STATE OF CALIFORNIA
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DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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HOLIDAY PROVISIONS

FOR

TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)

IN

BUTTE, COLUSA, DEL NORTE, EL DORADO, GLENN, HUMBOLDT, LAKE, LASSEN, MENDOCINO, NEVADA, PLACER, PLUMAS, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

NO PAID HOLIDAYS FOR:

ALPINE, AMADOR, FRESNO, KERN, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, TULARE, TUOLUMNE, AND YOLO COUNTIES

AGREEMENT

BETWEEN

ASPLUNDH TREE EXPERT CO.

and

LOCAL UNION 1245

OF THE

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, AFL-CIO

RECEIVED
Department of Industrial Relations

NOV 26 2002

Div. of Labor Statistics & Research
Chief's Office

TERM: January 1, 2002 - JANUARY 1, 2005

This Agreement made and entered into this first (1st) day of January 2002 by and between **Asplundh Tree Expert Co.**, hereinafter referred to as "Company" and **Local Union 1245 of the International Brotherhood of Electrical Workers, AFL-CIO**, hereinafter referred to as "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 Company, Union and other interested parties may benefit therefrom.

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

ARTICLE I
RECOGNITION

1.1 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 of the Employer regularly employed in California performing line clearance tree trimming and vegetation control on the property of Pacific Gas and Electric Company, the Sacramento Municipal Utility District, and the City of Palo Alto, but excluding office clerical employees, guards and supervisors as defined in the Act for whom the National Labor Relations Board certified the Union as such representative in Case No. 20-RC-6609.

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.

1.6 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, are (a) failure to observe safety rules, (b) dishonesty, (c) repeated tardiness, (d) unexcused absence, (e)

his correct address and a telephone number through which he can normally be reached.

(b) A supervisory employee who was not at the time of demotion a member of the collective bargaining unit shall have the right to demote or displace into the bargaining unit, as per the provisions of this Article.

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 of the classification next higher thereto.

ARTICLE XI
HOLIDAYS

11.1 Employees with six (6) months seniority who have met the working attendance requirement (see below), shall be entitled to have the following holidays off with pay when they fall on a workday:

New Year's Day (January 1)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
The Friday after Thanksgiving
Christmas Day (December 25)

The working attendance requirement is defined as an employee who works every day he/she is scheduled to work during the week each holiday falls including the workday before and the workday after each holiday.

An employee may be excused from the working requirement if the employee contacts their Supervisor at least ninety (90) minutes before their scheduled workday and has a verified doctor's excuse when they return to work. If attempts to reach the Supervisor are unsuccessful, the employee shall contact the Stockton office, subject to the above conditions.

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

11.3 When any of the holidays falls on a Saturday, another agreed-to day will be observed as the holiday.

11.4 Notwithstanding Section 11.1, employees may be required to work on the above designated holidays which fall on their workdays. In which event any such employee shall be

compensated at one and one-half times (1-1/2Xs) his regular rate of pay for all time worked on such days.

ARTICLE XII
VACATIONS/PTO

12.1 All employees who have completed one (1) year of continuous service for the Company shall be entitled to five (5) days vacation (40 hours). All employees who have completed three (3) years continuous service work for the Company shall be entitled to ten (10) days vacation (80) hours. All employees who have completed ten (10) years continuous service work for the Company shall be entitled to fifteen (15) days vacation (120 hours). Service with the Company for vacation purposes shall be considered to have started on the anniversary date of employment. To qualify for a full vacation allotment, the employee shall have actually worked a minimum of sixteen hundred (1600) hours in the employee's anniversary year.

An employee who actually worked at least eight hundred (800) hours in the employee's anniversary year but did not actually work sixteen hundred (1600) hours during that period shall be entitled to a pro rata share of vacation.

12.2 An employee shall be allowed up to three (3) excused absence days per year, to be taken one (1) day at a time, for emergency situations. An employee may choose to use a vacation day to compensate for the emergency day off. In either case, the employee shall notify their Supervisor prior to the scheduled work day. If the attempt to contact the Supervisor is unsuccessful, the employee shall notify the Stockton Office at least ninety (90) minutes prior to the start of the scheduled work day. For the provisions of this Article, no employee shall be required to provide a doctor's excuse.

12.3 If a holiday occurs on a weekday during an employee's vacation, such employee shall be entitled to an additional day of vacation.

12.4 Vacation arrangements must be scheduled with the employee's immediate supervisor. Vacation shall not be cumulative from year to year but must be taken in the year in which it is due. In case of conflict over scheduling of employees vacation periods, seniority shall be the determining factor.

12.5 Employees will be permitted their choice of vacation time on a seniority basis. If it can do so without interfering with the work in progress, Company shall permit vacation at any time during the calendar year.

12.6 In the event an employee entitled to a vacation quits the service of the Company before such vacation is taken, the employee shall upon giving five (5) days written notice of intention to quit be entitled to vacation pay for all earned vacation. Terminated employees shall be entitled to all earned vacation and exempt from this provision.

12.7 Asplundh employees working in San Joaquin will receive paid time-off (referred to as PTO) based on the following schedule: