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

MONTEREY, SAN BENITO AND SAN LUIS OBISPO COUNTIES

61-1245-13

AGREEMENT

BETWEEN

ARBOR TREE SURGERY COMPANY

A CALIFORNIA CORPORATION

RECEIVED
Department of Industrial Relations

JAN 28 2003

Div. of Labor Statistics & Research
Chief's Office

AND

LOCAL UNION 1245 OF THE

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS, AFL-CIO

TERM: January 1, 2002 - December 31, 2003

compensation at the double-time (2X) rate shall be paid for all hours worked in excess of 12 hours in any work shift. The end of a work shift is defined as a reasonable period of time off the job. Overtime shall be computed to the nearest one-half (1/2) hour.

3.7 Company shall not require employees who have been required to work overtime to take equivalent time off during a workday.

3.8 Overtime work shall be distributed among employees as equally as is practicable.

ARTICLE IV
INCLEMENT WEATHER

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.

(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 by Company supervision.

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.

(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.

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 prearranged eight-hour 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 therefore. On an agreed-to four-day/ten-hour schedule, an employee will be granted a meal after one-half (1/2) hour of overtime. Company may prearrange employees with agreed-to 4/10 schedules for ten-hour shifts on non-workdays with the same meal schedule as a regular workday. Employees provide

their own first meal on prearranged shifts. Company is required to provide all meals or payments in lieu on emergency call-out shifts. (Amended **10/18/02**)

(a) If Company requires an employee to perform work for more than one (1) hour beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, the employee shall be granted a meal allowance of **twelve** dollars ($**12**.00) and time taken to consume it. If the Company requires an employee working an agreed-to four-day/ten-hour schedule to perform work for more than one-half (1/2) hour beyond quitting time, the employee shall be granted a meal. Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate. If the employee opts to not take the meal, the employee shall receive **twelve** dollars ($**12**.00) and one-half (1/2) hour at the appropriate overtime rate in lieu of the meal. Employees are required to submit meal tickets to Company within 14 days. Meal claims not submitted within the 14-day interval are waived. (Amended **10/18/02**)

5.2 Employees who are assigned to work outside their division shall be allowed seventeen dollars ($17.00) per day as subsistence 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. Company agrees to aggressively pursue compensation from their client utility for employee lodging and meal expenses when the Company locates employees beyond a reasonably commutable distance from their regular headquarters. (Amended 4/27/00)

(a) Employees assigned to temporary work shall be paid an expense allowance for the following:

(1) Each scheduled day he works in his basic workweek or is prevented from performing such scheduled work by inclement weather conditions;

(2) each day he reports for prearranged work on a non-workday; and

(3) holidays which fall on a workday in his basic workweek.

(b) Temporary work as used in this Article shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.

5.3 In other than emergency situations, the Company shall give at least forty-eight (48) 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.

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.

5.5 Employees who use their personal vehicle for Company's convenience shall be reimbursed at the rate designated by Federal guidelines [2000 = $.325 (thirty-two and one-half cents per mile)]. Company payment for fuel will be subtracted from this amount. (Amended 4/27/00)

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 (1) an employee is discharged for cause; (2) except as otherwise modified by Section 10.1(a)(3), an employee voluntarily terminates employment or voluntarily takes a layoff; (3) an employee has been laid off for more than six (6) consecutive months; or (4) an employee has violated the provisions of Article VII, Section 7.6.

New employees within the bargaining unit will be probationary employees until they have been employed and actually worked within the bargaining unit for six (6) months (1040 hours) within any consecutive twelve (12) month period, and their seniority shall be adjusted accordingly. When employees complete their six-month probationary period, their seniority date will be adjusted by moving their seniority date back six months from their completion date. During the probationary period, Company may demote, layoff, discipline or terminate such employees and such action shall not be subject to the grievance procedure.

New employees with less than twelve (12) months Company seniority who are placed in a classification pursuant to Section 8.4 may be demoted without recourse to the grievance procedure.

(a) Those employees retained subject to Article 6.5(a), shall serve a 6 month (1040 hour) probationary period. In the event the retained employees have completed a probationary period with Company in previous employment, Company agrees to waive the probationary period and will consider the employees as "non-probationary" and full time regular. (Amended 10/18/02)

6.2 Company shall furnish the Union with a seniority list including wage rates of all employees covered by this Agreement and shall keep the Union advised of all additions, deletions or corrections at three (3) month intervals.

6.3 Company 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 1/1/96)

6.4 The continuity of an employee's service shall not be broken by absence for any of the following reasons, and his 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 Marines, under any Act of Congress which provides that the employee is entitled to re-employment.

(b) Absence on Union business not requiring a leave-of-absence.