

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PLASTERER

IN

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

203-X-2

LABOR AGREEMENT

COVERING THE JURISDICTION OF OP&CMIA LOCAL UNION IN THE COUNTIES
OF LOS ANGELES, INYO, MONO, ORANGE, RIVERSIDE, SAN BERNARDINO, IM-
PERIAL, VENTURA, SANTA BARBARA, SAN LUIS OBISPO, KERN AND SAN DIEGO,
AND IN ADDITION, RICHARDSON ROCK, SANTA CRUZ ISLAND, ANACAPA
ISLAND, INCLUDING THE CHANNEL ISLANDS MONUMENT.

Between

WESTERN WALLS & CEILING CONTRACTORS ASSOCIATION, INC
CALIFORNIA PLASTERING CONFERENCE

And

OPERATIVE PLASTERERS' AND CEMENT MASONS'
INTERNATIONAL ASSOCIATION, AFL-CIO
LOCAL UNION 200

August 6, 2014 through July 31, 2018



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SECTION 8. Subsistence and Alternative Work

A. It is mutually agreed between the parties hereto, that payment of piece rates or lumping of work by any manner whatsoever, direct or by subterfuge shall be prohibited.

B. When members of Plasterers' Local 200 are required because of job location to live away from their place of residence, they shall receive not less than the regular rate of pay, plus sixty (\$60.00) per day, to cover expenses from date of leaving until the day of return, inclusive to their home area. When subsistence is paid, an employee shall also be reimbursed once in any weekly pay period at the straight time hourly rate for the time required to make one round trip to his place of residence and back to the job location. Upon completion of their job and/or layoff, a member is being paid for time spent in transit returning to their home area, they shall not be eligible to also collect subsistence for the day of return. If a Journeyman quits a job paying subsistence without just cause during a pay period, he shall not be entitled to any travel expenses for return to his home area.

If a Journeyman in subsistence areas does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday he shall not be entitled to the subsistence allowance for Saturday and Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by competent authority as sick or unfit to work.

EXCEPTION:

On Federal, State, or industrial projects where room and board is provided by either the awarding authority or Employer, the employee may have the option of accepting the room and board facilities, or the subsistence allowance, but not both. It is agreed that a small committee of joint Labor and Management will review "out-of-town expenses" each year.

C. Transportation from and returning to the mainland, room and board will be provide for employees required to work on the offshore islands.

D. The Contractor may offer modified or alternative work to employees that have been injured on the job and can no longer perform their usual and customary work. Such work opportunities will comply with the terms of the California Labor Code and as allowed by Workman's Compensation.

SECTION 8. Use of Employees Equipment and Vehicle

A. The furnishing and transportation of equipment for machine mixing and application of Materials shall be the sole responsibility of the Employer, and no Employer will rent from any Employee any plaster machine, mixer, troweling machine or other heavy equipment commonly used and furnished by Employer without the prior approval of the Joint Conference Board which will approve such requests were not designed to circumvent the performance of this Agreement.

B. Twenty dollars (\$20.00) per day as a truck expense reimbursement shall be paid to Plasterers whose personal truck is requested by the Employer to be used subject to the following:

- (a) When 200 lbs. Or more is hauled.
- (b) The Employee must have a written request slip, form, or note from the contractor or his Foreman requesting use of the man's truck.
- (c) All claims for truck expense reimbursement must be made within two (2) weeks of use of said truck.

SECTION 12. Parking

Parking expenses shall be reimbursed when free parking does not exist within three (3) blocks of the job site, providing the employee presents a parking receipt to the Contractor. The Contractor may designate the parking area.

SECTION 15: Travel

Employees shall travel to and from their initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. When a contractor is forced, by condition of contract with an owner or general contractor, to have its employees report to a location for mandatory transportation into and out of a project, the Union agrees to negotiate with the Contractor specifically over appropriate travel time pay for the specific project and only after the Union receives such a request before the start of the Contractors portion of work on the project. It is agreed by the parties that these negotiations will be done on a project-by-project basis and the results will not be used as a basis for a Favored Nations grievance by the Association or Contractors signatory hereto. However, employees who voluntarily travel to a point for free transportation to the job site will not be compensated for the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from job-site to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by Contractor, such transportation shall be furnished daily. Where air transportation is available to any of the off-shore islands, air transportation shall be furnished by the Contractor, and, in addition, if any work of construction at any of the islands or any combination of them shall exceed (5) working days, Monday through Friday, then employees shall also be furnished transportation at the conclusion of their shift of the fifth day of employment back to the point of embarkation for the weekend with transportation being furnished them prior to the commencement of the Monday morning shift from the point of embarkation back to the islands. It is understood that the basic mode of transportation shall be by air and only total unavailability of air transportation will permit any other mode of transportation. Any transportation required to or from the point of embarkation and any transportation in between shall be at the expense of the Contractor.