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TRAVEL AND SUBSISTENCE PROVISION

FOR

TREE TRIMMER
(HIGH VOLTAGE LINE CLEARANCE)

IN

BUTTE, COLUSA, PLUMAS, SIERRA,
SOLANO, SUTTER, YOLO, AND YUBA COUNTIES

61-1245-16

61-1245-16

AGREEMENT

BETWEEN

UTILITY TREE SERVICE, INC.

And

LOCAL UNION 1245

OF THE

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, AFL-CIO

Term: January 3, 2010 through December 31, 2011

ARTICLE V
EXPENSES

5:1 If Company requires an employee to work two (2) hours beyond regular work hours on an eight-hour workday or prearranged eight-hour non-workday, and each succeeding five (5) hours thereafter, the employee shall be granted a meal allowance of thirteen dollars ($13.00). Time taken to consume such meals (30 minutes per meal) shall be considered as time worked and paid at the appropriate rate therefore. On a four-day ten-hour schedule, employees will be granted a meal after one (1) hour of overtime.

Company may prearrange employees with 4/10 schedules for ten-hour shifts on non-workdays without making meal payments. Employees provide their own first meal on prearranged shifts. Company is required to provide meals or payments in lieu on emergency call-out shifts.

(a) If Company requires an employee to perform emergency work on days starting two (2) hours or more before regular work hours and such employee continues to work into regular work hours, the employee shall be paid a meal allowance of thirteen dollars ($13.00) for the first meal and a meal allowance of thirteen dollars ($13.00) for every five (5) hours thereafter.

5:2 Employees who are assigned to work over sixty (60) miles from their assigned headquarters shall be allowed twenty-five dollars ($25.00) per day as subsistence for each day worked at the temporary headquarters. Time spent traveling to such temporary jobs at its beginning and from its conclusion shall be paid for by Company. Company agrees to provide lodging when the Company assigns employees over 100 miles from their regular assigned headquarters.

Temporary work as used in this Article shall mean any assignment away from their regular established headquarters lasting ninety (90) days or less.

For employees assigned to a temporary work location or assembly point the following sequence will be observed:

(1) The most senior volunteers in appropriate classifications.
(2) The least senior individuals in the appropriate classifications.
(3) Individuals relocated to another temporary headquarters will not be moved again until other individuals in the base headquarters have been relocated temporarily at least once. A temporary headquarters change will consist of a minimum of 15 consecutive workdays for an individual prior to activating the rotation process. (Individuals can volunteer to remain in the temporary assignment for longer than fifteen days.)

5:3 In other than emergency situations, the Company shall give at least forty-eight (48) hours notice to an employee who is to be sent out of town for temporary work, in order that the employee may have time to prepare for the trip.

5:4 It shall not be a condition of employment for an employee to maintain a telephone or use their personal automobiles or vehicles for Company's convenience.

5:5 Employees who are requested by the Company to use their personal automobiles for Company's convenience shall be reimbursed therefore at the appropriate rate as determined by the IRS for the mileage reimbursement.