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DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TREE TRIMMER (LINE CLEARANCE)

IN

IMPERIAL AND SAN DIEGO COUNTIES

61-465-5

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

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Div. of Labor Statistics & Research
Chief's Office

3.5 Employees who report for work as provided in Section 3.4 shall be paid a minimum of two (2) hours' pay, including travel time, at overtime rates.

3.6 Overtime compensation shall be paid at a rate of pay equivalent to one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday or non workday; and two (2) times the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday or non workday

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

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 work day or for prearranged work on a non-work day 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 straight-time rates. 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 laying off on an inclement day shall not be at the discretion of the foreman but that the employees shall work on such days unless specifically notified otherwise by the general foreman or other high Company supervisor.

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 work week, shall be permitted to work on a non-work day within the same work week 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 work day shall not be required to work on their next non-work day, 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 When working overtime before or after the regular day or shift, or when called out for work at night or on Sundays, Saturdays or holidays, the Company will provide all meals unless the men are released on or before mealtime. Where it is not practicable for the Company to provide such meals, the Company shall reimburse the employees for the cost of such meals in the amounts as follows: For 1996 - $8.55 for Breakfast, $8.55 for Lunch, and $8.55 for Dinner, not

to exceed $25.65 per day. For 1997 - $8.75 for Breakfast, $8.75 for lunch, $8.75 for Dinner, not to exceed $26.25 per day. Increase meal allowance to whatever San Diego Gas & Electric and IBEW Local 465 agree to regarding meal allowances and that will become a part of this Agreement.

(a) When instructed before quitting time to report for duty before the next regular daily starting time, the employee shall provide his own mid-shift meal, the same as is regularly done on other days.

(b) Mealtime on a regular workday shall be the mid-point of that shift. Overtime meals period shall be one and one-half (1 1/2) hours before the start of the shift, two hours after the shift and every five and one-half (5 1/2) hours thereafter until employee is released from duty.

(c) If an employee, who is working on prolonged overtime, works through two meal periods, he shall be permitted to combine the allowable cost of such two meals in the amounts provided in this Article. Employees, whose normal quitting time is 3:30 p.m. or later, will be furnished dinner if they are released after 5:30 p.m. On a scheduled shift where the hours do not conform to those above, the dinner allowance shall be granted if the work continues for more than ten (10) hours from the regular starting time of the shift.

5.2 Employees who are assigned to temporary work at such distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of abode, shall be allowed $33.75 per day as subsistence allowance for each work day at the temporary headquarters. The time spent by any such employee in traveling to such a temporary job at its beginning and from it at its conclusion shall be paid for by the Company. The subsistence is an addition to meals whenever employees are stationed out of town. Increase or decrease subsistence allowance to whatever San Diego Gas & Electric and IBEW Local 465 agree to regarding subsistence allowances and that will become a part of this Agreement.

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

(b) Employees assigned to temporary work shall be paid 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- work day; and

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

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 employees 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 the Company's convenience.

5.5 The payment for mileage allowance will be thirty-one cents ($.31) per mile. Future adjustments will be made according to effective dates of IRS published recommendations.

5.6 In no event shall the Company lay off a crew in one headquarters and add a new crew in another headquarters in the same geographical division in order to avoid payment of expense allowance as provided in Article V.

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) an employee voluntarily terminates employment; (3) an employee has been laid off for more than twelve (12) consecutive months; or (4) an employee has violated the provisions of Article VII, Section 7.6.

6.2 The 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 Seniority shall be used as the basis for determining such benefits as vacation, holidays, transfer rights, protection against demotion and layoff, hospital and life insurance, pension, et cetera.

(1) In determining an employee's qualifications for application of Section 8.4, Article XI (Holidays), Article XII (Vacations), and Article XVI (Group Hospital and Life Insurance plans), seniority shall mean the time spent in the employ of San Diego Gas & Electric, which is qualified under Section 6.1 as continuous service, together with all time credited as seniority with Asplundh Tree Expert Co., or any of its affiliates, if the employee so being credited has been hired by San Diego Gas & Electric within thirty (30) days of the date of termination from one of the above mentioned companies. Such seniority determination shall be limited to the above-noted Articles.

(2) For all other provisions of the Agreement, seniority shall mean only the time spent in the employ of Asplundh Tree Expert Co., which meets the specific conditions as outlined in Section 6.1.

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 Marine, under any Act of Congress which provides that the employee is entitled to reemployment;

(b) Absence on Union business;