DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9th Floor San Francisco, CA 94102

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

WATER WELL DRILLER: WATER WELL DRILLER PUMP INSTALLER HELPER

IN

ALPINE, AMADOR, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, STANISLAUS, SUTTER, TEHAMA, TRINITY, AND YUBA COUNTIES

AGREEMENT

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NGT 87 1985

THIS AGREEMENT, made and entered into this 21 of day of _______, 1985, by and between STACON CORPORATION, hereinafter referred to as the Employer, and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter referred to as the Union.

07.03.00 Employee who furnish their own transportation from the shop to the jobsite and return as directed by management, will be paid mileage at the rate of ten cents (\$.10)/mile and the Employer will furnish an appropriate amount of fuel.

07.03.01 The Employer shall pay all bridge, ferry or toll fares involved, provided that no Employee shall be required to furnish the means of transportation as a condition of employment for the purpose of transporting fuel, parts, gear or tools of the Employer.

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09.00.00 SUBSISTENCE

09.01.00 Overnight Allowance. In the event any Employee is required to be away from his home overnight by reason of the performance of his employment, he shall receive expenses in the following manner; the sum of thirty-six dollars (\$36.00) per night, when substantiated by motel and/or hotel receipts. When a motel and/or hotel receipt is not submitted and the Employee would normally qualify for expenses, he will receive fifteen dollars (\$15.00) per night daily allowance.

09.01.01 Should an Employee be required to work in a high room rate area when verified and agreed to by management, or to travel by himself out of town, a sufficient amount of money will be added to his expenses if necessary so that he will receive fifteen dollars (\$15.00) per twenty-four (24) hours for food.

09.01.02 If the Employer maintains, rents, leases, or otherwise contracts out or arranges for board and room in the subsistence area hereinbefore described, the Employer agrees that there will be no charge to the Employees covered by this Agreement for suitable board and room.

09.01.03 No subsistence shall be paid on any job when the Employee's time starts and ends at the Employer's permanent yard.

09.01.04 Only due to an emergency business situation where an Employee has not been notified the previous workday will an Employee be advanced money for out-of-town expenses, and then only if the Employee so requests. Otherwise, the Employee will be reimbursed weekly for expenses he had incurred during the previous week.

- 6 ---

09.01.05 All travel within the period between the time an Employee is required to report for the day and the time he is released from work for the day, including travel from jobsite to jobsite or from yard to jobsite or from jobsite to yard, shall be paid as time worked. Paid travel time as described in this Section shall not exceed one and one-half (1-1/2) hour per day, at the straight-time rate, unless a job is starting or ending, or if additional paid travel time is authorized by management. If a project requires more than one day to complete and the jobsite location requires more than three-fourths (3/4)-hour travel time from the yard, the Employee will be paid an overnight allowance (as described in 09.01.00) in lieu of travel time. The Employer shall provide safe transportation.