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TRAVEL AND SUBSISTENCE PROVISION

FOR

TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)

IN

ALAMEDA, CALAVERAS, CONTRA COSTA, DEL NORTE, EL DORADO, MARIN, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN LUIS OBISPO, SANTA CRUZ, SIERRA, SISKIYOU, SOLANO, TRINITY, AND YOLO COUNTIES

61-1245-12

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JUL 12 2005
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WAGES HOLIDAYS PTO VAC TRAVEL and SUBSISTENCE OVERTIME PENSION

AGREEMENT

BETWEEN

DAVEY TREE SURGERY COMPANY

AND

LOCAL UNION 1245

OF THE

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, AFL-CIO

TERM: August 1, 2004 - December 31, 2007

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 thereof.

(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 thereof. 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 twenty-five dollars ($25.00) 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 7-21-04)

(a) Temporary Work Locations: For employees assigned to a temporary work location or assembly point, the following sequence shall occur:

1. The most senior volunteers in appropriate classifications.

2. The least senior individuals in the appropriate classifications.

3. Individuals relocated to another temporary headquarters will not be moved again until all other individuals in the base headquarters have been relocated temporarily at least once. A temporary headquarters change will consist of a minimum of 15 consecutive workdays for an individual prior to activating the rotation process. (Individuals can volunteer to remain in the temporary assignment for longer than 15 days).

(b) Company shall provide sleeping rooms for employees assigned more than 100 miles from their regular headquarters. For employees assigned more than 60 miles from their regular headquarters, the Company shall make a good faith effort to pursue the Client Utility to provide lodging. (Subsistence and sleeping room provisions shall be applicable to Vegetation Control employees, eliminating the former per-diem language). (Amended 7-21-04)

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:

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