STATE OF CALIFORNIA
Gray Davis, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS AND RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

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

TRAVEL AND SUBSISTENCE PROVISION

FOR

TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)

IN

ALAMEDA, CALAVERAS, CONTRA COSTA, MARIN, NAPA, SANTA CRUZ, SACRAMENTO AND TRINITY COUNTIES

61-1245-12

61-1245-12

AGREEMENT

BETWEEN

DAVEY TREE SURGERY COMPANY

AND

LOCAL UNION 1245

OF THE

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, AFL-CIO

RECEIVED
Department of Industrial Relations

JAN 1 0 2003

Div. of Labor Statistics & Research
Chief's Office

TERM: January 1, 2002 - July 31st, 2004

3.9 Equal Distribution of Overtime. Overtime work shall be distributed among employees in the same classification and in the same location as equal as is practical. (Added 1/1/83)

ARTICLE IV
Inclement Weather Practice

4.1 Employees who report for work on a workday or for prearranged work on a non-workday and are unable to work in the field because of inclement weather or other similar causes, shall be paid for actual time worked, if any, but not less than two (2) hours at the appropriate rate of pay. Employees receiving subsistence as provided for in Section 5.2 shall continue to receive such subsistence in addition to the amount provided for under this section. (Amended 1/1/86)

(a) The determination for not working on an inclement day shall not be at the discretion of a recipient of inclement pay. The employees shall work on such days, unless specifically notified otherwise by Company supervision. (Amended 1/3/78)

4.2 Subject to the approval of the General Foreman or Supervisor, those employees who, due to inclement weather or other excused absences were prevented from working forty (40) straight-time hours in a given workweek shall be permitted to work on a non-workday within the same workweek the number of hours necessary to total forty (40) straight-time hours for the week, but not to exceed eight (8) hours. (Amended 1/1/71)

(a) It is intended that when such cases occur, employees who did lay-off from work because of inclement weather or other excused absences on a regular workday shall not be required to work on their next non-workday, but where agreement is reached between the General Foreman or Supervisor and the employee, the employee shall be allowed to do so. (Added 1/1/71)

ARTICLE V
Expenses

5.1 If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on an eight hour workday or non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars ($12.00) and time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefor.

(a) If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on a workday or non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of twelve dollars ($12.00) and time taken to consume it. Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefor. If the employee opts to not take the meal, the employee shall receive twelve dollars ($12.00) and one-half (1/2) hour at the overtime rate in lieu of the meal. (Amended 7/9/02)

(b) Employees who work an agreed-to four ten-hour workdays (workweek) can be prearranged for a ten-hour workday without a meal payment.

(Amended 1/20/98)

5.2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed seventeen dollars ($17.00) per day as subsistence allowed for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company. (Amended 11/23/99)

5.3 In other emergency situations, the Company shall give at least twenty-four (24) hours notice to an employee who is to be sent out of town for temporary work as defined in Section 5.2, in order that the employee may have time to prepare for the trip. (Amended 1/1/71)

5.4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience. (Amended 1/1/71)

5.5 In no event shall Company lay-off a crew in one headquarters and add a new crew in another headquarters, in order to avoid payment of expense allowance as provided in Article V. (Amended 1/1/71)

ARTICLE VI
Seniority

6.1 Seniority is defined as the length of continuous service with the Company. Continuity of service shall be deemed to be broken when (a) an employee is discharged for cause, (b) an employee voluntarily terminates employment, (c) an employee has been laid off for more than twelve (12) consecutive months, or (d) an employee has violated the provisions of Article VII, Section 5.

6.2 Upon Union's request, the Company shall furnish the Union with a seniority list including wage rates and locations of all employees covered by this Agreement and shall keep the Union advised of all additions, deletions, or corrections at three-month intervals. (Amended 1/1/71)

6.3 Seniority shall be used as the basis for determining such benefits as transfer rights, protection against demotion and layoff, Hospital and Life insurance, etc. (Amended 1/3/78)

6.4 The continuity of an employee's service shall not be broken by absence for any of the following reasons, and his/her Company seniority shall accrue for the period of any such absence:

(a) Induction, enlistment, or active duty in the armed forces of the United States, or service in the Merchant Marine, under any Act of Congress which provides that the employee is entitled to reemployment.