STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TELECOMMUNICATIONS TECHNICIAN

IN

(pg. 2B)
Alameda, Los Angeles, San Francisco, San Mateo, Santa Clara

(pg. 2B-1)
Contra Costa, Marin, Orange, and San Diego

(pg. 2B-2)
Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Fresno, Glenn, Humboldt, Imperial, Kern, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Riverside, Sacramento, San Benito, San Joaquin, San Luis Obispo, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo and Yuba

PREAMBLE

Pursuant to and in consolidation of the terms agreed to in the Memorandum of Agreement executed on ***February 5, 2001***, this consolidated Contract is signed on this ***16th*** day of ***March, 2001***, between PACIFIC BELL/NEVADA BELL, ***SBC Telecom, Inc. in Las Vegas, Nevada, SBC Telecom, Inc. – Network Operations, SBC Advanced Solutions, Inc., SBC Services, Inc., Pacific Bell Information Services Maintenance Notification Group, and Pacific Bell Home Entertainment,*** hereinafter collectively referred to as the "Companies," and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the "Union."

The respective parties to this consolidated Contract do mutually agree and covenant as follows:

ARTICLE 1

RECOGNITION

Section 1.01 The Companies recognize the Union as the exclusive collective bargaining representative for those employees having the occupational title classifications outlined in Appendices A and B for the collective bargaining units described in the Agreement of Recognition.

Section 1.02 Nothing herein shall be construed as authorizing the inclusion of any employee or employees not properly includable in the above described bargaining unit, nor shall be construed as a waiver or forbearance on the part of the Union of any right to represent any employee or employees properly includable in such bargaining unit as contemplated under the National Labor Relations Act as now or hereafter amended or superseded.

Section 1.03 Additions to, or changes in, recognition as described in the Agreement of Recognition may be made by mutual agreement.

Section 1.04 The Companies recognize the Union or its authorized representatives as having sole power to execute agreements with the Companies in regard to rates of pay, wages, hours of employment and other conditions of employment affecting the employees in the collective bargaining units described in the Agreement of Recognition.

Section 1.05 The Companies will furnish a copy of the Contract to all employees.

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Department of Industrial Relations

JUL 12 2001

Div. of Labor Statistics & Research
Chief's Office

Section 5.04 **OVERTIME AND CALL-OUTS** (Continued)

L. All hours worked in excess of forty-nine (49) in the calendar week shall be paid at the rate of two (2) hours' pay for each hour worked.

1. Time included when calculating time worked toward the forty-nine (49) rule:

a. All time worked.

b. Time paid for but not worked on Holidays and paid Personal Days Off.

c. Paid time off to vote.

d. Paid time off (UP) spent by Union representatives attending meetings with management.

M. For pay treatment on holidays, see Article 6 of this Contract.

N. No wage payments shall be made for specified meal periods taken outside of scheduled hours.

Section 5.05 **EXPENSE ALLOWANCE**

A. PER DIEM ALLOWANCE AND LODGING

1. When an employee is temporarily assigned to a work location other than the employee's assigned headquarters and, as determined by the Companies, daily travel by the employee would be impractical, the Companies may establish a temporary headquarters at a place where suitable board and lodging may be obtained or provided, in which case the employee shall be eligible to receive an allowance of thirty-three dollars ($33.00) per diem and lodging at the Companies' expense.

2. An employee entitled to receive the per diem allowance and lodging at the Companies' expense under Section 5.05A1 may, upon proper management approval and in lieu of the per diem allowance and lodging at the Companies' expense, be granted home board and lodging allowance at the rate of thirty-three dollars ($33.00) per day when the nature of the work will permit and the employee establishes a bona fide home at the location of the work. When such home board and lodging is authorized, it shall also be paid for periods not worked on Sundays, holidays, days absent due to weather conditions and other authorized absence not including vacations.

Section 5.05 **EXPENSE ALLOWANCE** (Continued)

3. An employee entitled to receive the per diem allowance and lodging at the Companies' expense under Section 5.05A1 may, upon proper management approval, be granted an allowance at the rate of thirty-three dollars ($33.00) per day for each day worked in lieu of the per diem allowance and lodging at the Companies' expense when the location of the work permits travel on the employee's own time and expense, between the employee's bona fide home and the location of the job. In such cases, the thirty-three dollar ($33.00) allowance will only be paid for the days actually worked.

4. On personal trips over weekends and holidays, an employee who is being provided the per diem allowance and lodging at the expense of the Companies may, upon proper approval and in the event Company transportation is not available, be granted the lesser of the following two allowances, but in no case shall payment be made for travel time:

   a. An allowance equivalent to commercial transportation costs to the appropriate, as determined by the Companies, commercial transportation terminal at the employee's home location and return. In addition, the employee will be paid the mileage allowance at the agreed upon rate for use of an employee's personal vehicle on Company business for the distance between the work location and the commercial transportation terminal at the temporary work location and return and for the distance from the commercial transportation terminal at the employee's home location to the employee's home and return, or

   b. The actual savings to the Companies due to the employee's absence from the established boarding place.

5. The establishment or discontinuance of a temporary headquarters as provided for in Section 5.05A1 shall not be considered as a change in an employee's regularly assigned headquarters as defined in Appendix A, Sections A1.04E, A2.04 ***and*** A4.04C.

B. OCCASIONAL MEALS

Employees shall be granted meal allowances only in accordance with the following:

1. Nine dollars ($9.00) when a full-time employee works two (2) or more consecutive hours in addition to working his or her regular shift/tour or a part-time employee works two (2) or more hours in addition to working the equivalent of a full-time shift/tour.

2. An additional nine dollars ($9.00) will be paid when a full-time employee works six (6) or more consecutive hours in addition to working his or her regular shift/tour or a part-time employee works six (6) or more consecutive hours in addition to working the equivalent of a full-time shift/tour.

Section 5.05 **EXPENSE ALLOWANCE** (Continued)

3. Meals for which an allowance is granted under this Section shall be eaten on the employee's own time, except where the supervisor determines that the employee cannot be released for a definite meal period. In such case the employee shall be granted a reasonable amount of time to eat on Company time.

4. There shall be no allowance granted for noonday luncheon expense.

5. A meal allowance will not be paid to an employee receiving per diem or an allowance in lieu of per diem.

C. TRANSPORTATION

1. The Companies will either furnish all means of transportation or specify what transportation shall be used for Company business and advance or refund the necessary fares.

2. Local carfare or mileage, as determined by the Companies, to and from work in excess of that required by an employee for the employee's normal assignment will be refunded. Travel time will be computed on the same basis except as provided for in Section 5.05A3.

3. When local carfare during working hours is deemed necessary by the Companies, such carfare will be advanced or refunded to employees. Carfare in excess of the local fare will be advanced.

4. A personal automobile may be used for Company business or to facilitate transportation provided that:

   a. Such use is authorized by a supervisor.

   b. The employee agrees to such use of the employee's personal automobile.

   c. Such usage shall be reimbursed at the Internal Revenue Service (IRS) reimbursement rate for mileage. In the event the IRS increases the reimbursement rate for mileage, the Company will adjust the mileage reimbursement rate to the maximum allowable rate as soon as practical, not to exceed 60 days from the effective date of the increase.