



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**PLUMBER:**

AIR CONDITIONING & REFRIGERATION/HVAC-SERVICE WORK

IN

LAKE, MARIN, MENDOCINO, SAN FRANCISCO, AND SONOMA  
COUNTIES

&

**PLUMBER:**

PLUMBER, STEAMFITTER  
PLUMBING SERVICE AND REPAIR,  
LIGHT COMMERCIAL REFRIGERATION FITTER (HVAC)

IN

LAKE, MARIN, MENDOCINO, AND SONOMA COUNTIES

&

**PLUMBER:**

PLUMBER, STEAMFITTER, REFRIGERATION FITTER (HVAC)  
PLUMBING SERVICE AND REPAIR

IN

SAN FRANCISCO COUNTY

**U. A. LOCAL UNION 38'S  
COLLECTIVE BARGAINING  
AGREEMENT**

WITH

**NORTHERN CALIFORNIA  
MECHANICAL CONTRACTORS  
ASSOCIATION**

\* \* \* \* \*

**INDEPENDENT  
CONTRACTORS**

\* \* \* \* \*

**JULY 1, 2017 – JUNE 30, 2023**

RECEIVED  
Department of Industrial Relations

**AUG 03 2017**

Office of the Director-Research

#### **Section 44. TRAVEL TIME.**

(a) POINT OF DISPATCH. For the purpose of this Section "point of dispatch" shall mean the location from which an employee is dispatched to a job, that is one (1) of the two (2) Union dispatch offices at San Francisco and Santa Rosa or the individual Employer's shop. A "shop" shall mean a permanent place of business or permanent fabricating shop or permanent branch shop, and not a job site or temporary fabricating shop, located within the territory covered by this Agreement. A "permanent branch shop" shall mean a branch shop which has been in operation continuously for at least one (1) year. Zone miles shall be based on the shortest road route.

(b) OVER 50 MILES. On jobs over fifty (50) miles from the point of dispatch, either the San Francisco or Santa Rosa Offices or the individual employers shop, the employees shall receive subsistence as follows:

(1) SUBSISTENCE: Effective July 1, 2017, subsistence shall be \$133.00 per day worked or actual cost of room and board satisfactory to the employee/employer for all days employees are required to stay overnight.

On each anniversary date (July 1st of each year of this Agreement), there shall be added an additional 10.00 per day to subsistence.

(2) TRAVEL TIME: Travel time is an amount equal to the straight time wage rate and fringes, not to exceed eight (8) hours in any work day.

(3) TRAVEL EXPENSES: Whenever at the start and finish of a job the Employer does not furnish transportation, travel expenses at the rate of the published IRS rate per mile. This rate shall be paid from the point of dispatch to the job and return, plus bridge tolls.

(c) LEGITIMATE EXPENSES. All expenditures for telephone calls, tools, purchase of material, travel cards, etc., authorized by the Employer and incurred as a legitimate job expense shall be reimbursed, including job related personal cell phone use. Personal use of cell phone and other communication devices is not allowed during the work shift except during breaks and lunch if authorized by the employer or in cases of emergency.

(d) WATER TRANSPORTATION. Whenever it is necessary for employees to cross water in order to reach the job and there is no standard means of transportation available, the Employer shall furnish transportation by boat. Employees shall not be required to report to the boat dock earlier than 8:00 A.M., and shall receive portal pay from

8:00 A.M. until such time as they return.

(e) **PENALTY FOR QUITTING EARLY.** If an employee leaves work before it is completed and without the consent of the Employer, he/she shall not be entitled to return travel time and transportation.

(f) **TRAVEL TIME BASED ON ORIGINAL DISPATCH POINT.** Travel time shall be computed on the basis of the employee's original point of dispatch. If any Employer lays an employee off and then rehires him/her through a different dispatch point, travel time must, nevertheless, be paid on the basis of his original dispatch point.

(g) **APPLICABILITY OUT SIDE OF JURISDICTION:** The requirements of this Section apply whether or not the job is located within the territorial jurisdiction of U. A. Local 38.

#### **Section 45.            PARKING ALLOWANCES.**

Any employee who is required to report to work at a location where no free parking is available within six (6) blocks or one-quarter (1/4) of a mile from the job site shall be reimbursed for parking expenses in the nearest garage where space is available. The Employer shall have the right to designate parking areas to be used. It shall be the responsibility of the foreman and/or shop steward to collect parking expense vouchers from each employee weekly and to see that such is reimbursed by the Employer. No employee shall be entitled to parking expenses if he/she is requested to report to a location where free parking is available or the Employer provides transportation to the job at no cost to the employee on the employees' time at the beginning of their shift and employers' time at the end of their shift. The amount to be paid for parking shall be the actual cost incurred as verified by receipt.

Due to the heavy increase in traffic from commuting to job sites some employees may elect to take public transportation.

In lieu of the parking allowance, those employees should be reimbursed for the public transit fares. After presenting their public transit receipts to their foreman or shop steward the employer shall reimburse them in the same manner as the parking allowance. It shall not be mandatory by any employer for their employees to take public transit.

Should the cost of public transportation far outweigh the cost for daily parking on a particular project site, it is not mandatory for the employer to fully reimburse the employee for their transportation cost. Instead the amount paid will be comparable to the payments made available for all employees for parking on that particular project site.

The foreman and/or shop steward will be responsible for collecting parking allowances and assuring that such allowances are paid to employees entitled to such allowances. No Employer shall use a form to be executed by the employee for parking reimbursement that has not been approved by the Union.

**COLLECTIVE BARGAINING REPORTING FORM** New Construction and AlterationLOCAL UNION  
NUMBER 038

EFFECTIVE DATES OF AGREEMENT	FROM	Month	Day	Year	TO	Month	Day	Year
		07	01	2017		06	30	2023

DATE AGREEMENT WAS SIGNED	Month	Day	Year
	07	01	2017

**TRAVEL**CENTS PER HOUR FOR MILEAGE \$0.535/mile or current IRS rateZONE SYSTEM USED FOR MILEAGE PAYMENT First 50 miles = free zone

(please indicate number of zones and breakdown)

SPECIFIC RATES FOR SPECIFIC ZONES

SUBSISTENCE (list amount) \$133.00/day

MAY THE EMPLOYER PROVIDE TRANSPORTATION IN LIEU OF TRAVEL EXPENSE	Yes <u>X</u>	No
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