

DEPARTMENT OF INDUSTRIAL RELATIONS

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICIAN:
INSIDE WIREMAN
CABLE SPLICER
TUNNEL INSIDE WIREMAN
INSIDE WIREMAN (When Welding)

IN

MODOC AND SISKIYOU COUNTIES

RECEIVED
7/16/13
OD-Research

AGREEMENT

Agreement by and between the Crater Lake Division, Oregon Pacific-Cascade Chapter, National Electrical Contractors Association and Local Union No. 659, International Brotherhood of Electrical Workers.

It shall apply to all firms who sign a Letter of Assent to be bound by the terms of this Agreement.

As used hereinafter in the Agreement, the term "Association" shall mean the Crater Lake Division, Oregon Pacific-Cascade Chapter, National Electrical Contractors Association, and the term "Union" shall mean Local Union No. 659, International Brotherhood of Electrical Workers.

The term "Employer" shall mean an individual firm who has been recognized by an Assent to this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the electrical industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union and the public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational, common sense methods. Now, hereinafter, by and in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE I

AMENDMENTS - DISPUTES - DATE - TERMINATION

I-1. This Agreement shall take effect January 1, 2012, and shall remain in effect until December 31, 2013 unless otherwise specifically provided for herein. It shall continue in effect from year to year thereafter, from January 1 through December 31 of each year, unless changed or terminated in the way later provided herein.

I-2. (a) Either party or an Employer withdrawing representation from the Chapter or not represented by the Chapter, desiring to change or terminate this Agreement must provide written notification at least 90 days prior to the expiration date of the Agreement or any anniversary date occurring thereafter.

(b) Whenever notice is given for changes, the nature of the changes desired must be specified in the notice, or no later than the first negotiating meeting unless mutually agreed otherwise.

III-19. The Union will dispatch workmen to recognized contractors signatory to current construction wiring Agreements with the IBEW and its Local Unions, including Local

Union No. 659, from the following cities: Alturas, Grants Pass, Klamath Falls, Medford, Roseburg, and Yreka and in accordance with the following provisions:

- (1) The use of an automobile shall not be a condition of employment at any shop or job.
- (2) Employees shall not use their personal vehicles on Employer business.
- (3) When workmen are ordered to report to the shop in the morning they shall report not earlier than 7:45 a.m., and when ordered to return to the shop, they shall report not later than the regular quitting time.
- (4) The Employer shall furnish transportation and pay travel time from shop to job, job to job, and job to shop.

III-20. When jobs are of a semi-permanent nature (defined as three (3) consecutive calendar days or more) workmen may be required to report directly to the job and put in eight (8) hours' work on the job, provided such job shall have a safe place and adequate provisions for keeping the workmen's tools and adequate lunch facilities.

The employers recognize that the employee's place of employment is the permanent place of business of the employer. The employers also recognize the expenses of have the employees report directly to the various job locations throughout Local 659's jurisdiction. The employers are accordingly agreeable to pay transportation allowances (as detailed below) as an adjustment for out-of-pocket expenses which is not to be construed by the employee as any form of compensation for employment.

It is agreed and understood that while traveling to and from work, the employees are not within the course and scope of their employment and the relationship of employer-employee does not commence until the hourly wage commences.

Employer shall pay traveling expense and mileage or furnish transportation from shop to job, job to job, and job to shop. When the employer requests the workman to use his (the workman's) private automobile to transport himself and his tools, his mileage from shop to job and return at the IRS allowable rate per mile shall be paid by the Employer.

There shall be a 40-mile free zone from the downtown Post Office in Grants Pass, Klamath Falls, Medford and Roseburg and a similar 5-mile free zone around the cities of Alturas and Yreka, California.

On jobs outside the boundaries of the free zone employees shall be on the job at the normal starting time and work until the scheduled quitting time. On these projects the following Travel Pay shall apply.

Road miles from Grants Pass, Klamath Falls, Roseburg and Medford

		Company Truck	
		Travel Pay	
		Per Trip One-Way	Per Trip Round-Trip
Free Zone	Road Miles 0-40	\$0.00	\$0.00
	> 40 - 55	\$10.00	\$20.00
	> 55 - 70	\$16.00	\$32.00
	> 70 - 85	\$22.00	\$44.00
	> 85 - 100	\$28.00	\$56.00
	> 100	\$38.00	\$76.00

Alturas and Yreka California each have a five (5) mile free zone.

Employees traveling beyond the free zone in their personal vehicle will be compensated an additional \$0.50 per mile each way (outside the free zone) for a maximum of seventy-six (\$76.00) dollars a day travel or subsistence.

These miles driven are based on Google Maps.

Employers having work outside Local 659's jurisdiction shall be guided by the above for travel compensation for all employees.

III-21. Employees receiving travel allowance who are terminated for cause, or who quit their job prior to working fifteen (15) days, will not receive return travel allowance.

III-22. While operating in the jurisdiction of Local Union No. 659, International Brotherhood of Electrical Workers, out-of-town jurisdiction contractors will regard the Post Office in Medford, Oregon, as their permanent shop.

III-23. An employer signatory to a collective bargaining agreement or to a letter of assent to an agreement with another IBEW Local Union, who signs an assent to this Agreement, may bring up to four bargaining unit employees employed in that Local Union's jurisdiction into this Local's jurisdiction and up to two bargaining unit employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local labor-management committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director, is subject to review, modification, or rescission by the Council on Industrial Relations.

III-24. On all jobs requiring the employees to remain away from home, Employers shall pay a minimum of Seventy-Six Dollars (\$76.00) per day subsistence.

Subsistence shall be paid for the first day worked and will continue through the last day worked. Travel allowance, as aforementioned, shall be paid by the Employer at the beginning and termination of subsistence work.

Under special and unusual circumstances in locations where prices are exceptionally high or adequate facilities are not available, an additional amount may be negotiated in a pre-job conference between the Employer and the Union.

ARTICLE VII

CODE OF EXCELLENCE

The parties to this Agreement recognize that to meet the needs of our customers, both employer and employee must meet the highest levels of performance, professionalism, and productivity. The Code of Excellence has proven to be a vital element in meeting the customers' expectations. Therefore each IBEW local union and NECA chapter shall implement a Code of Excellence Program. The program shall include minimum standards as designed by the IBEW and NECA.

SEPARABILITY CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws.

SUBJECT TO APPROVAL OF THE INTERNATIONAL PRESIDENT, I.B.E.W.

SIGNED this 13 day of Dec, 2011

SIGNED FOR THE EMPLOYER

CRATER LAKE DIVISION,
OREGON PACIFIC-CASCADE
CHAPTER, NATIONAL ELECTRICAL
CONTRACTORS ASSOCIATION

By *Mark Bauer*

Executive Manager

SIGNED FOR UNION

LOCAL UNION NO. 659,
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

By *Lon Jones*

Business Manager



LETTER OF UNDERSTANDING

The N.E.C.A. will indemnify, defend and hold the Union harmless for any and all claims, demands, causes, suits and other forms of liability that may arise by reason of action taken or not taken for the purposes of complying with any provision of the "Administrative Maintenance Fund".

Signed for N.E.C.A.:



Marc Bernsen
Executive Manager, NECA

Signed for Local Union 659:



Ronald W. Jones
Business Manager