STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

HOLIDAY PROVISION

FOR

TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)

IN

IMPERIAL COUNTY

61-465-5A

01-465-SA

AGREEMENT

BETWEEN

ASPLUNDH TREE EXPERT CO.

AND

IBEW LOCAL UNION 465

IMPERIAL IRRIGATION DISTRICT

JANUARY 1, 2007 – DECEMBER 31, 2009

3:8 The Business Manager of the Union and/or his representative shall have access to the Employer's properties during regular working hours for the purpose of transacting Union business. The Union shall furnish the Employer with a list of such representatives who shall be furnished with proper identification. This privilege shall not be abused by the Union, nor shall the Union interfere with normal work of the Employer.

3:9 The Employer agrees to notify the Union of new hires, their classifications, addresses, telephone numbers and dates of hire; transfers and terminations, within thirty (30) days of hiring, transfer or termination of any employee.

3:10 The Employer 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 and deletions at six (6) month intervals upon the request of the Union.

ARTICLE IV
Hours – Wage Payment – Holidays
Working Conditions

4:1 Eight (8) or ten (10) hours shall constitute the normal workday between 6:00 a.m. and 6:00 p.m. Monday through Friday. Thirty (30) minutes between the hours of 11:00 a.m. and 12:00 p.m. shall constitute lunch period. Should the Employer require the lunch period be advanced or delayed more than one hour, an extra hour pay shall be paid at the employees straight time rate. The regular hours of work may be changed by the Employer with notification to the Union. Such a change in regular hours of work shall not be deemed to require the payment of overtime as long as hours are consecutive and worked inside the 6:00 a.m. to 6:00 p.m. window. This, however, does not constitute a guarantee of any hours in the normal work day.

4:2 All work performed in excess of forty (40) hours in any one week, or outside the regular schedule of working hours during the work day shall be paid for at the rate of time and one-half (1 ½), except that time lost due to inclement weather and/or equipment breakdown may be made up on Saturday, not to exceed eight (8) hours at the straight time rate of pay. On approved make up days if any employee makes a commitment to work, and does not show, the employee's attendance record will reflect an unexcused absence from work. Overtime shall be computed to the nearest quarter hour. All work performed in excess of twelve (12) continuous hours per day will be paid for at the rate of double time. There shall be no pyramiding.

4:3 All employees working on the last scheduled working day before a celebrated holiday and the first scheduled working day after such holiday shall receive eight (8) hours 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, Martin Luther King Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day, or days celebrated as such.