

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



TRAVEL & SUBSISTENCE PROVISIONS

FOR

FIELD SURVEYOR:

CHIEF OF PARTY (018.167-010)

INSTRUMENTMAN (018.167-034)

CHAINMAN/RODMAN (869.567-010)

IN

IMPERIAL, INYO, KERN, KINGS, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

63-12-3

MASTER LABOR AGREEMENT

between

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12**

**and the
SOUTHERN CALIFORNIA ASSOCIATION OF CIVIL ENGINEERS
AND LAND SURVEYORS**

October 1, 2013 until September 30, 2016

RECEIVED
Department of Industrial Relations

DEC 13 2013

Office of the Director-Research

G. Whenever the Employer authorizes an employee to use his personal automobile to haul material, equipment, and/or men, the employee shall be reimbursed as follows; The applicable IRS standard mileage rate per mile with a minimum of Fifty Dollars (\$50.00), said mileage to be computed to and from the office of the Employer on a daily basis. It is understood and agreed that no employee shall be required to use his personal automobile to haul material, equipment and/or men. It shall be completely voluntary on the part of the employee. Any employee who is now furnishing his automobile under this clause and desires to discontinue the practice shall give the Employer reasonable advance notice of his desire, but not less than one (1) week. When an employee uses his personal vehicle in accordance with this paragraph, the Employer shall provide adequate liability insurance and shall show proof to the employees affected, upon demand.

J. On remote jobs where employees are required to remain away from their permanent place of residence overnight, they shall be provided either:

1. Suitable room and board without cost on a seven (7) day per week basis, or

2. One Hundred Twenty Dollars (\$120.00) per day for each night actually spent away from home. If this alternative is adopted, the Employer shall have the option of paying on a seven (7) day per week basis or providing free transportation and travel time to and from remote job area on non-working days.

3. In addition, employees shall be provided free transportation or common carrier fare, or the applicable IRS standard mileage rate per mile, if their own car is used, plus travel time at the regular hourly rate, not to exceed eight (8) hours in any twenty-four (24) hour period. Transportation and travel time to be paid at the beginning and end of the job. If the Employer elects to interrupt the continuity of work on a remote job, this shall be considered the end of the job, provided, however, no employee shall be entitled to return transportation or travel time if he voluntarily terminates his employment.

K. No employee shall suffer a reduction in hourly wages or rate per mile for the use of his automobile by virtue of the execution of this Agreement.

L. 1. Where employees are required to report to the Employer's office before going to work and after work, their time will start and end at the Employer's office.

2. The Employer will notify the employees of their reporting place for the next day at the end of their shift.

3. When employees report to the Employer's office for free transportation to the jobsite, they shall receive compensation for all travel time in excess of one (1) hour to the jobsite and in excess of one (1) hour return.

4. Where employees are required to report to the jobsite, their time will start and end at that jobsite, in addition the employee shall receive travel time from the Employer's office to the jobsite in excess of one (1) hour and return travel time in excess of one (1) hour per day. The parties agree that where the employees are required to report to the jobsite, travel from the Employer's office to the jobsite is solely for the convenience of the employee and is not work time, although the Employer shall compensate the employee for such time as set forth herein. The parties agree that this type of travel will not be required by the Employer and during this travel time the employees are not required or expected to perform any work.

5. The Employer's office as used herein, shall mean either the Employer's principal office or a bona fide field office. A bona fide field office is defined as:

A permanent non-portable structure located outside the limits of the job or project, having reasonable sanitary facilities, lights, ventilation and telephone.

In addition:

a. Have an employee of the firm present in the office during working hours.

b. Union to be notified seven (7) days prior to the establishment of said office, and the Union to be provided with the permanent street address of said office.

c. Employees shall be paid at the office of the Employer they were dispatched from on payday.

d. The office the employee will report to for job assignments will be the office that is indicated on the Introduction Slip issued by the Union, under Article III, Section B, Paragraph 4.

6. Travel time required to be paid herein may be included in the regular day's pay, but shall be designated as such on the paycheck stub, provided total time, including travel time, shall exceed eight (8) hours in any one (1) day for an eight (8) hour shift, or ten (10) hours in any one (1) day for a ten (10) hour shift. Contributions required by Articles XIII, XV and XVI of this Agreement are required on travel time within the normal eight (8) hour shift workday, and/or within the special ten (10) hour shift workday. Travel time prior to or after the normal eight (8) hour shift workday or the special ten (10) hour shift workday will not require these contributions. Irrespective of any other provision in said Agreement, all travel time shall be paid at two-thirds (2/3) of the wage scale set forth in Article XIV. All travel time shall be paid at time and one-half (1½) the travel time rate. Travel time shall be computed from the Employer's office to the jobsite, unless;

a. the jobsite is in a different county than the Employer's main office or bona fide field office, and

b. local men from that county are employed; in which event said local men shall receive travel time computed from either the Employer's office or the nearest branch office of the Union, whichever is closer to the jobsite.