation as claimed by the Employer, the Arbitrator must uphold the suspension or discharge and deny the grievance.

Section 6.7 Pending final disposition by the Arbitrator, an employee who is 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 be limited to forty (40) hours per week and shall not include any time during the period the employee was off wherein the operation was shut down for any reason, and shall not include any money the employee received during the period he was off from any source whatsoever including, but not limited to, any other employment (including self-employment) unemployment compensation or worker's compensation.

Section 6.8 The question of arbitrability may be raised at any time and cannot be waived by either party, unless through the express written agreement of the parties.

ARTICLE VII
HOURS OF WORK

Section 7.1 Eight (8), or ten (10) hours shall constitute the normal workday between 6:00 A.M. and 6:00 P.M., Monday through Friday. A thirty (30) minute unpaid lunch period will be scheduled between the hours of 11:30 AM and 12:30 P.M. The work week shall be seven (7) consecutive days commencing at 12:01 a.m. on Sunday. The Employer may change the regular hours of work with reasonable advance notice to the employees. Such a change in regular hours of work, consistent with the first sentence above, shall not be deemed to require the payment of overtime.

Section 7.2 The provisions of this Agreement shall not be construed as a guarantee of hours of work per day or per week, or as a guarantee of a certain number of days of work per week.

Section 7.3 All work performed outside of the scheduled workday or in excess of forty (40) hours in any workweek shall be paid for at the rate of time and one-half (1 ½) the employee's straight time rate of pay, except that make up work on Friday or Saturday shall be paid at the straight time rate of pay. Overtime shall be computed to the nearest half hour. 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.

Section 7.4 All work performed on Sunday or on a holiday recognized by this Agreement shall be paid at the rate of two (2) times the employee's straight time rate of pay.

Section 7.5 Time lost due to inclement weather, equipment breakdown or other excused absences may, at the discretion of the Employer, be made up on Friday or Saturday, with a minimum of five (5) hours and not to exceed ten (10) hours at the straight time rate of pay. On scheduled make up days if an employee does not show without advance approval, the employee will be subject to disciplinary action.

Section 7.6 Normal working hours shall begin and end at the designated parking locations of the Employer. Parking locations will be established based on proximity to the work and may be modified by the Employer.

Section 7.7 Employees shall be expected to work overtime requested by the Employer. It is understood that when practicable, the Employer may schedule overtime by adding additional hours to a scheduled work day or by adding additional days to an existing work week.

Section 7.8 Employees shall be compensated by Friday via direct deposit to their account for the time worked the previous week. Employees will be provided an electronic pay stub.

The employee will be required to report payroll errors to their General Foreperson as soon as possible. Payroll errors of more than $100 will be corrected as soon as possible, normally within twenty-four (24) hours. Errors of less than $100 will be corrected on the next payroll.

Section 7.9 The Employer may suspend work at any time because of adverse weather, breakdown of equipment, lack of work or other reasons beyond the control of the Employer. In the event of such work suspension, the employee's pay will end at the time he is released at the crew headquarters. If the Employer intends to cancel work for the day, the employee's will be notified as far in advance as is practicable.

Section 7.10 If employees are required to work two (2) hours beyond their scheduled work day they will be furnished a meal or $12.00 in lieu thereof.

Section 7.11 Employees called out on emergency work who report for work within one

(1) hour from the time called shall be paid from the time called.

Section 7.12 During storm emergency work employees may be scheduled for an alternate ten (10) hour work shift beginning at 11:00 p.m. Overtime will be paid for hours worked in excess of ten (10) hours.

Section 7.13 On emergency storm work, employees will be furnished a meal at 6:00 p.m. and every six (6) hours thereafter. Employees who work the alternative shift beginning at 11:00 p.m. shall be furnished a meal at 6:00 a.m. and every six (6) hours thereafter.

Section 7.14 If in an emergency, employees are required to work on the property of another utility company, they shall receive, at a minimum the wage rates set forth in this Agreement.

Section 7.15 The Employer reserves the right to implement a technology or process to clock employees in at the beginning of a work period and clock 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 VIII
WORKING CONDITIONS

Section 8.1 All work shall be performed according to safety regulations promulgated from time to time by the Employer and/or the utility company for which the work is being done. The Employer shall provide a copy of such regulations for each truck. The safety rules shall also include all safety letters and special bulletins sent from the Employer's safety and equipment departments. Any employee who performs or leaves work in a condition that jeopardizes the life, limb, or property either of his/her fellow employees, Employer or general public shall be subject to discipline by the company.

Section 8.2 All employees shall have and maintain a First Aid and CPR card within ninety (90) days of employment. The Employer will furnish the instructor and necessary materials for the course. The course will be conducted on the employees own time. Employees may secure First Aid and CPR training from other sources at their own option and expense.

Section 8.3 As a condition of employment employees are required to maintain a valid driver's license and an acceptable driving record. Periodic reviews will be conducted.

Section 8.4 The use of seatbelts in Company vehicles is mandatory at all times. Failure to wear a seatbelt while the vehicle is in motion or violation of any other of the Company's Life Saving Rules will result in immediate discharge from employment.

Section 8.5 Employees are required to comply with any state law or motor vehicle regulations pertaining to the operation of a motor vehicle.

Section 8.6 As a condition of employment all employees shall have and maintain a valid Class "B" Commercial Drivers' License (CDL) which conforms to the Federal and/or State law and possess the necessary skills to drive a standard transmission vehicle. All employees shall have ninety (90) days from their date of hire or the date of this Agreement to obtain a Commercial Driver's License (CDL) and shall maintain such license at all times. Employees on the payroll as of the effective date of this Agreement shall have sixty (60) days from the effective date of this Agreement to obtain a Commercial Driver's License. The cost of obtaining and maintaining the above license is the sole responsibility of the employee. The Employer shall be notified immediately by the employee if his/her drivers' license is suspended or revoked.

Section 8.7 All employees shall adhere to the Employer's Safety Policy, Region Policy Manual, Line Clearance Qualification Standards, disciplinary action program and Substance Abuse Policy as they are amended from time to time by the Company. All employees covered by this Agreement shall be subject to random drug testing.

Section 8.8 Employees will be on probation during their first one hundred twenty (120) days of employment under this Agreement. During the probationary period the Employer may terminate the employment of the employee for any reason, without recourse to the grievance procedure of this Agreement. The Union will not accept or process a grievance involving the termination of a probationary employee.

Section 8.9 The Employer reserves the exclusive right to select the individuals to be assigned to the position of Foreperson and Work Planner.

Section 8.10 The Employer reserves the right to discipline or demote Foremen and Work Planners at its sole discretion and without appeal through the grievance procedure of this Agreement.

Section 8.11 Employees are subject to periodic checks of an employee's driving record, criminal background checks or e-Verify to determine an employee's eligibility to work in the United States. Such background checks may be performed by the Employer or at the request of the utility customer for whom the work is performed. Employees who are unable to resolve questions of their ability to continue to work in the United States are subject to termination of employment and such action is not subject to appeal under this agreement. Criminal background checks may be performed at the request of the utility customer and determinations that an employee is not eligible for employment or continued employment is not subject to appeal under this agreement.

Section 8.12 The Union agrees that if during the term of this Agreement, it grants any other Employer in the Line Clearance or Tree Trimming industry any better terms or conditions than those set forth in this Agreement for work, within the jurisdiction of this agreement, on the property of American Electric Power, the Employer may, at the Employer's option, incorporate into this Agreement any of the wages and/or fringe benefits provided for in such other contract. Said incorporation of more favorable terms into this

Agreement may be done at any time by the Employer informing the Union in writing of said incorporation.

In order to facilitate the operation of this Article, the Union, upon written request from the employer, agrees to furnish the Employer with copies of all collective bargaining agreements and any addendums in any geographic area covered by this Agreement between the Union and other employers which are or hereafter may become effective during the term of this Agreement.

Section 8.13 The Employer shall provide ice and water or reimburse employees for the expense.

Section 8.14 The Employer shall furnish all necessary tools and equipment. Employees will be responsible for the tools or equipment issued to them provided the Employer furnished the necessary lockers, tool boxes or other safe places for storage. Employees shall not use the Employer's tools or equipment except for their job assignment.

Section 8.15 Employees shall be neat in appearance and shall wear clothing appropriate for the job.

Section 8.16 The Employer shall provide required safety equipment, except footwear.

ARTICLE IX
UNION RIGHTS

Section 9.1 The Business Manager of the Union, or a representative designated to the Employer in writing, may be allowed access to premises of the Employer where members of the Union are employed under this Agreement during non-work time. The Union Representative shall not interfere with the Employer's operation or the job duties of the employees. Such representatives may also be allowed access to a jobsite during working hours, provided that, prior to such access, the Union Representative shall notify the Employer in advance to request to visit the job site and to state the purpose of the visit. Such visit shall not interfere with the work of the employees or of the Employer. The Union Representative shall not enter the "work zone" without the presence of the General Foreman.

Section 9.2 Upon receipt of a voluntary written authorization from the employees the Employer shall deduct monthly dues from the wages of such employees (taken in four equal weekly deductions) during the term of this Agreement. The deductions shall be paid to the Financial Secretary of Local Union 71 on or before the fifteen (15th) day of the following month together with a list of the individuals names from whom the deductions were made designating the amount deducted. If the employee's earnings are insufficient to take a deduction in the week deductions are taken, the Union shall be responsible for collecting the dues directly from the employee. The authorization for deductions shall comply with both State and Federal laws and shall be in the following form:

"I hereby authorize and direct Asplundh Tree Expert LLC, to deduct from my pay, Union monthly dues in the amount of twenty-eight dollars ($29.00) per month and pay same to said Local Union in accordance with the terms of the Bargaining Agreement between the Employer and the Union."

The Union agrees to save the Employer harmless from any action growing out of these deductions, and commenced by any employee again the Employer. The Union assumes full responsibility for the disposition of the funds once received by the Local Union.

Section 9.3 The Union may appoint a Steward who may: 1) assist in filing verbal grievances, if requested by an employee to do so and 2) to file written grievances at Step 1. The Steward shall carry out their duties without interfering or interrupting their work responsibilities or the work responsibilities of another employee. With advance approval from the Employer, the Steward may be permitted to accompany an employee for a disciplinary interview without loss of pay. The Union shall notify the Employer in writing of the designated Stewards.

Section 9.4 The Employer shall furnish a list of bargaining unit employees to the Union quarterly upon written request. The list shall include the employees' name, address, job classification, rate of pay and date of hire.

Section 9.5 All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment or after the thirty-first (31st) day following the effective date of this Agreement, whichever is later.

ARTICLE X
BENEFITS

Section 10.1 The Employer agrees to provide medical, dental and vision insurance plans to employees from their date of employment provided they apply within the first thirty (30) days of employment who apply and meet all of the eligibility requirements established by the Employer's Plan. The Employer agrees to provide life insurance in the amount of $15,000 at no cost to the employee. Life insurance shall be effective the first of the month following ninety (90) days of service. The Employers benefit plan (including but not limited to the benefits provided, the insurance carriers, and the cost of participating in the benefit plans) may be changed from time to time at the sole discretion of the Employer without negotiations with the Union.

The Employer shall pay 70% of the cost of the medical insurance plan for employee only and family coverage. The aforementioned paragraph notwithstanding, if the total cost of medical insurance changes, the Employer will continue to pay 70% of the cost. Employees electing coverage shall pay the remainder of the cost.

Employees shall pay 100% of the cost of the dental and vision insurance plans.

Employees who elect to enroll in one of the medical plan options will have contributions deducted each week depending upon the plan selected and the dependents (if any) they choose to enroll.

Employee deductions for medical, dental insurance or vision insurance coverage are taken fifty-two weeks per year.

Section 10.2 The Employer agrees to offer a 401(k) Plan to all employees who apply and meet all of the eligibility requirements established by the Employer's Plan. The Employer's plan may be changed at the sole discretion of the Employer without negotiations with the Union. The Employer will match 100% of the first 3% contributed by the employee. Vesting is in accordance with the Plan provisions.

ARTICLE XI
VACATION

Section 11.1 All employees covered by the terms and conditions of this Agreement shall be entitled to vacations with pay as follows:

After:	Vacation:
One (1) years of service	Forty (40) hours vacation
Three (3) years of service	Eighty (80) hours vacation

Employees hired prior to May 1, 2005 will be eligible for one hundred-twenty hours of vacation after seven (7) years of service.

Section 11.2 Service in the company for vacation purposes shall be considered to have started on the most recent anniversary date of employment. Vacation time will be based on a minimum of seventeen hundred (1700) hours worked during the preceding anniversary year. If an employee works less than seventeen hundred (1700) hours they are ineligible for vacation pay.

Section 11.3 Vacations may be taken any time of the year if arrangements are made on or before April 30th of each year. Otherwise, vacations must be scheduled with at least two weeks prior notice to the Employer based on availability and approval by the Employer.

Section 11.4 A vacation shall not be cumulative from year to year and must be taken in the year in which it is due or it shall be forfeited.

Section 11.5 In the event any employee entitled to a vacation is laid off before the scheduled period for his vacation, then such employee shall receive his unused vacation payment at the time of discharge. In the event that an employee entitled to vacation quits the service without giving one (1) week notice, in writing, of his desire to quit before such vacation is taken, he shall not be entitled to any vacation payment.

ARTICLE XII
WAGES

Section 12.1 Wage Rates. The minimum wage rates for the term of this Agreement shall be as follows:

	Current	January 1, 2020
Work Planner:	$21.86	$22.30
Foreman A:	$21.86	$22.30
Foreman B:	$21.01	$21.43
Tree Trimmer "A":	$18.91	$19.29
Tree Trimmer "B":	$17.17	$17.51
Tree Trimmer "C":	$13.24	$13.50
Sprayer:	$21.86	$22.30
Groundman:	$12.36	$12.61

ARTICLE XIII
HOLIDAYS

Section 13.1 The holidays recognized by this Agreement are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The days observed as holidays will be the same days that AEP recognizes as the holiday.

Section 13.2 Non-probationary employees will receive eight (8) hours holiday pay for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Section 13.3 If any one of the paid holidays occurs while an employee is on vacation, that employee shall be entitled to an additional days' pay.

ARTICLE XIV
BEREAVEMENT LEAVE

Section 14.1 In the event of death in the immediate family: (Mother, Father, Spouse, Brother, Sister, Child, Mother-in-law, Father-in-law or Grandchild) employees with six (6) months or more of service with the Employer shall be given up to three (3) days leave, eight (8) hours per day, for making funeral arrangements and/or attending the funeral. In the event of the death of a Grandparent, an eligible employee shall be given up to two (2) days off to attend the funeral with eight (8) hours pay per day. Employees with less than six (6) months of service will be allowed the same days off without pay.

Section 14.2 The Employer reserves the right to require evidence of the family relationship and that the employee actually attended the funeral.

ARTICLE XV
NON-DISCRIMINATION

Section 15.1 The Employer and the Union agree they will abide by state and federal laws and will not discriminate against any employee or group of employees because of their Union membership, race, color, creed, sex, age or national origin or because the employee is handicapped, a disabled veteran, or a veteran of the Vietnam Era, or has a physical or mental disability. The parties further agree to take all reasonable actions necessary to comply with the Americans with Disabilities Act.

Section 15.2 Any employee who engages in activities constituting sexual harassment will be subject to suspension or discharge.

Section 15.3 Use of the male and female gender in this Agreement shall include the opposite gender.

ARTICLE XVI
COMPLETE AGREEMENT

Section 16.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, including but by no means limited to any subject or matter which under this Agreement is within the right of management to decide.

Section 16.2 This Agreement constitutes the sole and entire existing Agreement between the parties and completely and correctly expresses all the rights and obligations of the parties.

Section 16.3 The waiver in any particular instance or series of instances of any term or condition of this Agreement or any breach thereof by either party shall not constitute a waiver of such term or condition or of any breach hereof in any other instances.

Section 16.4 This Agreement does not operate to include, nor does it obligate the Employer to continue in effect, any working condition, benefit or past practice which is not covered or contained in this Agreement.

ARTICLE XVII
SEVERABILITY AND SAVINGS

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the

remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which conform to the applicable law.

For the Employer	**For the Union**
_____	_____
Date: _____	Date: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Asplundh Tree Expert LLC (hereinafter referred to as the "Company" or "Employer") and Local Union No. 71 of the International Brotherhood of Electrical Workers (hereinafter referred to as the "Union").

Whereas, the parties hereto entered into a collective bargaining agreement effective from the Sunday following ratification for a period of one year, setting forth wages, hours and other terms and conditions of employment for the employees of the Employer performing line clearance tree trimming within the Athens – Nelsonville service territories on the property of American Electric Power in the State of Ohio; and

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

Now, therefore, said additional agreement is set forth below.

Agreement

1. The parties agree that should the Employer provide an across the board wage increase to the employees working in the AEP Service Areas in which the bargaining unit resides during the term of the collective bargaining Agreement, the wage rates listed in Section 12.1 of the Agreement shall be increased by the same percentage given to the other employees in the Service Area on the same effective date.

2. This Memorandum of Understanding shall automatically expire upon the expiration of the collective bargaining Agreement.

For the Employer

_____

Date: _____

For the Union

_____

Date: _____