

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 AND SUBSISTENCE PROVISION

FOR

MARBLE MASON and MARBLE FINISHER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN
FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA
CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE^(a),
TUOLUMNE, YOLO, AND YUBA COUNTIES.

Footnote (a): For Tulare County, the following provision shall only apply to the Marble Finisher.

18-3-5

RECEIVED

By Office of the Director - Research Unit at 1:54 pm, Jul 30, 2015

AGREEMENT

AUGUST 1, 2014 TO JULY 31, 2019

**MARBLE MASONS
And
MARBLE FINISHERS**

**By and between
MARBLE DEALERS OF
NORTHERN CALIFORNIA**

And

**INDEPENDENT MARBLE
CONTRACTORS**

And

**BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL
UNION 3 CA.
IUBAC, AFL-CIO**

Section 2. Any Employee reporting for work at the job shall receive not less than two (2) hours pay. Show-up shall be waived in the event no work is provided due to causes beyond the Employer's control such as, labor disputes or power failures. **Travel paid only if worker has tools out and begins working. Bridge toll fees and BART fare paid regardless of whether tools come out and work begins.**

Section 3. All employees shall be paid travel pay measured from the work site to the employee's residence or the Employer's shop, whichever is closer in accordance with the following schedule:

| | |
|----------------|---|
| Up to 30 miles | Free Zone |
| 31-45 miles | \$25 per day |
| 46-60 miles | \$30 per day |
| Over 60 miles | Subsistence and Travel as explained below |

All employees required to travel more than 60 miles from their residence or the Employer's shop, whichever is closer, will be paid subsistence and travel as follows:

(i) Subsistence shall be paid at the maximum rate of ~~\$95.00~~ **\$100.00** per day for each day worked. For Saturdays, Sundays and Holidays which are not worked, if the job extends over a weekend or holiday period (eg. is continued from Friday to the following Monday), the employee shall be paid for each weekend, at the employees option either (a) the daily subsistence allowance for the Saturday, Sunday and Holiday or (b) transportation expense for one round trip home calculated at \$0.45 per mile for each direction traveled, plus all bridge tolls, measured from the job site to the employee's residence or the Employer's shop, whichever is closer.

Subsistence shall be paid for the entire duration of the job or until the employee is laid off or discharged. An employee who receives subsistence but is employed for five working days or less, shall receive, in addition to subsistence pay, transportation expense for one round trip home calculated at \$0.45 per mile for each direction traveled, plus all bridge tolls, measured from the job site to the employee's residence or the employer's shop, whichever is closer.

(ii) Should an employee not be entitled to subsistence pay, for each day he is required to report to the job site, that employee shall be paid mileage calculated by multiplying \$0.45 by the total number of miles in a round trip from the job site to either the employee's residence or the Employer's shop, whichever is closer to the job site, plus all bridge tolls.

Travel pay shall be paid where applicable for each day worked or part of a day worked and shall not be prorated. After deductions have been made from the regular payroll check, travel expense and subsistence payments may be added to the payroll check. All employees will be furnished with a statement of all deductions, subsistence, etc., at the termination of each pay period. Also hours worked, day of the month, the month and the year, along with the name of the Employer shall be recorded on all payroll check stubs.

When an employee is entitled to subsistence pay and cannot work because of inclement weather, job shut down or acts of God, the employee shall be paid subsistence pay.

For purposes of determining travel and subsistence pay, the term "Employer's shop" shall mean:

(i) For an Employer with only one shop or office and whose principle place of business is in the State of California, that office recognized as the Employer's principle place of business by the California State Contractors Licensing Division.

(ii) For an Employer with more than one shop or office, whether or not any shop or office is located outside of the state of California, any office which is used by the Employer for the bidding and administrating of jobs, other than the job for which the travel and subsistence pay is being determined, in which at least one person is employed at least 30 hours per week to engage in that activity, which is owned by the Employer or leased for a term of not less than one year, and which contains the supplies, office equipment and other indicia normally associated in the masonry industry with such a facility. The Employer's shop shall mean a bonafide place of business which is permanent. For example, temporary offices or other places of business established at or near the job site after the bid opening date shall not be recognized as the Employer's shop for purpose of this Article.

The Employer, at his option, may provide covered transportation in lieu of payment of travel pay and bridge tolls as heretofore set forth.

Employees must be paid their regular rate for going from one job to another during working hours and must not use their lunch period for such travel.

Section 4. When driving an Employers truck and on a job-related trip, employee shall be paid at straight time when traveling before and after regular working hours. Any employee asked to report to Employer's shop or office for the purpose of either loading or unloading of job site materials, gangboxes and/or stone before or after regular working hours shall be paid also at straight time.

Section 7.

a) **Bridge tolls will be payable to the employee upon presentation of receipts.**

b) BART and public transportation reimbursements to be paid by Employer upon presentation of receipts.

c) All parking will be paid where free off street parking is not available and/or where parking meters are in effect. The employee shall be paid his actual parking expenses upon providing a valid parking receipt on a weekly basis.

d) No employee shall be required to furnish a truck or other vehicle to the employer whether compensated or not.

Section 8. It shall not be a violation of this Agreement to pay any employee overscale, but such overpayment must be identified as such in the Employer's records. Employers may discontinue over scale wage payments at any time at their sole discretion.