

Department of Industrial Relations
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**WATER WELL DRILLER
WATER WELL DRILLER
PUMP INSTALLER
HELPER**

IN

KINGS AND TULARE COUNTIES

240-979-17

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AGREEMENT

between

LAYNE-WESTERN COMPANY, INC.
BAKERSFIELD, CALIFORNIA

and

INTERNATIONAL UNION OF PETROLEUM
AND INDUSTRIAL WORKERS

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1907 Burndage Lane

Bakersfield, CA 93304

(805) 324-8737

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Just as the...
business...

MAY 30 1985

Section 4: Reporting Time Pay

(a) Each work day an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled days work, the employee shall be paid for half the usual or scheduled days work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage herein provided.

(b) If an employee is required to report for work a second time in any one work day and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the minimum wage herein provided.

(c) The foregoing reporting time pay provisions are not applicable when:

1. Operations cannot commence or continue due to threats to employees or property; or when recommended by civil authorities, or;

2. Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system, or;

3. The interruption of work is caused by an Act of God or other cause not within the employers control.

Section 5: 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:

Effective 12/15/84\$33.00 per night

Effective 12/15/85\$34.00 per night

One motel/hotel receipt will be required by the Company from one member of the crew.

When employees are traveling alone or in a high room rate area and cannot secure a motel room at a rate which will allow them at least \$10.00 per day for meals, the Company will subsidize them subsistence by the necessary amount to provide such. Any abuse of the Section will result in an employee being paid the contractual subsistence, and no subsidy will be made.

The Company will continue the present meal allowance of \$12.50 for the day of the return from overnight trips.

No subsistence shall be paid when the employee's time starts and ends at the Company's permanent yard.

If an employee is required to travel for the Company overnight because of an emergency business situation, the employee will be advanced an adequate sum of money to meet expenses during this trip, if the employee so requests.

If an employee elects to return home, with the Company's permission, from a jobsite requiring more than one (1) hour travel time and who would otherwise be required to stay overnight, the employee will return home on his own time and without subsistence as provided for in this Section, but the Company will provide transportation.

Section 6: 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 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 two (2) hours per day at the straight-time rate unless a job is starting, or if additional paid travel time is authorized by management.

Any employee who is staying out of town as provided for in Section 6, of this Article, and who is required to report back to the Company's permanent yard to pick up supplies, etc., or is requested to do so by the Company, will be paid travel time on a straight time basis; limit one employee per crew unless otherwise directed by the Company

The Company reserves the right to require employees to report for work at jobsites or customer locations other than the Company's permanent yard when working in the Bakersfield area (non-subsistence area).

Section 7 - Uniforms: The Company agrees to continue the present uniform practice on a 50/50 basis, eleven (11) uniforms.

All employees will be required to report for work in a uniform shirt. For those employees who elect not to utilize the laundry service, the Company will provide each employee who has completed his probation period with six (6) uniforms shirts. The Company will replace up to three (3) damaged shirts in any calendar year on an exchange basis. It is the employees responsibility to maintain the upkeep on his uniform shirts.

Section 8: All personal hand tools belonging to employees in the Classifications of Installer, Serviceman electrician, Manchinist or Mechanic, which are broken in the the performance of their normal job duties, will be replaced at the Company's expense, up to a maximum of \$75.00 per year.