

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 PROVISIONS

FOR

PLUMBER:

LANDSCAPE/IRRIGATION PIPEFITTER

UNDERGROUND UTILITY PIPEFITTER

IN

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

RECEIVED
Department of Industrial Relations

AUG 03 2017

Office of the Director-Research

**U. A. LOCAL 38
UTILITY PIPING,
LANDSCAPE/IRRIGATION,
SWIMMING POOL AND
FOUNTAIN PIPING,
CORE DRILLING/FIREPROOFING,
PENETRATIONS/HOLE PACKING,
PLUMBING FIXTURE BACKING
AND RELATED ACCESSORIES,
BEER AND SODA BEVERAGE LINES,**

AGREEMENT

THIS AGREEMENT, EFFECTIVE AS OF JULY 1, 2017, ENTERED INTO BETWEEN THE EMPLOYER/CONTRACTOR; AND LOCAL UNION 38 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, HEREINAFTER REFERRED TO AS UNION.

WHEREAS, the Contractor is engaged in utility piping, landscape/irrigation, swimming pool and fountain work and additional work as shown in the following exhibits in the jurisdictional territory of Local Union 38 and in the performance of such work requires the services of competent and qualified journeymen, apprentices, including welders; and

WHEREAS, the parties signatory hereto desire to establish wages, hours and working conditions for the performance of such work and, further, to encourage closer cooperation and better understanding between the Contractors and their employees.

NOW, THEREFORE, it is agreed between the Contractor and the Union as follows:

Article XV

TRAVEL TIME & SUBSISTENCE

(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 of \$108.00 per day worked or actual cost of room and board. On each anniversary date, (July 1st of each year of this agreement) there shall be added an additional \$5.00 per day to subsistence.

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

(2) TRAVEL EXPENSES. Whenever at the start and finish of the job the Employer does not furnish transportation, travel expenses will be 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) PARKING ALLOWANCES. Any employee who is required to report to work at a location where no free parking is available within three (3) blocks or one-eighth (1/8) 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.

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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) **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.