



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

BRICK TENDER

IN

**DEL NORTE, HUMBOLDT, LAKE, MENDOCINO,
NAPA, SOLANO, AND SONOMA COUNTIES**

**NORTHERN CALIFORNIA
MASON TENDERS AGREEMENT**

2015-2020

THIS AGREEMENT, effective the FIRST DAY of JULY, 2015, by and between the NORTHERN CALIFORNIA MASON CONTRACTORS MULTI-EMPLOYER BARGAINING ASSOCIATION (NCMCMB) and the NORTHERN CALIFORNIA DISTRICT COUNCIL of LABORERS, affiliated with the Laborers' International Union of North America, covers the following eight (8) Laborers' Local Unions:

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| LOCAL UNION # 73 | - STOCKTON and Counties of San Joaquin and Calaveras. |
| LOCAL UNION #166 | - OAKLAND and Counties of Alameda, Contra Costa, San Francisco and San Mateo. |
| LOCAL UNION # 185 | - SACRAMENTO and Counties of Alpine, Sierra, Nevada, Placer, El Dorado, Amador, Sacramento, Sutter, Colusa, Glenn, Butte, Plumas, Yuba, Siskiyou, Trinity, Modoc, Shasta, Lassen, Yolo and Tehama. |
| LOCAL UNION # 261 | - SAN RAFAEL and Counties of Marin, Napa and Lake. |
| LOCAL UNION # 270 | - SALINAS and Counties of Monterey and San Benito. |
| LOCAL UNION # 294 | - FRESNO and Counties of Fresno, Kings, Madera and Tulare. |
| LOCAL UNION # 324 | - VALLEJO and County of Solano; SANTA ROSA and Counties of Sonoma, Mendocino, Del Norte, and Humboldt. |
| LOCAL UNION #1130 | - MODESTO and Counties of Stanislaus, Tuolumne, Merced and Mariposa. |

Definitions:

"Employer" or "Employers" means all employers who are bound by this Agreement.

"Independent Employer" means an employer who is bound by this Agreement by signing the signature page of this Agreement.

"Individual Employer" means an employer who is bound by this Agreement through a Delegation of His Bargaining Right to the NCMCMB.

"Member of the NCMCMB" means an employer who is bound by this Agreement through a Delegation of His Bargaining Right to the NCMCMB and holds membership in the NCMCMB.

"NCDCL" means Northern California District Council of Laborers.

"Union" means the NORTHERN CALIFORNIA DISTRICT COUNCIL of LABORERS on its own behalf, and on behalf of eight (8) Local Unions who are also parties to this Agreement.

"Employee" or "Workman" means employees or workmen of employers bound to this Agreement who are performing work covered by this Agreement.

* This Master Agreement incorporates all the terms and conditions set forth in the Masonry Agreement between Hod Carriers Local Union No. 166 and the Northern California Mason Contractors Multi-Employer Bargaining Association for its full term; thereafter, that bargaining unit shall be subsumed under this Master Agreement. Prior to the expiration of the Local 166 Agreement on June 30, 2019, the NCMCMB, the NCDCL, and Local 166 will enter into negotiations regarding how to transition the Local 166 bargaining unit into the Master Agreement, effective as of July 1, 2019.

NCDC-NCMCMB 2015-2020 Mason Tenders Agreement
FINAL 07/15/15
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Department of Industrial Relations

JUL 31 2015

Office of the Director-Research

- d. In the event free parking facilities are not available within five (5) blocks of a job site, the Employer will provide such parking facilities and the Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Employers shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

Article XI - Travel Expenses And Subsistence

Section 1. Within the jurisdiction of the Local Unions covered by this Agreement, workmen shall receive subsistence and/or travel expense as follows:

- a. On all jobs of over 80 miles the employee shall receive a subsistence allowance of up to seventy-five dollars (\$75.00) per day for each day worked. When an employee is entitled to subsistence and cannot work because of inclement weather, job shut down or act of God, the employee shall be entitled to subsistence. When subsistence applies, employees traveling from their residence or the employer's principal place of business, whichever is closer to the job site, located outside the 80 miles distance, and are not entitled to subsistence payment for reason of failure to produce expense receipts, that employee shall be paid mileage not to exceed \$75.00 per day, calculated at the rate of thirty-eight cents (\$0.38) per mile one way, and bridge tolls, for each day said employee is required to report to the job site and does not receive subsistence reimbursement. The employer, at his option, may provide covered transportation in lieu of payment of transportation or bridge tolls as heretofore set forth.
- b. Workmen shall be reimbursed for the cost of travel and not to exceed the following amounts:

| | | | |
|----------------|-----------------|----------------|---------------------|
| 0 to 40 miles | Free Zone | 61 to 70 miles | \$24.00 per day |
| 41 to 50 miles | \$16.00 per day | 71 to 80 miles | \$28.00 per day |
| 51 to 60 miles | \$20.00 per day | Over 80 miles | \$75.00 Subsistence |