

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

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CA 94142-0603

San Francisco



TRAVEL & SUBSISTENCE PROVISIONS

FOR

**ELECTRICIAN:**  
INSIDE WIREMAN, TECHNICIAN  
CABLE SPLICER

IN

SANTA CLARA COUNTY

# **INSIDE AGREEMENT**

**Between**

**RECEIVED**  
Department of Industrial Relations

DEC 10 2008

Div. of Labor Statistics & Research  
Chief's Office

**Local Union No. 332**

**International Brotherhood of Electrical Workers**

**San Jose, California**



**and**

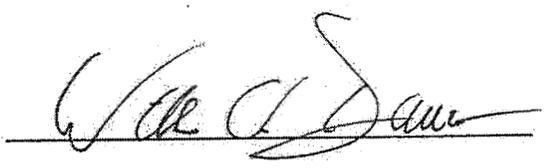
**Santa Clara Valley Chapter  
of  
National Electrical Contractors Association, NECA**

**Effective**

**June 1, 2008 – May 31, 2011**

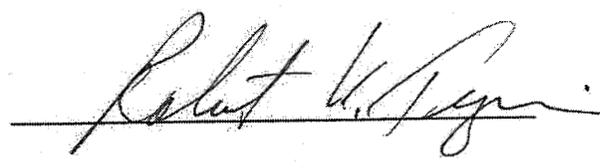
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Div. of Labor Statistics & Research  
Chief's Office



**FOR THE NATIONAL ELECTRICAL  
CONTRACTORS ASSOCIATION,  
SANTA CLARA VALLEY CHAPTER**

**William T. Barrow  
Chapter Manager**



**FOR THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL  
WORKERS, LOCAL #332**

**Robert V. Tragni  
Business Manager**

4  
5 **TRAVEL CLAUSE**

6 **Section 3.14** (a) On all jobs requiring the employees to remain  
7 away from home overnight, the Employer will also furnish board and  
8 lodging and other necessary expense or a minimum of \$45.00 per day, per  
9 worker, on a seven (7) day per week basis being considered a minimum  
10 amount except where adequate subsistence or lodging is furnished on the  
11 job. The Employer may elect to pay full expenses over weekends or pay  
12 travel time at the straight time rate and furnish transportation to and from  
13 the Employer's home base.

14  
15 (b) When workers report to the Employer's shop, as  
16 defined herein within the jurisdiction of the Union without travel expense,  
17 the Employer shall furnish transportation and pay for time from shop to job,  
18 job to shop, job to job.

19  
20 A job site is considered to be the physical location where employees report  
21 for their work assignments. The Employer's shop (service center) is  
22 considered to be a separate, single job site. All other physical locations  
23 where workers report for work are each considered to be a single, separate  
24 job site.

25 (c) For traveling from job to job during the regular  
26 working hours where the worker provides his or her own transportation, the  
27 worker shall be paid their regular rate plus one dollar (\$1.00) per road-mile  
28 traveled.

29 (d) Traveling time shall be paid at one and one-half  
30 times the regular straight-time rate of pay to any worker who is driving the  
31 Employer's vehicle, for the Employer's convenience to and from any job  
32 within the jurisdiction of the Union when workers are ordered to travel on  
33 other than their regular work hours.

34  
35 (e) A joint venture by two (2) or more firms signatory  
36 to this Agreement shall be considered a new Employer.

37  
38 (f) "Shop" as used in this Agreement shall mean an  
39 established place of business as defined in ARTICLE II, Section 4 hereof.

1 When an Employer, signatory to this Agreement, establishes another place  
2 of business as herein defined, within the jurisdiction of the Union,  
3 recognition of such a "shop" shall be determined by Local  
4 Union 332, IBEW.

5  
6 When such a second shop is recognized by the Union, any job, which the  
7 Employer has in progress, shall continue to operate with no change in place  
8 of reporting, travel allowance or per diem until its completion.

9  
10 Any dispute over refusal by the Union to recognize an Employer's  
11 established place of business as a "shop" shall be subject to the grievance  
12 procedure set forth in this Agreement.

13  
14 (g) Additional workers shall be employed in the same  
15 manner as local Employers and all such workers shall receive the wages and  
16 conditions as outlined in this Agreement.

17  
18 (h) The last worker or workers, employed by an  
19 outside firm, shall receive at the time of layoff, a notice of immediate  
20 deposit that all fringe benefit funds have been paid to the appropriate  
21 agency accompanied by an approved transmittal.

22  
23 Employers covered by this section shall notify the Local Union Office when  
24 their work is completed.

## 25 26 VEHICLES

27 **Section 3.15** (a) No worker shall use his vehicle in any manner  
28 detrimental to the best interest of other workers nor shall any worker use his  
29 vehicle to transport the Employer's tools, materials or plan sets.

## 30 31 SIGNS ON TRUCKS

32 (a) Each signatory contractor to this IBEW  
33 Agreement shall have legible identification signs, seals, decals or stickers of  
34 not less than 12 inches by 18 inches permanently attached on each exterior  
35 side of his truck(s). No worker shall drive company trucks without approved  
36 signs unless such unmarked trucks have been reported to the Local Union  
37 by the Employer, such reporting shall only be valid for a sixty (60) day  
38 period.

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**PAID PARKING**

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**Section 3.19** (a) In the Metropolitan Areas of Santa Clara County, **where free parking is not available within six (6) blocks of the job** or project, the Employer shall reimburse Employees at the lowest rate available within said six (6) block area, provided the Employee presents a signed and dated receipt for each parking expenditure, or the Employer may opt to furnish transportation from a central location within fifteen (15) minutes of the job-site, prior to starting time and return to the central location by the regular quitting time.

(a) On new construction projects (Building Trades Jobs) where specific areas are designated as assigned parking areas, and where such areas are **more than 1/4 mile (1320 feet) from the work area**, the Employer shall provide transportation from the assigned parking area no earlier than ten (10) minutes prior to starting time, and shall be returned to the parking area ten (10) minutes prior to quitting time.