STATE OF CALIFORNIA EDMUND G. BROWN, JR., *Governor*

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

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San Francisco, CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ASBESTOS WORKER, HEAT AND FROST INSULATOR:

MECHANIC

IN

IMPERIAL, INYO, KERN, LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA, AND VENTURA COUNTIES

MASTER LABOR AGREEMENT

Southern California Chapter,
Western Insulation Contractors Association

and

Local No. 5,
International Association of
Heat and Frost Insulators
and Allied Workers

Effective: June 30, 2014 – July 2, 2017

RECEIVED
Department of Industrial Relations

JUL 02 2015

Office of the Director-Research

ARTICLE IX
Travel Pay and Subsistence

Section 1: Los Angeles

1. There shall be (2) recognized zones with the Los Angeles City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as "Exhibit A" and made a part of this Agreement.

   Zone 1: 0 to 80 miles – No allowance
   Zone 2: Over 80 miles – $65 per day worked, mileage is IRS allowable per Google at the start and finish of the job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

3. Where free parking is not available within one half (½) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

Section 2: San Diego

1. There will be two (2) recognized zones radiating from the intersection of Broadway Street and U.S. Highway 163 in the City of San Diego. All zones are depicted on a map mutually agreed upon between the Employer and the Union. Such map is designated as “Exhibit B” and made a part of this Agreement.

   Zone 1: 0 to 30 miles – no allowance
   Zone 2: Over 30 miles – $65.00 per day worked, mileage is IRS allowable per Google at the start and finish of the job.

2. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

3. Zone 1 (the free zone) is expanded to include the area bounded by a 22 mile arc drawn from Oceanside Boulevard and the I5 Freeway and intersecting the current San Diego free zone and the Los Angeles free zone as depicted on the map mutually agreed upon between the Employer and the Union. This map shall be a part of Exhibit B as referenced in the Article IX, Section 2, Subsection 1 above.

4. Where free parking is not available within one half (½) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

Section 3: Bakersfield

1. There shall be two (2) recognized zones with the Bakersfield City Hall as the central point. All zones are depicted on a map mutually agreed upon between the Employer and the Union.

2. Such map is designated as "Exhibit C" and made a part of this Agreement.

   Zone 1: 0 to 75 miles – no allowance
   Zone 2: Over 75 miles – $65.00 per day worked, mileage is IRS allowable per Google at the start and finish of the job.

3. The travel pay and subsistence payable to an employee for any day during which the employee for any reason voluntarily leaves his job prior to completion of the employee's regularly scheduled workday shall be reduced in proportion to the balance of the employee's workday remaining at the time the employee leaves his Job.

4. Where free parking is not available within one half (½) mile of the jobsite, the contractor shall reimburse employees at the lowest rate available, provided the employee presents a signed and dated receipt for each parking expenditure. Receipts must be received weekly.

Section 4: Boundaries

Jobs falling on the radius line of any zone shall be considered as in the next higher zone.

Section 5: Days Not Worked

An employee working in Zone 2 (Los Angeles), as defined in Section 1 above, or in Zone 2 (San Diego), as defined in Section 2 above, or in a Bakersfield zone area where the Los Angeles Zone 2 travel pay and subsistence allowance is applicable, shall be paid subsistence pay for (1) a holiday not worked in the zone if such holiday occurs on Tuesday, Wednesday or Thursday of the workweek and if the employee works both the days immediately preceding and following the holiday, and (2) for any day when such worker is required by the Employer to remain out of town, but not working, due to reasons beyond his control such as inclement weather.

Section 6: Transportation Facilities

Employees covered by this Agreement shall not be permitted to furnish, lease or rent the use of an automobile or other conveyance to transport men, tools, equipment or materials from shop to Job, from job to job, or from job to shop. Facilities for such transportation will be provided by the Employer. This provision shall not restrict the use of an automobile or other conveyance to transport the owner and personal tools from home to shop or job at starting time, from job to job, or from job to home at quitting time.

5. An employee driving a company vehicle shall receive subsistence in the amount set forth in the highest paid zone (when applicable) and shall be covered by all the terms and conditions of this Agreement. The rules governing the use and operation of company vehicle shall be as follows:

    a. The vehicle shall be the property of, or leased by, the Employer and shall not be the property of, or leased from, an employee;

    b. Loading and unloading shall be in accordance with Article II of this Agreement;

    c. The operator shall not be paid mileage;

    d. All company vehicles shall have permanent signs or mutually agreed-to identification including the company name or contractor license number.

NEGOTIATING COMMITTEE OF THE SOUTHERN CALIFORNIA CHAPTER, WESTERN INSULATION CONTRACTORS ASSOCIATION

By: _____ By: _____
Eric Fults, Chairman Gerald Cox

By: _____ By: _____
Craig Skeie

NEGOTIATING COMMITTEE OF THE INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL NO. 5

By: _____ By: _____
Tom Gutierrez, Chairman Gene Clark

By: _____ By: _____
Michael Patterson Tom Herbert

By: _____ By: _____
Dave Nix Tony Magallanes

The foregoing Agreement is hereby accepted and agreed to as of this 2nd day of _____

EMPLOYER: _____

By: _____ By: _____

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL NO. 5

By: _____ By: _____

The undersigned employer, not a member of the Southern California Chapter, Western Insulation Contractors Association, hereby states that he has read this Agreement and agrees to be bound by all of the terms and conditions of this Agreement.

SIGNED this _____ day of _____, 20_____

EMPLOYER: _____

By: _____ By: _____

INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS AND ALLIED WORKERS, LOCAL NO. 5

By: _____ By: _____