

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit

455 Golden Gate Avenue, 9<sup>th</sup> Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**ELECTRICIAN:  
INSIDE WIREMAN, TECHNICIAN  
CABLE SPLICER**

IN

SANTA CLARA COUNTY

61-332-1

1

**INSIDE AGREEMENT  
LOCAL 332**

**RECEIVED**  
7/18/12  
OD-NECA/IBEW

1  
2  
3  
4  
5  
6  
7

Agreement by and between the National Electrical Contractors Association  
(NECA) - Santa Clara Valley Chapter and Local Union No. 332, IBEW.

**TRAVEL CLAUSE**

5  
6 **Section 3.14** (a) On all jobs requiring the employees to remain  
7 away from home overnight, the Employer will also furnish board and  
8 lodging and other necessary expense or a minimum of \$45.00 per day, per  
9 worker, on a seven (7) day per week basis being considered a minimum  
10 amount except where adequate subsistence or lodging is furnished on the  
11 job. The Employer may elect to pay full expenses over weekends or pay  
12 travel time at the straight time rate and furnish transportation to and from the  
13 Employer's home base.

14  
15 (b) When workers report to the Employer's shop, as  
16 defined herein within the jurisdiction of the Union without travel expense,  
17 the Employer shall furnish transportation and pay for time from shop to job,  
18 job to shop, job to job.

19  
20 A job site is considered to be the physical location where employees report  
21 for their work assignments. The Employer's shop (service center) is  
22 considered to be a separate, single job site. All other physical locations where  
23 workers report for work are each considered to be a single, separate job site.

24 (c) For traveling from job to job during the regular  
25 working hours where the worker provides his or her own transportation, the  
26 worker shall be paid their regular rate plus one dollar (\$1.00) per road-mile  
27 traveled.

28 (d) Traveling time shall be paid at one and one-half  
29 times the regular straight-time rate of pay to any worker who is driving the  
30 Employer's vehicle, for the Employer's convenience to and from any job  
31 within the jurisdiction of the Union when workers are ordered to travel on  
32 other than their regular work hours.

33  
34 (e) A joint venture by two (2) or more firms signatory  
35 to this Agreement shall be considered a new Employer.

36  
37 (f) "Shop" as used in this Agreement shall mean an  
38 established place of business as defined in ARTICLE II, Section 4 hereof.  
39 When an Employer, signatory to this Agreement, establishes another place  
40 of business as herein defined, within the jurisdiction of the Union,

1 recognition of such a "shop" shall be determined by Local  
2 Union 332, IBEW.

3

4 When such a second shop is recognized by the Union, any job, which the  
5 Employer has in progress, shall continue to operate with no change in place  
6 of reporting, travel allowance or per diem until its completion.

7

8 Any dispute over refusal by the Union to recognize an Employer's  
9 established place of business as a "shop" shall be subject to the grievance  
10 procedure set forth in this Agreement.

11

12 (g) Additional workers shall be employed in the same  
13 manner as local Employers and all such workers shall receive the wages and  
14 conditions as outlined in this Agreement.

15

16 (h) The last worker or workers, employed by an  
17 outside firm, shall receive at the time of layoff, a notice of immediate  
18 deposit that all fringe benefit funds have been paid to the appropriate agency  
19 accompanied by an approved transmittal.

20

21 Employers covered by this section shall notify the Local Union Office when  
22 their work is completed.

23

24

#### VEHICLES

25 Section 3.15 (a) No worker shall use his vehicle in any manner  
26 detrimental to the best interest of other workers nor shall any worker use his  
27 vehicle to transport the Employer's tools, materials or plan sets.

**PAID PARKING**

36  
37 **Section 3.19** (a) In the Metropolitan Areas of Santa Clara County,  
38 **where free parking is not available within six (6) blocks of the job** or  
39 project, the Employer shall reimburse Employees at the lowest rate available  
40 within said six (6) block area, provided the Employee presents a signed and

1 dated receipt for each parking expenditure, or the Employer may opt to  
2 furnish transportation from a central location within fifteen (15) minutes of  
3 the job-site, prior to starting time and return to the central location by the  
4 regular quitting time.

5  
6 (a) On new construction projects (Building Trades  
7 Jobs) where specific areas are designated as assigned parking areas, and  
8 where such areas are **more than 1/4 mile (1320 feet) from the work area,**  
9 the Employer shall provide transportation from the assigned parking area no  
10 earlier than ten (10) minutes prior to starting time, and shall be returned to  
11 the parking area ten (10) minutes prior to quitting time.