

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ELECTRICIAN:
INSIDE WIREMAN, TECHNICIAN
CABLE SPLICER
HELIARC WELDING

IN

KERN COUNTY

**2017-2020
IBEW - NECA
INSIDE AGREEMENT**

RECEIVED
Department of Industrial Relations
JAN 17 2018
Office of the Director-Research

**LOCAL UNION NO. 428
of the
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

and the

**KERN COUNTY CHAPTER
of the
NATIONAL ELECTRICAL CONTRACTORS
ASSOCIATION**

**Covering Inside Electrical Construction
& Maintenance Work
in
Kern County, California**

**I.B.E.W.
3921 N SILLECT AVE
BAKERSFIELD, CA 93308
PHONE: (661) 323-2979**

**N.E.C.A.
4015 Coffee Road, Suite 210
BAKERSFIELD, CA 93308
PHONE: (661) 325-5937**

Sec. 3.29 FREE ZONE - TRAVEL EXPENSE PAYMENTS:

(a) There shall be a Free Zone, within a twenty (20) mile radius from the Union Office at 3921 N Sillect Ave Bakersfield, California, 93308 (the Base Point), for all Employers who have permanently established, recognized shops located within that radius.

(b) Employers located outside of the twenty (20) mile Free Zone and inside Kern County shall have the option of designating either their permanent shop or the Union Office at 3921 N Sillect Ave Bakersfield, California, 93308 as their Base Point. Such designation shall be declared in writing to both parties to this Agreement within ten (10) days of the anniversary date of this Agreement each year and be irrevocable for a period of one (1) year. Failure of an Employer to submit the annual written declaration will automatically extend their previous designation for one (1) year.

(c) Employers not maintaining a recognized permanent place of business in Kern County, in accordance with Article II, Section 2.08 of this Agreement, shall use the Union Office at 3921 N Sillect Ave Bakersfield, California, 93308, as their Base Point.

(d) When employees are directed to report to a recognized permanent place of business as provided for in Article II, Section 2.08. of this Agreement, they shall report to the shop and no travel, mileage or subsistence payments are required.

(e) An Employee shall not use his personal vehicle to travel from job to job within work hours. Such travel shall only be in an Employer provided vehicle and shall be paid as time worked.

(f) An Employer shall furnish transportation from shop to job, job to job, and job to shop when employees are directed to report to the shop.

(g) Employees dispatched to a job and/or reporting place can be transferred only from that job and/or reporting place, to the Employer's permanent shop.

JOB SITES WITHIN THE FREE ZONE

(h) An Employer shall not be required to compensate an Employee, for commuting to and from a job site outside of work hours, whether such commutation is by personal vehicle or in an Employer provided vehicle, whether driving or riding in the provided vehicle, for job sites located within the Free Zone.

(i) When an employee agrees to drive a truck to the job within the Free Zone under conditions set forth in Section 3.10 of this Article, the employee shall be required to drive the truck to and from the job by

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starting time and continue working on the job until quitting time without any travel expense payment

(j) When employees are required to report directly to a job within the Free Zone as provided above, they shall report to the job at the regular starting time and no travel expense payments are required.

JOB SITES OUTSIDE THE FREE ZONE

(k) For job sites located outside of the Free Zone, the Employer shall pay a travel expense payment per Sec. 3.29 (l), for commuting to and from a job site outside of work hours, whether such commutation is by personal vehicle or in an Employer provided vehicle, whether driving or riding in the provided vehicle.

(l) Except as provided above, when an employee is directed to report to a job located within Zones 1 through 4 (which are measured by radius miles from the Union Office at 3921 N Sillect Ave Bakersfield CA 93308) and not to the Employer's shop, a travel expense payment is required as follows:

Zone 1	20 - 30 mile radius pay	\$15.00 per day
Zone 2	30 + - 40 mile radius pay	\$20.00 per day
Zone 3	40 + - 50 mile radius pay	\$25.00 per day
Zone 4	Over 50 mile radius pay	\$50.00 per day

Sec. 3.30 SUBSISTENCE:

(a) On jobs outside the perimeter of Zone 3 and not located in the E.A.F.B. or the N.W.C. zones, the Employer shall pay subsistence for the day worked, at the subsistence rate of the Agreement, in lieu of daily travel time and transportation or mileage. For this purpose "day worked" shall mean: at least one-half (1/2) of the scheduled number of hours on any given day, or for days when a reporting payment is required.

(b) All new employees on subsistence jobs, and jobs in the E.A.F.B. zone, and in the N.W.C. zone, shall receive at least a full day's pay unless they leave the job before the regular quitting time or are discharged for a just cause.

(c) When an Employer directs an employee to work in another jurisdiction, he shall pay living expenses, with a minimum of the subsistence rate of this Agreement, and shall, also, not reduce the normal weekly wages of the employee.

Sec. 3.31 TRAVEL TIME:

(a) Except as provided in Section 3.29. (b) and (f) and Section 3.30.(a) the Employer shall pay traveling time and furnish transportation from shop to job, job to job, job to shop.

(b) Travel time shall be paid at the straight time rate of pay with the exception of the driving of vehicles rated two (2) tons or more, which shall be paid as time worked.

Sec. 3.32 On zone, subsistence, or jobs in the E.A.F.B. or the N.W.C. zones, employees shall report to the job site if suitable surfaced roads and parking facilities are available; otherwise, to a designated reporting place where suitable surfaced roads and parking space are available.

Sec. 3.33. E.A.F.B. zone, and the N.W.C. zone shall be considered non-subsistence areas.

Sec. 3.34 The E.A.F.B. zone shall include the entire Edwards Air Force Base in Kern County, and the N.W.C. zone shall include the entire Naval Weapons Center at China Lake in Kern County.

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Sec. 3.35 WAGES RATES: (a) The minimum rate of hourly wages except for Edwards Air Force Base and the Naval Weapons Center zones shall be:

EFFECTIVE:	WAGE* 12/01/17	PENSION	H&W**	APPR	NEBF	AMF	NLMCC
Journeyman Wireman	\$40.70	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Foreman Wireman (10%)	\$44.77	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Journeyman Inst Tech (10%)	\$44.77	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Journeyman Cable Splicing	\$44.77	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Journeyman Heliarc Welding	\$44.77	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
General Foreman (20%)	\$48.84	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Cable Splicing Foreman	\$48.84	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01

SUBSISTENCE WORK DAY – Zone 1 - \$15.00, Zone 2 - \$20.00, Zone 3 - \$25.00 and Zone 4 - \$50.00

(b) Rate of pay for Apprentices shall be the following percent (%) of the Journeyman scale:

PERIOD	% of JW	WAGE 12/01/17	PENSION	H&W**	APPR	NEBF	AMF	NLMCC
1 st	45%	\$18.32	0	\$9.54	\$1.20	3%	1.50%	\$ 0.01
2 nd	50%	\$20.35	0	\$9.54	\$1.20	3%	1.50%	\$ 0.01
3 rd	55%	\$22.39	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
4 th	60%	\$24.42	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
5 th	65%	\$26.46	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
6 th	70%	\$28.49	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
7 th	75%	\$30.53	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
8 th	80%	\$32.56	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
9 th	85%	\$34.60	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
10 th	90%	\$36.63	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01

SUBSISTENCE WORK DAY – Zone 1 - \$15.00, Zone 2 - \$20.00, Zone 3 - \$25.00 and Zone 4 - \$50.00

*12-01-2018--\$1.60 to be allocated, 12-01-2019--\$1.60 to be allocated.

**As of 12-01-2017 \$0.10 of this contribution rate is to fund drug testing; the amount may increase, decrease or be eliminated as directed by the Association.

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WAGES RATES: (c) The minimum rate of hourly wages for the Edwards Air Force Base and the Naval Weapons Center zones shall be:

EFFECTIVE:	WAGE* 12/01/17	PENSION	H&W**	APPR	NEBF	AMF	NLMCC
Journeyman Wireman	\$46.95	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Foreman Wireman (10%)	\$51.02	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Journeyman Inst Tech (10%)	\$51.02	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Journeyman Cable Splicing	\$51.02	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Journeyman Heliarc Welding	\$51.02	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
General Foreman (20%)	\$55.09	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
Cable Splicing Foreman	\$55.09	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01

THERE IS NO MILEAGE OR SUBSISTENCE IN THE ABOVE ZONES.

(d) Apprentices working in the Edward Air Force Base or the Naval Weapons Center zones shall receive the following rate of pay:

PERIOD	% of JW	WAGE 12/01/17	PENSION	H&W**	APPR	NEBF	AMF	NLMCC
1 st	45%	\$24.57	0	\$9.54	\$1.20	3%	1.50%	\$ 0.01
2 nd	50%	\$26.60	0	\$9.54	\$1.20	3%	1.50%	\$ 0.01
3 rd	55%	\$28.64	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
4 th	60%	\$30.67	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
5 th	65%	\$32.71	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
6 th	70%	\$34.74	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
7 th	75%	\$36.78	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
8 th	80%	\$38.81	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
9 th	85%	\$40.85	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01
10 th	90%	\$42.88	\$8.65	\$9.54	\$1.20	3%	1.50%	\$ 0.01

THERE IS NO MILEAGE OR SUBSISTENCE IN THE ABOVE ZONES.

*12-01-2018--\$1.60 to be allocated, 12-01-2019--\$1.60 to be allocated.

**\$0.25 of this contribution rate is to fund drug testing; the amount may increase, decrease or be eliminated as directed

ARTICLE XII

CODE OF EXCELLENCE

Section 12.01. 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 AND SAVINGS CLAUSE

SEPARABILITY: 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.

SAVINGS: Should any proposal submitted by the Union, and granted, not be put into effect because of prohibiting legislation, Executive Orders or Regulations relating to Wage and Price Controls, then such proposals, or any part thereof, shall become effective at such time as may subsequently become legal.

Signed for the Association:

Kern County Chapter,
National Electrical Contractors Association, Inc.



Dylan Woodard, Executive Director

12-01-2017

Date

Signed for the Union:

Local 428,
International Brotherhood of Electrical Workers



Jim Elrod, Business Manager

12-01-2017

Date