

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

BRICKLAYER, BLOCKLAYER:
BRICKLAYER, BLOCKLAYER, STONEMASON

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO,
SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ,
SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS,
SUTTER, TEHAMA, TRINITY, TUOLUMNE, YOLO, AND YUBA
COUNTIES.

RECEIVED
Department of Industrial Relations

JUL 29 2019

Office of the Director-Research

AGREEMENT

MAY 1, 2019 THROUGH APRIL 30, 2022

BY AND BETWEEN

BRICKLAYERS LOCAL UNION #3
OF CALIFORNIA, IUBAC, AFL-CIO

10806 Bigge Street
San Leandro, CA 94577
(510) 632-8781

AND

NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER
BARGAINING ASSOCIATION

Benesys Administrators, C/O Oona Hagerty
ATTN: Ron Bennett
7180 Koll Center Parkway
Pleasanton, CA 94566

ARTICLE IV
TRAVEL, SUBSISTENCE, SPECIALTY PAY, SICK LEAVE AND SAN FRANCISCO
FFWO

Section 1. Determination of Mileage For 45 Northern California counties covered under this Agreement.

- A. For the purpose of determining travel and subsistence reimbursement, all employees required to travel more than forty (40) miles from their residence or the employer's principal place of business, whichever is closer to the job site, shall be paid travel reimbursement and subsistence as follows. Mileage to be determined by the California State Automobile Association.
- B. The Employer's principal place of business is the city or town recognized as such by the California State Contractors' Licensing Board. The employer's principal place of business must be a bona fide place of business, which is permanent. Temporary offices or other places of business established at or near the job site after the bid opening date shall not be recognized as principal places of business for purposes of this Article.
- C. Any individual Employer who has no principal place of business within the area covered by this Agreement shall use the employee's residence in place of the employer's principal place of business for the purposes of this Article.
- D. Effective retroactive to February 5, 2007, the Union hereby waives the benefit of San Francisco's paid sick leave ordinance, codified as Chapter 12W of the San Francisco Administrative Code. The Union also agrees to waive the benefit of any other paid sick leave statute or ordinance enacted by the State of

California or any local governmental entity that may be lawfully waived by a collective bargaining representative.

- E. Effective retroactive to February 14, 2014, the Union hereby waives the benefit of San Francisco's Family Friendly Workplace Ordinance (FFWO), codified as Chapter 12Z of the San Francisco Administrative Code.

Section 2. TRAVEL and SUBSISTENCE

A. Travel Reimbursement shall not exceed the following:

Less than 40 miles	Free zone
41 to 50 miles	\$20.00 per day
51 to 60 miles	\$25.00 per day
61 to 70 miles	\$30.00 per day
71 to 80 miles	\$38.00 per day
Over 81 miles	Subsistence

B. Subsistence expense reimbursement shall be actual expense not to exceed the following:

On all jobs of over 81 miles the employee shall receive a subsistence allowance of up to one hundred (\$100.00) per day for each day worked. When an employee is entitled to subsistence and cannot work because of inclement weather, job shut down or act of God, the employee shall be entitled to subsistence. When subsistence applies, employees traveling from their residence or the employer's principal place of business, whichever is closer to the job site, located outside the 80 miles distance, and are not entitled to subsistence payment for reason of failure to produce expense receipts, that employee shall be paid mileage, not to exceed one hundred (\$100.00) per day, calculated at the current published IRS rate on the day of travel involved as published at www.irs.gov per mile one way, and bridge tolls, for each day said employee is required to report to the job site and does not receive subsistence reimbursement. The employer, at his option, may provide covered transportation in lieu of payment of transportation or bridge tolls as heretofore set forth.

All subsistence for room and board shall be reimbursed as per receipts produced by the employee not to exceed one hundred (\$100.00) dollars per day. Travel expense and subsistence shall be paid where applicable for each day worked or part of a day worked and shall not be prorated.

For refractory employees only, paid subsistence for Saturdays, Sundays & Holidays that are not worked, but the job extends over a weekend or holiday period and the employee remains overnight, the employee shall be paid the daily \$100.00 subsistence amount for the Saturday, Sunday and/or Holiday.

- H. Employees must be paid for going from one job to another during working hours and must not use any of their lunch period in making such change.
- I. The Employer shall reimburse employees for their actual parking expenses on all job sites where free off-street parking is not available and/or where parking meters are in effect. Employees must be prudent in selecting the least expensive parking facility within three (3) blocks of the job site. The Employer shall also reimburse employees for their actual bridge tolls. At the employee's option, the employee may travel to and from the jobsite via BART or other public transportation, the actual cost of which shall be reimbursed by the Employer unless free parking is provided and available. To be entitled to reimbursement of these expenses (parking, bridge tolls, and public transportation), employees shall submit receipts to the Employer on at least a weekly basis, and the Employer will reimburse them on their next paycheck.