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DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TREE TRIMMER (LINE CLEARANCE)

IN

INYO, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA, AND VENTURA COUNTIES

061-47-3

61-47-3

AGREEMENT

BETWEEN

ASPLUNDH TREE EXPERT CO.

AND LOCAL UNION 47

OF THE INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, AFL-CIO

Effective January 1, 2007 through January 2, 2010

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Department of Industrial Relations

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Chief's Office

scheduled working day before a celebrated holiday and the first regularly scheduled working day after such holiday shall receive eight (8) hour pay at the straight time rate. When any one of the listed holidays falls on Saturday, it shall be celebrated on the preceding Friday, and when the holiday falls on Sunday, it shall be celebrated on the following Monday. Holidays under the Agreement shall be: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, or days celebrated as such.

4:3 (a) Employees who are required to report for emergency work on non-workdays, or outside of their regular hours of work on a scheduled workday or on holidays, shall be paid overtime compensation for the actual time worked and for the travel time in connection therewith, but such travel time shall not exceed one-half (1/2) hour.

(b) When at the request of the supervisor in charge, an Employee report for pre-arranged work on workdays outside of their regular work hours, on non-workdays or on holidays, the employee shall be paid overtime compensation for actual work time only. Prearranged work is deemed to be work for which advance notice has been given prior to the end of the employee's normal work hours on the preceding day. This provision does not apply to make up time.

4:4 Employees who report for work as provided in Section 4:3 (a) shall be paid a minimum of two (2) hours pay, including travel time, at the overtime rate. Employees who report for work provided under 4:3 (b) shall be paid a minimum of two (2) hours pay, at overtime rates even if work in cancelled for any reason. However, the Employer will not be required to pay overtime rate if the two (2) hour minimum goes into employees regular work hours on regular workdays.

4:5 If the Employer requires an employee to perform work for more than two (2) hours beyond their regular work hours and each succeeding five (5) hours thereafter the employee shall be granted a meal allowance of ten dollars ($10.00). The meal allowances do not apply when overtime is prearranged for ten (10) hours or less.

4:6 Employees who report for work on a workday or for prearranged work on a 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 one (1) hour at straight-time rates.

4:7 The Employer agrees that in the event of a death in the immediate family of an employee with one (1) year of service with the Employer, such employees may be given up to three (3) days off without loss of pay for making funeral arrangements and/or attending the funeral. Immediate family being the employee and their spouse's father, mother, brothers, sisters, sons and daughters. Employees with less than one (1) year of service will be excused from work for up to three (3) days, one (1) day without loss of pay, to attend the funeral of an immediate family member.

4:8 Employees shall be compensated by Friday via direct deposit to their account for the time worked the previous week. If an employee hired prior to July 1, 2004 chooses not to participate in direct deposit, a check will be mailed via the U.S. postal service to a designated address.

4:9 All employees must be employed a minimum of six (6) months prior to a holiday before becoming eligible to receive a paid holiday.

4:17 When an employee is temporarily assigned to work in a classification higher that his/her regular classification for eight (8) hours or more during the day, he/she shall be paid no less than the minimum rate established for such classification for all time worked in the assigned classification. Whenever practicable, temporary upgrades will be awarded to the senior qualified climber in the District.

4:18 The Employer shall pay for traveling time and furnish transportation from job to job within the jurisdiction of the Local Union. On work outside the jurisdiction of the Local Union, the Employer shall furnish transportation, board and other necessary expenses.

4:19 Employees shall report to work dressed in suitable attire to perform their duties and shall be neat and clean in appearance. Should the Employer require the employees to wear a uniform shirt, the shirts will be provided to the employee and will be replaced when necessary.

4:20 All employee who drive the Employer's equipment shall have and maintain a valid Commercial Drivers License (CDL) which conforms to the Federal and/or State law and possess the necessary skills to drive a standard transmission vehicle. All new employees hired after September 15, 2004, shall have 30 days from their date of hire to obtain a CDL and shall maintain such license at all times. The Employer shall be notified immediately by all employees if his/her driver's license is suspended or revoked.

Once the CDL has been obtained, then, in the case of future disqualification of an employee, the employee may be assigned to other work, if available.

The Employer will reimburse the employee for any extra fees in excess of a standard license, and for any costs required for a doctor's physical. (This payment will be made only after the employee completes their probationary period.) However, the total reimbursement shall not exceed seventy dollars ($70.00), and will not be made more frequently than once every four years upon evidence that the employee has obtained the license.

4:21 All employees shall have and maintain an American Red Cross First Aid and CPR card. The Employer will furnish the instructor and the necessary materials for the course. The course will be conducted on the employee's own time.

4:22 All employees covered by this Agreement shall adhere to the prescribed disciplinary action program and substance abuse policy.

4:23 It shall be the responsibility of the Employer to ensure the safety of its employees and compliance by them with the established Employer's safety rules and standards.

4:24 The safety rules agreed upon shall be those in the Employers Foreman's Manual, and all safety letters and special bulletins sent from the safety and equipment departments.

4:25 Each crew shall hold a fifteen-minute safety meeting each week during working hours.

4:26 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for the Employer's convenience.

4:27 Employees who use their personal automobiles for the Employer's convenience shall be reimbursed therefore at a rate of one ($1.00) per hour, plus fuel. This reimbursement shall cover all costs associated with operating the vehicle, including the cost of insurance.

4:28 Step Progression – Step increases within classification will be awarded annually on the anniversary date that an employee has within that classification. Exception: Step 1 Apprentice Climbers will receive a step increase after 6 months.

4.29 The Employer will endeavor to distribute planned or emergency overtime so far as is practicable among qualified employees in the District who have indicated their preference for such work.

4:30 **HOURLY WAGE SCHEDULE**

Classification		Hourly Rate Effective	
	1/1/07	12/31/07	1/4/09
Foreperson			
Step 6:	$18.00	$19.00	$20.00
Step 5:	$17.20	$18.05	$19.00
Step 4:	$16.22	$17.10	$18.00
Step 3:	$15.45	$16.15	$17.00
Step 2:	$14.68	$15.20	$16.00
Step 1:	$13.91	$14.25	$15.00

Foremen who fail to maintain a CDL will be frozen at their current step, and may remain in their position subject to Art. 4.20. Upon the acquisition of a CDL any foreman who has missed a step increase shall immediately be progressed to the next higher step and that date shall become the anniversary date for future step increases.

Foreman Qualified (W/CDL)	$13.00	$13.50	$14.00
Journeyman			
Step 5:	$12.50	$13.00	$13.50
Step 4:	$12.00	$12.50	$13.00
Step 3:	$11.18	$12.00	$12.50
Step 2:	$10.61	$11.25	$11.75
Step 1:	$10.40	$11.00	$11.50

Upon obtaining a CDL, any journeyman shall be progressed to the next higher step in the journeyman classification or to the Foreman Qualified Classification (if the employee is qualified and is willing to act as a foreman for temporary upgrades). Journeymen who possess a CDL on the ratification date of this Agreement will advance one step (up to Step 4) on the wage scale. Progression to the higher step for having a CDL establishes a new anniversary date for future step increases.

ARTICLE VI
Job Site Reporting

6:1 The Company will provide transportation if an employee is required to report to a temporary job site that is more than twenty-five (25) road miles from the permanent reporting work location.

6:2 Employees will arrive at temporary job site at the normal reporting time and shall be back at the permanent job site at the normal end of shift or overtime provisions shall apply.

6:3 Bids for jobs under this section shall be as follows:

(a) The Company will ask for volunteers from a work location to be designated by the Company. Volunteers will be awarded the assignment based on Company seniority within the classification. In the event that there are no volunteers, the Company will select the employee with the least seniority in classification for the assignment.

(b) In the event that an employee accepts a temporary assignment, he/she shall have return rights to their permanent work location and shall retain all rights based on seniority.

ARTICLE VII
Vacations

7:1 All employees who have completed one (1) year of continuous service for the Employer shall be entitled to five (5) days vacation (40 hours). All employees who have completed two (2) years continuous service work for the Employer shall be entitled to ten (10) days vacation (80 hours). Employees who have completed ten (10) years continuous service shall be entitled to fifteen (15) days vacation (120 hours). Service with the Employer 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 eighteen hundred (1800) hours in the employee's anniversary year.

An employee who actually worked at least nine hundred (900) hours in the employee's anniversary year but did not actually work eighteen hundred (1800) hours during that period shall be entitled to a pro rata share of vacation.

7:2 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.

7:3 In the event an employee entitled to a vacation quits the service of the Employer 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.