

## **TRAVEL AND SUBSISTENCE PROVISIONS**

### **CRAFT/CLASSIFICATION**

Carpet, Linoleum, Resilient Tile Layer (All Shifts); Material Handler (All Shifts)

### **ID**

200-1247-1

### **LOCALITY**

Inyo, Los Angeles, Kern, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura Counties

### **TRAVEL AND SUBSISTENCE**

Section 7. Other Expenses Reimbursed Weekly. Workers shall be reimbursed weekly for authorized expenses such as telephone calls, use of cell phone in conjunction with keeping track of time cards, parking and other incidental expenses.

Section 8. Amount of Expenses and Subsistence. Workers will be compensated for all reasonable expenses when required to be out of town, including rooms that are verified by receipts for normal expenses not covered by the minimum daily allowance. Workers shall not be paid a daily subsistence if room and meals are supplied to the worker, which are acceptable to the worker with not more than two (2) workers per room. Workers shall be paid at the current IRS rates in effect in the county where the project is located per day for meals, in advance, on all out-of-town jobs. Workers on out-of-town jobs shall also be paid Travel Expenses as defined in this Agreement to and from the job site at the beginning and end of the job.

### **ARTICLE IX -TRAVEL EXPENSE**

Section 1. Travel Expense from Employer's Shop. When a worker is instructed to report to the shop first, the worker shall receive Travel Expense for time spent traveling from the shop to job, job to job and job to shop at a rate equivalent to the worker's basic straight-time hourly wage rate for each hour, or part thereof, so spent. Workers driving their own vehicles shall also receive additional Travel Expense, calculated at the Internal Revenue approved rate per mile driving from shop to the job, from the job to job and from the job to shop. Travel Expense is not pay for hours worked for any purposes whatsoever, including but not limited to pay for hours worked under Appendix A of this Agreement.

Section 2. Travel Expense. When a worker is instructed to report directly to the job from home, Travel Expense shall be paid according to the following schedule from the Employers shop (All mileage and drive time shall be calculated based on Google Maps "as the Crow Files"):

0-30 Miles	\$0.00 per day
31-40 Miles	15.00 per day

41-60 Miles	35.00 per day
61- 120 Miles	60.00 per day

On jobs over 120 mile radius, Travel Expense shall be paid at the Internal Revenue Service (IRS) approved rate per mile with no free zone.

When an employee is required to travel from shop to job, job to job, or job to shop, this time shall be compensated as hours worked. In addition, if an employee is driving his own vehicle, he shall be compensated for all miles driven from job to job or job to shop at the prevailing IRS approved rate per mile.

Section 3. Limitation on Travel Expenses. Workers shall not be required to travel more than twelve (12) hours in a twenty-four (24) hour period.

Section 4. Transportation of Passengers. Employers shall not require a worker to transport passengers in a vehicle owned by a worker.

Section 5. Jobs Outside the County of the Employer's Shop. This section shall apply to new direct hires from the out-of-work list when the Union is notified before dispatching. When an Employer performs work under this Agreement at a job site located in a county other than the county in which an Employer's business establishment is located, such Employer may elect as to those workers working on such job who reside in a county other than the county in which the Employer's business is located, to use the local Building Trades Council office in the job site county as the center point from which to compute Travel Expense, instead of computing Travel Expense for such workers from the Employer's business establishment.

Section 6. When Employer's Business is Outside the Geographical Scope of this Agreement. If an Employer's established place of business is outside the geographical scope of this Agreement and the Employer does work within the geographical scope of this Agreement, Local Union No. 1247's Union Hall will be the Employer's center point for calculating Travel Expense.

Section 7: For every request for an Apprentice from the out of work list who is dispatched to a public works project that is 50 miles and beyond from the Local Union Hall in Monterey Park, CA the Apprentice shall receive seventy-five dollars (\$75.00) per day for Travel Expenses. When an Apprentice is required to stay overnight on a job that is 100 miles and beyond, acceptable lodging must be provided. The employer shall pay a per diem at the current County rates under the IRS guidelines in which the project is located for meals and incidental expenses. The mileage calculation shall be determined by the shortest route using Google Maps.

If an Apprentice is requested from the out of work list and is dispatched to a public works project that is less than 50 miles from the Local Union Hall in Monterey Park, CA then Article IX, Section 2 shall apply.