STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISION

FOR

ASBESTOS WORKER, HEAT AND 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, MONO, MONTEREY, 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 Asbestos Workers Local 16

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association

RECEIVED
Department of Industrial Relations
MAY 18 2000
Div. of Labor Statistics & Research
Chief's Office

Effective August 1, 1999 to July 31, 2004

applied. except as otherwise specified under Section 135. Upon allocation the amount involved shall cease to be wages to the employee.

34. When five (5) or more employees are employed on a job, one (1) employee shall be designated as a Foreman and shall receive One Dollar Fifty Cents ($1.50) per hour over the mechanic's rate. A Foreman in charge of twenty (20) or more employees shall be classed as a General Foreman and shall receive Two Dollars Fifty Cents ($2.50) per hour over the mechanic's rate.

35. Any employee required to work from a bosun's chair, sky-climber or suspended scaffolding, without a solid frame scaffold. shall, regardless of whether the particular equipment or condition has been found safe. be paid premium pay at the rate of One Dollar ($1.00) per hour for each hour worked. All employees shall be properly trained in the safe operation of any and all equipment.

36. Payment of all wages and allowances shall be made weekly on the day designated by the Employer as pay day. No more than three (3) days may be held back by an Individual Employer at any time.

37. When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the California Labor Code; except, in the case of emergency jobs where work is performed outside of regular working hours, the overtime may be paid at the office of the Employer not later than the first straight time working day thereafter, or mailed at the request of the employee to the employee's home.

38. No discharge or layoff shall be effective unless at the time of discharge or layoff, the employee is paid in full at the job site or as otherwise herein provided. If the Employer fails to pay the employee in full immediately upon such discharge or layoff, the Employer shall pay the employee for waiting time an additional sum equal to two (2) hours straight time pay, such sum to be in addition to any penalty or penalties provided by law.

39. If, however, a job is shutdown by reason of the act of prime-contractor or owner, the men may be paid on the day following the layoff at the dispatch office without penalty.

40. For the purpose of this Agreement a man is laid off when he is instructed not to return to work on the next working day.

ARTICLE IV
Travel & Subsistence

41. There shall be three (3) recognized dispatch areas as follows: San Francisco, Sacramento and Fresno.

42. The San Francisco Allowance Area shall extend from the westerly boundary of the Local Union's jurisdiction easterly one-half way from the San Francisco City Hall to the Sacramento City Hall, and northerly to the northern boundary of the Local Union's jurisdiction and southerly one-half way from San Francisco City Hall to Fresno City Hall.

43. The Sacramento Allowance Area shall extend from the easterly boundary of the San Francisco Allowance Area to the easterly boundary of the Local Union's jurisdiction, and southerly to the northerly boundary of the Fresno Allowance Area and northerly to the northerly boundary of the Local Union's jurisdiction.

44. The Fresno Allowance Area shall extend from the most westerly boundary of the Local Union's jurisdiction to the most southerly and easterly boundary of the Local Union's jurisdiction and one-half way northerly from the Fresno City Hall to the Sacramento City Hall and the San Francisco City Hall. Wherever the phrase "City Hall in the Allowance Area" is used in this Article it shall mean the San Francisco City Hall in the San Francisco Allowance Area, the Sacramento City Hall in the Sacramento Allowance Area, and the Fresno City Hall in the Fresno Allowance Area, as the case may be.

45. All employees working in an allowance area shall be considered as being based in that allowance area except as hereinafter provided:

46. On all jobs more than twenty (20) miles from the City Hall in the allowance area as measured by the most direct well-traveled route, the employee, unless directed not to return from the job on the same day, shall be paid the following allowance for such travel expense each way for each mile from the City Hall in the allowance area to the job site in excess of twenty (20) miles.

47. 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).

48. Provided however, that should the employee incur a toll charge in traveling to or from the job, whether within or without the twenty (20) mile free zone, 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.

49. Employees directed not to return home from the job site shall be paid the following allowances:

50. **Travel expense:** Travel expense shall be paid one way when first reporting for work at the job site and one way on return at the conclusion of their employment at the job site as provided in Section 46 above, and 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.

51. 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).

52. **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: Sixty Dollars ($60.00) per day worked.

53. For the purpose of the foregoing sections the distance to the job site shall be the distance from the City Hall of the basing point to job site via the most directly traveled route to the job site, as shown in the current Touring Guide published by the National Automobile Club. In the event that the current Touring Guide does not specify a distance to a particular job site, or the parties disagree as to any such distance, the Individual Employer and the Union shall each measure the distance and the average of the two shall be taken as the true distance, which shall be final and binding upon both parties and all employees involved.

54. When an employee is sent from one allowance area to a job in another, he shall be paid the following allowance per mile travel expense from the City Hall in the allowance area from which he is sent to the job and thereafter shall work on the job as if based in the allowance area in which the job is located.

55. 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 $1.32 = $.30/mile, the average cost to be determined by AAA).

56. Upon the termination of a job covered by Sections 54 and 55, the employee shall be paid travel expense on his return to the allowance area from which he was sent in accordance with Sections 54 and 55. In computing out-of-town allowance, all distances shall be as set out in the current "Touring Guide" published by the National Automobile Club.

57. 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 49 through 52 for such day or days provided that the foregoing will not apply to any man 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.

58. 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.

59. **Parking:** The Individual Employer shall reimburse his employees for their cost of parking up to a maximum of Fifteen Dollars ($15.00) per day in areas where free parking is not available within six hundred and sixty feet (660 feet) of the entrance to the job site providing a valid parking receipt is presented. Employees shall be paid mileage from a job to another job in the same day except when using a company vehicle.

ARTICLE V
Show-up Time

60. Employees ordered to report for work at a shop or on a specific job, for whom no employment is provided, shall receive two (2) hours pay at the applicable rate, except in cases where bad weather conditions prevent working and due notification has been given the employee.

ARTICLE VI
Work Covered

61. The Association and the Individual Employers, parties hereto, recognize the Union as the duly authorized, sole and exclusive Collective Bargaining Representative of the employees performing the work covered by this Agreement. This recognition comes under Section 9(a) of the National Labor Relations Act.

62. Local 16 shall have a permanent office address with telephone service where their Business Agent or authorized officer can be communicated with between 7:30 a.m. and 3:00 p.m. each working day for the purpose of answering inquires and providing the necessary service to the trade.

63. This Agreement shall cover all work falling within the recognized craft jurisdiction of Local 16, including without limitation of the foregoing:

64. Lining of all mechanical room surfaces and air handling shafts.

65. The filling and damming of fire stops and penetrations including. but not limited to. electrical and mechanical systems.

66. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.