

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PLUMBER:
FIRE SPRINKLER FITTER (PROTECTION AND CONTROL SYSTEMS,
OVERHEAD AND UNDERGROUND)

IN

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, INYO, KERN, KINGS, LAKE, LASSEN, LOS ANGELES¹ MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONO, MONTEREY, NEVADA, ORANGE², PLACER, PLUMAS, RIVERSIDE, SACRAMENTO, SAN BENITO, SAN BERNARDINO³, SAN DIEGO, SAN JOAQUIN, SAN LUIS OBISPO, SANTA BARBARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, VENTURA⁴, YOLO, AND YUBA COUNTIES

¹ Does not apply to Los Angeles city limits and twenty-five (25) miles beyond city limits of Los Angeles.

² Only applies to Aliso Viejo, Capistrano Beach, Coto De Caza, Daina Point, El Torousmc Air Station, Emerald Bay, Laguna Beach, Laguna Hills, Laguna Niguel, Lake Forest, Leisure World (Laguna Beach Area), Mission Viejo, Modjeska, Rancho Santa Margarita, San Clemente, Three Arch Bay, San Juan Capistrano, San Juan Hotsprings, Silverado Canyon, South Laguna & Trabuco Canyon

³ Excluding the cities of Ontario and Montclair

⁴ Only applies to Casitas Springs, Colonia, El Rio, Faria, Foster Park, Hollywood Beach, La Conchita, Live Oaks Acres, Lockwood Valley, Meiners Oaks, Miramonte, Montalvo, Oak View, Ojai, Oxnard, Pierpont Bay, San Buenaventura, Saticoy, Seacliff, Solimor Beach, Summit, Ventura and Wheeler Springs

**AGREEMENT BETWEEN
NATIONAL FIRE SPRINKLER ASSOCIATION, INC.
and
ROAD SPRINKLER FITTERS LOCAL UNION NO. 669,
COLUMBIA, MARYLAND
OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF
THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES
AND CANADA**

THIS AGREEMENT is made this 14th day of April, 2007 (and constituting revision of the original Agreement of April 6, 1915, and revisions and renewals thereof) between National Fire Sprinkler Association, Inc. and Road Sprinkler Fitters Local Union 669 (hereinafter referred to as "Union").

ARTICLE 1

The National Fire Sprinkler Association, Inc., a body corporate under authority from its contractor members pursuant to its By-Laws, has negotiated and signed this Agreement for and on behalf of its contractor members that have given the National Fire Sprinkler Association, Inc. written authority to negotiate this Collective Bargaining Agreement, each of whom is the "Employer" party to this contract. A list of the names of those contractor members authorizing National Fire Sprinkler Association, Inc. to negotiate and execute this Agreement and on whose behalf it is negotiated and executed is attached hereto and made a part hereof.

It is understood that the National Fire Sprinkler Association, Inc. is not responsible for the actions of individual contractor members relative to the application of and compliance with this Agreement. The National Fire Sprinkler Association, Inc. has the exclusive right to appoint employer representatives to all joint committees or trust boards that are in existence and/or come about as a result of the terms and conditions of this Collective Bargaining Agreement. The National Fire Sprinkler Association, Inc. may, at its option, with the approval of the contractor member participate in any grievance involving said contractor member who has given the National Fire Sprinkler Association, Inc. authority to negotiate this Collective Bargaining Agreement.

It is further understood and agreed that any Employer bound by the terms of this Agreement by virtue of the authority described in the above paragraph agrees that, if the contractor member withdraws his membership from National Fire Sprinkler Association, Inc. or his membership is terminated for any reason, the contractor member shall be bound by all the terms and conditions of the Agreement for the balance of the term of this Agreement. The National Fire Sprinkler Association, Inc. agrees to notify the Union when any contractor member withdraws or is terminated from the National Fire Sprinkler Association, Inc. within twenty (20) days of such action. The National Fire Sprinkler Association, Inc. shall also notify the Union of any new member joining the National Fire Sprinkler Association, Inc. within a period of twenty (20) days from receipt of application, subject to subsequent Board of Directors approval, and shall furnish the Union with a copy of the signed agreement whereby the Company authorizes the National Fire Sprinkler Association, Inc. to represent it in Collective Bargaining.

OFF-SHORE DRILLING OPERATIONS: The following conditions of employment shall apply to off-shore drilling operations:

25 Travel expenses as applicable under Article 11 of the Agreement shall be paid from the employee's residence to the point of embarkation (i.e., boat landing, helicopter pad, etc.) servicing the structure on which the job is located. Time spent from the point of embarkation to the structure and from the structure to the point of embarkation shall be considered hours worked. Travel expense at job completion will be applied as provided under Paragraph (E), Article 11 of the Agreement.

Subsistence as applicable under Article 11 of this Agreement shall be paid to the point of embarkation.

When an employee is required to live on the structure, he shall be furnished meals and lodging free of charge. Where meals and lodging are provided, no payment shall be paid under Article 11, Paragraphs (B), (C) and (D).

Hours of work including shifts, starting time, meal periods, etc., shall conform to practice on the structure.

Overtime at the rate of double the appropriate hourly rate shall be paid for hours worked outside the regularly scheduled work shift as established on the structure.

The hourly rate for Journeymen and Apprentices at the point of embarkation shall be the hourly rate for work performed on the structure and applicable travel expense.

In no case shall an employee be required to remain on the structure for more than fourteen (14) consecutive calendar days.

ARTICLE 7

WAGES: It is agreed that the hourly wage rate for Sprinkler Fitters shall apply to jobs in the states effective April 1, 2007 for the duration of the Agreement:

The rate of wage for Foremen shall be Two Dollars and Forty Cents (\$2.40) per hour above the Journeyman's rate, effective April 1, 2007; Two Dollars and Fifty-Five Cents (\$2.55) per hour effective April 1, 2008; and Two Dollars and Seventy-Five Cents (\$2.75) per hour, effective April 1, 2009. All overtime for Foremen shall be at the rate of time and a half the Foreman's rate of pay, including the Foreman premium rate except for Sundays and Holidays. Overtime for Foremen on Sundays and Holidays shall be at two times the Foreman's rate of pay, including the Foreman premium rate.

There shall be a Foreman on each job and a General Foreman on each job with twenty-two (22) or more employees and the Employer may select from his Journeyman employees whomever he wishes to be Foreman and General Foreman from the Local Union 669 bargaining unit.

ARTICLE 10

INSPECTION PRIVILEGES: Authorized Agents of the Union shall have access to the Employer's job site unless prohibited by the authority having jurisdiction for job site security, during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the firm's working schedule. Upon request, the Employer agrees to make all reasonable efforts to secure access to the job site for authorized union agents from the authority having jurisdiction for job site security.

ARTICLE 11

TRAVEL EXPENSES:

- (A) Effective April 1, 2007, when an employee is required to travel to a job within sixty (60) miles of his residence, he shall be paid no expenses of any kind.
- (B) When an employee is required to travel to a job beyond sixty (60) miles up to and including eighty (80) miles from his residence, he shall be paid Fifteen Dollars (\$15.00) per day, effective April 1, 2007.
- (C) When an employee is required to travel to a job beyond eighty (80) miles up to and including one hundred (100) miles from his residence, he shall be paid Twenty-five Dollars (\$25.00) per day, effective April 1, 2007.
- (D) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall receive subsistence for each day worked in the amount of Seventy Dollars (\$70.00) per day, effective April 1, 2007, and Seventy-five Dollars (\$75.00) per day, effective April 1, 2009.

- (E) When an employee is required to travel to a job in excess of one hundred (100) miles from his residence, he shall be paid at the rate of Forty Cents (\$0.40) a mile in going to the job for the first time, together with travel time at the rate of one quarter (1/4) hour travel time for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2007.

Whenever the employee's job in excess of one hundred (100) miles is completed or the employee is transferred by his Employer to another job, the employee shall be paid at the rate of Forty Cents (\$0.40) a mile to the point at which the employee entered the Employer's service or the next contract, together with travel time at the rate of one quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours per day in any twenty-four (24) hour period, effective April 1, 2007.

- (F)
1. The parties to this Agreement, may, by mutual written agreement, designate area(s) as "fully employed". The Employer may thereafter, at its option, request that the Union refer unemployed Journeymen or Apprentices who reside outside the designated area. The Union will, at the Employer's request, refer unemployed Journeymen and Apprentices from an unemployment list maintained for this purpose, to the extent available and within five (5) working days of its receipt of the Employer's request.
 2. Journeymen and Apprentices residing outside the designated area where the jobsite is located will be referred from the nearest Local 669 District and according to the length of time on the unemployment list, referred to above, pursuant to the Union's nondiscriminatory referral procedures established for this purpose.
 3. Journeymen and Apprentices referred pursuant to this procedure will be employed for a minimum of thirty (30) working days unless the Employer has "just cause" to terminate them.
 4. Journeymen and Apprentices referred to the Employer pursuant to this procedure shall be paid Seventy Dollars (\$70.00) per day subsistence effective April 1, 2007 and Seventy-Five Dollars (\$75.00) per day subsistence effective April 1, 2009. There shall be no travel pay or mileage as provided in this Article for travel from and to the employee's residence outside the "fully employed" area.
 5. For travel from job to job within the "fully employed" area when the employee is required to travel more than forty (40) miles, he shall be paid Forty Cents (\$0.40) per mile between jobs and also travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles traveled, not to exceed eight (8) hours pay in any twenty-four (24) hour period. Mileage shall be computed between jobs within the "fully employed" area rather than from the employee's residence.

- (G) When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Article, except, however, he shall be required to pay travel time and subsistence in accordance with this Article. No subsistence shall be paid when the Employer furnishes daily transportation and the employee chooses to travel back and forth from his home.
- (H) If the employee leaves his work before it is completed and without the consent of the Employer, traveling shall be at the employee's own time and expense.
- (I) Residence shall be solely determined by the employee and the employee shall file this in writing with the Employer and the Union.
- (J) Travel for Alaska: The following travel expenses shall be allowed from the lower forty-eight (48) states to Alaska:

The employee shall be paid Forty Cents (\$0.40) per mile and travel time at the rate of one-quarter (1/4) hour for each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer.

For travel in the state of Alaska, the employee shall be paid Forty-Three Cents (\$0.43) per mile and travel time at the rate of one quarter (1/4) hour for each fifteen (15) miles, not to exceed eight (8) hours per day in any twenty-four (24) hour period from his residence to the airport of embarkation as selected by the Employer.

In addition, all air travel for the employee shall be coach airfare from the airport of embarkation to the job in Alaska, together with four (4) hours of travel time if the time of travel is less than four (4) hours, and eight (8) hours of travel time if the time of travel is four (4) hours or more.

At the option of the Employer, subsistence shall be Eighty Dollars (\$80.00) per day effective April 1, 2007, five (5) days a week, or days worked, whichever is greater, or suitable room and board [two (2) men to a standard double room with two beds]. This paragraph shall apply to Alaska only and to those situations where employees are sent to Alaska from the lower forty-eight states (mainland) and where employees who are residents of Alaska are required to travel to a job in excess of one hundred (100) miles from his residence.

When an employee is required to travel more than one hundred (100) miles, but less than two hundred and fifty (250) miles from his residence, and is required to work six (6) days in a standard work week, the employee shall be paid seven (7) days subsistence.

When an employee is required to travel two hundred and fifty (250) or more miles from his residence, seven (7) days subsistence shall be paid.

If the employee is discharged for good cause or quits before completion of the work project, his subsistence allowance for meals and lodging shall cease. If the employee does not stay on the work project until the work project is completed, he shall pay his own return transportation.

When the employee arrives at the Alaska airport, ground transportation to the job or the cost thereof shall be furnished by the Employer, plus one-quarter (1/4) hour of pay for each fifteen (15) miles traveled.

When an Employer provides suitable transportation for the employees, the Employer shall not be required to make any payment for travel expenses under this Section J, except, however, he shall be required to pay travel time and subsistence in accordance with this Section J. No subsistence shall be paid when the Employer furnishes daily transportation, and the employee chooses to travel back and forth from his home.

When the employee returns from Alaska, he shall be paid expenses on the same basis as set forth herein for his travel to Alaska.

- (K) For the purpose of contributions to all Funds set forth in this Agreement, travel hours paid for shall be considered hours worked.
- (L) All travel hours outside of the regular established working hours shall be at time and one half (except for Sundays and Holidays which shall be at double time) in accordance with Sections (E), (G), and (J).
- (M) Nothing herein contained shall be considered as inconsistent with the Federal Wage and Hour Laws.
- (N) For the purpose of this Article, all miles traveled by an employee shall be determined by reference to maps.google.com. Where the actual point of residence or job is not designated, miles traveled shall be the mileage between the points closest to the actual point of residence or job which are designated in maps.google.com.
- (O) Subsistence, in accordance with Paragraphs (D) & (J) above, shall be paid if an employee is prohibited from working because of weather conditions.
- (P) An employee shall receive fifty percent (50%) of the travel payment set forth in Paragraphs (B) and (C) of this Article, if applicable, when the employee is entitled to a payment as provided in Article 12, Paragraph (D).