STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ASBESTOS WORKER, HEAT & FROST INSULATOR:

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, MONO, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES

MASTER AGREEMENT

between

The International Association of Heat and Frost Insulators and Allied Workers, Local 16

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association

Effective August 1, 2013 to July 31, 2016

RECEIVED
Department of Industrial Relations
NOV 16 2013
Office of the Director-Research

International Association of Heat and Frost Insulators and Allied Workers
Est. 1903
ENERGY CONSERVATION SPECIALISTS

Agreement between the Insulators and Allied Workers Local 16

and the

Western Insulation Contractors Association Northern California Chapter, Inc.

THIS AGREEMENT, made and entered into this 1st day of August 2013, by and between the INTERNATIONAL ASSOCIATION OF HEAT AND FROST INSULATORS and ALLIED WORKERS LOCAL 16, hereinafter referred to as the Union, and the WESTERN INSULATION CONTRACTORS ASSOCIATION, NORTHERN CALIFORNIA CHAPTER, INC., hereinafter referred to as the Association, for and on behalf of the Individual Insulation Contractors who are its members and have authorized it to represent them, and such other Individual Insulation Contractors as may become signatory to this Agreement or any counterpart thereof, which Individual Insulation Contractors are hereinafter referred to as Individual Employers.

ARTICLE IV
Travel & Subsistence

46. Daily Travel Rates: Based by county in California and a radius from Reno City Hall for Nevada.

47. For the purpose of this agreement Placer and El Dorado Counties will be divided by Highway 49. The area west of Highway 49 will be paid at the daily travel rate of Ten Dollars ($10.00). The area east of Highway 49 will be paid at the daily travel rate of Thirty Dollars ($30.00).

County	Rate	Zone		County	Rate	Zone
Alameda	10.00	1		Placer (west of Highway 49)	10.00	2
Alpine	subsistence	2		Placer (east of Highway 49)	30.00	2
Amador	20.00	2		Plumas	subsistence	2
Butte	subsistence	2		Sacramento	10.00	2
Calaveras	30.00	2		San Benito	subsistence	1
Colusa	30.00	2		San Francisco	10.00	1
Contra Costa	10.00	1		San Joaquin	20.00	2
Del Norte	subsistence	2		San Mateo	10.00	1
El Dorado (west of 49)	10.00	2		Santa Clara	15.00	1
El Dorado (east of 49)	30.00	2		Santa Cruz	35.00	2
Fresno	10.00	2		Shasta	10.00	2
Glenn	subsistence	2		Sierra	subsistence	2
Humboldt	subsistence	2		Siskiyou	subsistence	2
Kings	30.00	2		Solano	10.00	1
Lake	subsistence	2		Sonoma	20.00	1
Lassen	subsistence	2		Stanislaus	15.00	2
Madera	20.00	2		Sutter	30.00	2
Marin	10.00	1		Tehama	subsistence	2
Mariposa	30.00	2		Trinity	subsistence	2
Mendocino	subsistence	2		Tulare	30.00	2
Merced	20.00	2		Tuolumne	30.00	2
Modoc	subsistence	2		Yolo	10.00	2
Mono	subsistence	2		Yuba	30.00	2
Monterey	subsistence	2		Reno, NV 0-20 mile radius	10.00	3
Napa	20.00	1		Reno, NV 21-40 mile radius	20.00	3
Nevada	20.00	2		Reno, NV 41+ miles radius	subsistence	3

48. For the purpose of this agreement daily travel rates for the State of Nevada will be determined by a radius extending from the Reno City Hall as follows

    0 – 20 miles = $10.00
    21 – 40 miles = $20.00
    Over 40 miles = $85.00 (subsistence)

49. The above allowances for California and Nevada will be adjusted by One Dollar ($1.00) should the average price of a gallon of unleaded gasoline in Northern California increase to Four Dollars ($4.00). The average price shall be determined by AAA.

50. Employees shall be paid mileage from a job to another job in the same day except when using a company vehicle.

51. There shall be no travel pay while driving a company vehicle.

52. The above allowance will be adjusted by One Cent ($0.01) for each Fifteen Cents ($0.15) change in the average price of a gallon of unleaded gasoline (base cost to be $1.32 = $.30/mile, the average cost to be determined by AAA).

53. Should the employee incur a toll charge in traveling to or from the job, such toll charge shall be paid to the employee in lieu of travel expense, unless the accrued travel exceeds the toll charge, in which event travel expense alone shall be paid.

54. Subsistence Area Allowances: Employees directed not to return home from the job site in a subsistence area shall be paid the following:

55. Travel In/Out: A flat rate shall be paid for travel expense for subsistence jobs. This includes Sixty Dollars ($60.00) one way when first reporting for work at the job site and Sixty Dollars ($60.00) one way on return at the conclusion of the job unless, directed by the employer to return home, or to another job. (Example – if an employee is working on a subsistence job and the job is delayed and the employee is sent home, or is instructed to go to another jobsite in another county, then is instructed to return to the original jobsite, the employee would be entitled to an additional $60.00 in and $60.00 out. The employee may be transferred between jobs within a subsistence county or adjacent county and would not be entitled to the in/out rate.). In addition, travel expense locally from the closest available commercial lodging to the job site and return at the following rate for each mile traveled in excess of ten (10) miles each way, each day they are required to report for work at the job site during the period of such employment. Employees quitting the job on their own initiative before completion of fifteen (15) working days shall not be entitled to travel expenses.

56. The above allowance will be adjusted by One Cent ($0.01) for each Fifteen Cents ($0.15) change in the average price of a gallon of unleaded gasoline (base cost to be $1.32 = $.30/mile, the average cost to be determined by AAA).

57. Subsistence: Subsistence shall be paid throughout the duration of their employment at the job site, Saturdays, Sundays and holidays included, when worked, in addition to wages and other benefits, provided in the Agreement, when worked, at the rate of: Eighty Five Dollars ($85.00) per day worked except as noted:

    57.1. Subsistence shall not be applicable on days where individual employees are instructed to return home. (Examples are one (1) day jobs, jobs requiring multiple mobilizations/demobilizations, last day of the project, etc.).

58. Employees being paid subsistence who fail to report for work on a regular work day will not be entitled to the allowance set forth in Sections 54 through 57 for such day or days provided that the foregoing will not apply to any employee who presents a doctor's certificate or otherwise proves to the Union's satisfaction that he was unable to report to work because of illness or any other just cause.

59. Employees discharged for cause in a subsistence area shall not be entitled to return mileage provided they are paid off at time of discharge. In the event of a dispute respecting the existence of just cause for discharge, just cause shall be determined under the grievance procedure.

60. Parking: The Individual Employer shall reimburse his employees for their cost of parking up to a maximum of Sixty Dollars ($60.00) per day in areas where free parking is not available within One Quarter (1/4) of a mile of the entrance to the job site providing a valid parking receipt is presented.