STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

HOLIDAY PROVISION

FOR

TREE TRIMMER (LINE CLEARANCE)

IN

IMPERIAL AND SAN DIEGO COUNTIES

61-465-5

AMENDED

AGREEMENT

BETWEEN

LOCAL UNION 465
INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS

And

ASPLUNDH TREE EXPERT COMPANY

FEBRUARY 1, 2000 to JANUARY 31, 2004

RECEIVED
Department of Industrial Relations

JAN 16 2002

Div. of Labor Statistics & Research
Chief's Office

(4) If there is no job to which the Company can demote an employee under this Section, or if the employee does not effect a displacement under this Section, he shall be laid off.

(5) An employee who has been demoted or displaced under this Section shall have accelerated rights to the classification from which he was demoted and/or to that assembly point from which he was displaced.

(6) An employee laid off under the provisions of this Section shall within one (1) year of layoff have preferential rehire rights, by Company seniority, to a job with the Company before new employees are hired to fill job vacancies. It shall be the responsibility of the laid-off employee to keep the Company informed of his current address.

10.2 The Company shall give as much notice as possible of any layoff.

10.3 If in the application of the provisions of this Article, an employee in a classification which, in the normal line of progression, is higher than an apprentice classification can effect a displacement in such classification, the former shall not take such apprentice classification but shall be given the rate classification next higher thereto.

10.4 The seniority referred to in Article X is that seniority accumulated while working for Asplundh Tree Expert Co. doing contract work for San Diego Gas & Electric.

10.5 Employees who accept non-bargaining unit positions shall not accrue bargaining unit seniority while holding non-bargaining unit positions. Should an employee return to the bargaining unit, their seniority will be the time spent in the bargaining unit working for the Company on San Diego Gas & Electric property.

ARTICLE XI

Holidays

11.1 Employees with six (6) months' seniority shall be entitled to have the following holidays off with pay when they fall on a workday:

New Year's Day (January 1st)
Washington's Birthday (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving
Day before Christmas (December 24)
Christmas Day (December 25)
(3) Floating Holidays

11.2 When any of the above holidays fall on a Sunday, the Monday following shall be observed as a holiday.

(a) When any one of the above holidays fall on a Saturday, an employee shall be entitled to have an additional day off with pay, such day to be scheduled with the mutual consent of the employee and his supervisor in charge.

11.3 An employee who is absent without a bona fide reason on the work day, either immediately preceding or following such holiday, shall not receive pay for the holiday.

11.4 Employees with six (6) months' seniority shall be entitled to three (3) floating holidays each year.

ARTICLE XII

Vacations

12.1 Employees covered by this Agreement shall be entitled to vacation pay as follows:

After one (1) year of continuous service - 5 days

After two (2) years of continuous service - 10 days

After ten (10) years of continuous service - 15 days

12.2 If a holiday occurs on a workday during an employee's vacation, such employee shall be entitled to an additional day of vacation and shall be compensated for the holiday as such.

12.3 Vacations will be granted throughout the year. In the scheduling of vacations, consideration will be given to employee requests consistent with the operating needs of the Company.

12.4 An employee may forego his vacation in one year and add it to his vacation in the next following year. In no event shall an employee defer his vacation longer than one (1) year, or be permitted to take more than the total of two (2) vacation periods in any one calendar year, or take a vacation in advance of the year in which it is due. If an employee defers his vacation under the provisions of this Section, he shall take it at the convenience of the Company and at such time as not to interfere with the regular vacation schedules of other employees.

12.5 Service in the Company, for vacation purposes shall be considered to have been started on anniversary date of employment. An employee will be eligible to receive vacation at that time. Vacation time will be based on a minimum of eighteen hundred (1800) hours worked in the preceding calendar year. Less than eighteen hundred (1800) hours will be pro-rated and will be paid at the rate of pay at the time of receiving said vacation. In case of illness, a doctor's certificate may be required by the Employer.