



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

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

IN

KERN COUNTY

RECEIVED
Department of Industrial Relations

61-428-1

NOV 24 2014

2014 NECA-IBEW NEGOTIATIONS

Office of the Director-Research

SETTLEMENT AGREEMENT

INSIDE/OILFIELD AGREEMENTS

The undersigned have reached tentative agreement on terms and conditions to effect a successor agreement to the NECA-IBEW 2012-2014 Inside and Oilfield Agreements and have tentatively agreed to the following changes to those Agreements, contingent upon ratification of the membership of Local 428. If rejected by the membership, the parties agree to mutually submit all matters herein to the next meeting of the CIR.

Sec. 1.01 Amend to provide for a three year agreement as follows:

EFFECTIVE DATE: This Agreement shall take effect December 1, 2014, and shall remain in effect through November 30, 2017, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

61-428-1

RECEIVED
R12/4/12
OD-Research Unit

**2012 NECA-IBEW NEGOTIATIONS
SETTLEMENT AGREEMENT
INSIDE/OILFIELD AGREEMENTS**

The undersigned have reached tentative agreement on terms and conditions to effect a successor agreement to the NECA-IBEW 2011-2012 Inside and Oilfield Agreements and have tentatively agreed to the following changes to those Agreements, contingent upon ratification of the membership of Local 428. If rejected by the membership, the parties agree to mutually submit all matters herein to the next meeting of the CIR.

Sec. 1.01 Amend to provide for a two year agreement as follows:

EFFECTIVE DATE: This Agreement shall take effect December 1, 2012, and shall remain in effect through November 30, 2014, unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from December 1 through November 30 of each year, unless changed or terminated in the way later provided herein.

Sec. 3.29 (c), (d), (e) and (h) Amend as follows:

**Change the "Base Point" from the Post Office at 18th and G Street to the
Union Office at 3921 N Sillect Ave Bakersfield, California, 93308**

A handwritten signature in black ink, appearing to be 'JL' or similar, located in the bottom right corner of the page.

Sec. 3.29. FREE ZONE – TRAVEL EXPENSE PAYMENTS: Amend as follows:

- (a) There shall be a Free Zone, within a twenty (20) mile radius from the **Union Office at 3921 N Sillect Ave Bakersfield, California, 93308 (the Base Point)**, for all Employers who have permanently established, recognized shops located within that radius.
- (b) Employers located outside of the twenty (20) mile Free Zone and inside Kern County shall have the option of designating either their permanent shop or the **Union Office at 3921 N Sillect Ave Bakersfield, California, 93308** as their Base Point. Such designation shall be declared in writing to both parties to this Agreement within ten (10) days of the anniversary date of this Agreement each year and be irrevocable for a period of one (1) year. Failure of an Employer to submit the annual written declaration will automatically extend their previous designation for one (1) year.
- (c) Employers not maintaining a recognized permanent place of business in Kern County, in accordance with Article II, Section 2.08 of this Agreement, shall use the **Union Office at 3921 N Sillect Ave Bakersfield, California, 93308**, as their Base Point.
- (d) When employees are directed to report to a recognized permanent place of business as provided for in Article II, Section 2.08. of this Agreement, they shall report to the shop at the regular starting time and no travel, mileage or subsistence payments are required.
- (e) **An Employee shall not use his personal vehicle to travel from job to job within work hours. Such travel shall only be in an Employer provided vehicle and shall be paid as time worked.**
- (f) An Employer shall ~~pay for traveling time and~~ furnish transportation from shop to job, job to job, and job to shop when employees are directed to report to the shop. ~~or job, except in the Free Zone.~~
- (g) Employees dispatched to a job and/or reporting place can be transferred only from that job and/or reporting place, to the Employer's permanent shop.

JOB SITES WITHIN THE FREE ZONE

- (h) **An Employer shall not be required to compensate an Employee, for commuting to and from a job site outside of work hours, whether such commutation is by personal vehicle or in an Employer provided vehicle, whether driving or riding in the provided vehicle, for job sites located within the Free Zone.**
- (i) When an employee is required **agrees** to drive a truck to the job within the Free Zone under conditions set forth in Section 3.10 of this Article, the employee shall be required to drive the truck to and from the job by starting time and continue working on the job until quitting time without **any** travel time expense payment. ~~An employee shall not be discriminated against nor penalized for refusing to comply with this section.~~



(j) When employees are required to report directly to a job within the Free Zone as provided for in (?) above they shall report to the job at the regular starting time and no travel expense payments are required.

JOB SITES OUTSIDE THE FREE ZONE

(k) For job sites located outside of the Free Zone, the Employer shall pay a travel expense payment per Sec. 3.29 (l), for commuting to and from a job site outside of work hours, whether such commutation is by personal vehicle or in an Employer provided vehicle, whether driving or riding in the provided vehicle.

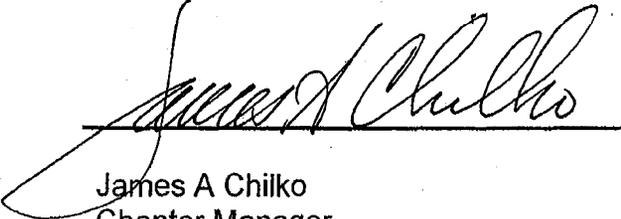
Sec. 3.29 (l) Increase travel expense payments \$5.00 per Zone.

(l) Except as provided for in (?) above, when an employee is directed to report to a job located within Zones 1 through 4 (which are measured by radius miles from the Union Office at 3921 N Sillect Ave Bakersfield CA 93308) and not to the Employer's shop, a travel expense payment is required as follows:

Zone 1	20 - 30 mile radius	\$15.00 per day
Zone 2	over 30 - 40 mile radius	\$20.00 per day
Zone 3	over 40 - 50 mile radius	\$25.00 per day
Zone 4	over 50 mile radius	\$50.00 per day

Signed for the Association:

Signed for the Union:





James A Chilko
Chapter Manager
Kern County Chapter, NECA

Danny Kane
Business Manager
Local 428, IBEW

Date 11-8-12

Date 11-08-12

2011-2012

RECEIVED
Department of Industrial Relations

JUL 13 2012

AGREEMENT Div. of Labor Statistics & Research
Chief's Office

Covering Inside Electrical Construction Work

in Kern County, California

BETWEEN

LOCAL UNION NO. 428

OF THE

INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS

AND

KERN COUNTY CHAPTER

NATIONAL ELECTRICAL CONTRACTORS

ASSOCIATION

N.E.C.A.

3008 SILLECT AVENUE, SUITE 103, BAKERSFIELD, CA 93308

PHONE: (661) 325-5937

I.B.E.W.

3921 N SILLECT AVENUE, BAKERSFIELD CA 93308

PHONE: (661) 323-2979

Sec. 3.29. FREE ZONE - MILEAGE:

(a) An Employer shall pay for traveling time and furnish transportation from shop to job, job to job, and job to shop when employees are directed to report to the shop or job, except in the Free Zone.

(b) When an employee is required to drive a truck to the job within the Free Zone under conditions set forth in Section 3.10. of this Article, the employee shall be required to drive the truck to and from the job by starting time and continue working on the job until quitting time without travel time pay. An employee shall not be discriminated against nor penalized for refusing to comply with this section.

(c) There shall be a Free Zone, within a twenty (20) mile radius from the Main Post Office, Eighteenth and G Streets, Bakersfield, California, for all Employers who have permanently established, recognized shops located within that radius.

(d) Employers not maintaining a recognized permanent place of business in Kern County, in accordance with Article II, Section 2.08. of this Agreement, shall use the Main Post Office, at Eighteenth and G Streets, Bakersfield, California, as their Base Point.

(e) Employers located outside of the twenty (20) mile Free Zone and inside Kern County shall have the option of designating either their permanent shop or the Main Post Office, Eighteenth and G Streets, Bakersfield, California as their Base Point. Such designation shall be declared in writing to both parties to this Agreement within ten (10) days of the anniversary date of this Agreement each year and be irrevocable for a period of one (1) year. Failure of an Employer to submit the annual written declaration will automatically extend their previous designation for one (1) year.

(f) When employees are required to report directly to a job within the Free Zone as provided for in (c) above they shall report to the job at the regular starting time and no mileage payments are required.

(g) When employees are directed to report to a recognized permanent place of business as provided for in Article II, Section 2.08. of this Agreement, they shall report to the shop at the regular starting time and no travel, mileage or subsistence payments are required.

(h) Except as provided for in (c) above, when an employee is directed to report to a job located within Zones 1 thru 4 (which are measured by radius miles from the Main Post Office, Eighteenth and G Streets, Bakersfield, California) and not to the Employer's shop, a travel expense payment is required as follows:

Zone 1	20 - 30 mile radius pay	\$10.00 per day
Zone 2	30 - 40 mile radius pay	\$15.00 per day
Zone 3	40 - 50 mile radius pay	\$20.00 per day
Zone 4	Over 50 mile radius pay	\$45.00 per day

(i) Employees dispatched to a job and/or reporting place can be transferred only from that job and/or reporting place, to the Employer's permanent shop.

Sec. 3.30. SUBSISTENCE:

(a) On jobs outside the perimeter of Zone 3 and not located in the E.A.F.B. or the N.W.C. zones, the Employer shall pay subsistence for the day worked, at the subsistence rate of the Agreement, in lieu of daily travel time and transportation or mileage. For this purpose "day worked" shall mean: at least one-half (1/2) of the scheduled number of hours on any given day, or for days when a reporting payment is required.

(b) All new employees on subsistence jobs, and jobs in the E.A.F.B. zone, and in the N.W.C. zone, shall receive at least a full day's pay unless they leave the job before the regular quitting time or are discharged for a just cause.

(c) When an Employer directs an employee to work in another jurisdiction, he shall pay living expenses, with a minimum of the subsistence rate of this Agreement, and shall, also, not reduce the normal weekly wages of the employee.

Sec. 3.31. TRAVEL TIME:

(a) Except as provided in Section 3.29. (b) and (f) and Section 3.30.(a) the Employer shall pay traveling time and furnish transportation from shop to job, job to job, job to shop.

(b) Travel time shall be paid at the straight time rate of pay with the exception of the driving of vehicles rated two (2) tons or more, which shall be paid as time worked.

Sec. 3.32. On zone, subsistence, or jobs in the E.A.F.B. or the N.W.C. zones, employees shall report to the job site if suitable surfaced roads and parking facilities are available; otherwise, to a designated reporting place where suitable surfaced roads and parking space are available.

Sec. 3.33. E.A.F.B. zone, and the N.W.C. zone shall be considered non-subsistence areas.

Sec. 3.34. The E.A.F.B. zone shall include the entire Edwards Air Force Base in Kern County, and the N.W.C. zone shall include the entire Naval Weapons Center at China Lake in Kern County.

Sec. 3.35. WAGES RATES: (a) The minimum rate of hourly wages except for Edwards Air Force Base and the Naval Weapons Center zones shall be:

EFFECTIVE:	WAGE * 06/01/12	PENSION	H & W **	APPR	NEBF	AMF	NLMCC
Journeyman Wireman	\$33.15	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Foreman Wireman (10%)	\$36.47	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Journeyman Inst Tech (10%)	\$36.47	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Journeyman Cable Splicing	\$36.47	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Journeyman Heliarc Welding	\$36.47	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
General Foreman (20%)	\$39.78	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Cable Splicing Foreman	\$39.78	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01

SUBSISTENCE WORK DAY - \$45.00

(b) Rate of pay for Apprentices shall be the following percent (%) of the Journeyman scale:

PERIOD	% of JW	WAGE 06/01/12	PENSION	H & W **	APPR	NEBF	AMF	NLMCC
1 st	45%	\$14.92	0	\$8.19	\$1.60	3%	1.50%	\$ 0.01
2 nd	50%	\$16.58	0	\$8.19	\$1.60	3%	1.50%	\$ 0.01
3 rd	55%	\$18.23	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
4 th	60%	\$19.89	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
5 th	65%	\$21.55	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
6 th	70%	\$23.21	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
7 th	75%	\$24.86	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
8 th	80%	\$26.52	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
9 th	85%	\$28.18	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
10 th	90%	\$29.84	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01

SUBSISTENCE PER WORK DAY - \$45.00

*11-30-2012 - \$0.60 to be allocated

**\$0.10 of this contribution rate is to fund drug testing; the amount may increase, decrease or be eliminated as directed by the Association.

c) The minimum rate of hourly wages for the Edwards Air Force Base and the Naval Weapons Center zones shall be:

EFFECTIVE:	WAGE * 06/01/12	PENSION	H & W **	APPR	NEBF	AMF	NLMCC
Journeyman Wireman	\$38.78	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Foreman Wireman (10%)	\$42.10	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Journeyman Inst Tech (10%)	\$42.10	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Journeyman Cable Splicing	\$42.10	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Journeyman Heliarc Welding	\$42.10	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
General Foreman (20%)	\$45.41	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
Cable Splicing Foreman	\$45.41	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01

THERE IS NO MILEAGE OR SUBSISTENCE IN THE ABOVE ZONES.

(d) Apprentices working in the Edward Air Force Base or the Naval Weapons Center zones shall receive the following rate of pay:

PERIOD	% of JW	WAGE* 06/01/12	PENSION	H & W **	APPR	NEBF	AMF	NLMCC
1 st	45%	\$20.55	0	\$8.19	\$1.60	3%	1.50%	\$ 0.01
2 nd	50%	\$22.21	0	\$8.19	\$1.60	3%	1.50%	\$ 0.01
3 rd	55%	\$23.86	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
4 th	60%	\$25.52	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
5 th	65%	\$27.18	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
6 th	70%	\$28.84	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
7 th	75%	\$30.50	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
8 th	80%	\$32.15	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
9 th	85%	\$33.81	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01
10 th	90%	\$35.47	\$7.15	\$8.19	\$1.60	3%	1.50%	\$ 0.01

**\$0.10 of this contribution rate is to fund drug testing; the amount may increase, decrease or be eliminated as directed by the Association.

THERE IS NO MILEAGE OR SUBSISTENCE IN THE ABOVE ZONES.

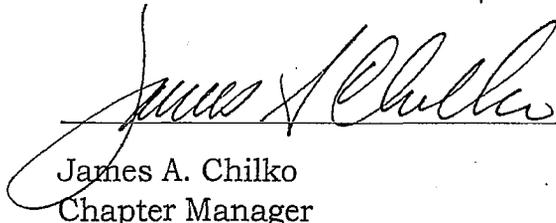
*11-30-2012 \$0.60 TO BE ALLOCATED

Signed for the Association:

**KERN COUNTY CHAPTER
NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION, INC.**



Reed Adamson
President



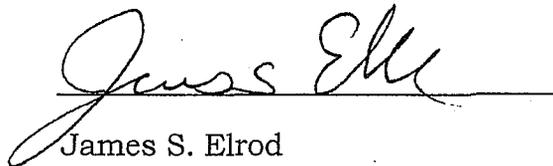
James A. Chilko
Chapter Manager

7-3-12

Date

Signed for the Union:

**LOCAL UNION #428
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**



James S. Elrod
President



Danny Kane
Business Manager

06-21-12

Date