STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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SCOPE OF WORK 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

THIS AMENDED AGREEMENT, made and entered into the 1st day of February, 2000, by and between ASPLUNDH TREE EXPERT CO., hereinafter referred to as "Company," and IBEW LOCAL UNION 465, hereinafter referred to as the "UNION."

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 the Company, the Union and other interested parties may benefit therefrom.

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

ARTICLE 1
Recognition

1.1 For the purpose 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 those employees engaged in Line Clearance Tree Trimming, and Vegetation Control who work on the premises of San Diego Gas & Electric in San Diego County.

(a) In the event the Company expands its operation in tree trimming on the property of San Diego Gas & Electric, the Company agrees to recognize the Union as the exclusive representative of employees at such expanded operations to the extent that such recognition is permissible under applicable law.

1.2 The Company is engaged in rendering service to a public utility, which renders services 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 The Company and the Union support the principles of collective bargaining and self-organization and further, shall cooperate in promoting and advancing the mutual welfare of all concerned and in preserving the continuity of service to the public at all times.