

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

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

IN

SIERRA<sup>1</sup> COUNTY

<sup>1</sup> Applies to portion of county lying on or east of the main watershed divide.

61-401-1

INSIDE AGREEMENT

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BETWEEN THE

NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

- RENO DIVISION -

.. AND ..

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

- LOCAL UNION # 401 -

JUNE 1, 1998 thru NOVEMBER 30, 2000

**RECEIVED**  
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employer in the Electrical Industry. Therefore, an Employer who contracts for electrical work is a person, firm, or corporation having these qualifications and maintaining a permanent place of business with a business telephone, soliciting and accepting electrical work, and maintaining suitable financial status within the jurisdiction of the Agreement to meet payroll requirements, must be in possession of a valid C2 Nevada State Electrical Contractors License as required by law, and/or a C10 California State Contractors License as required by law, if performing work in the California Lake Tahoe area jurisdiction of Local Union #401, International Brotherhood of Electrical Workers, as an Electrical Contractor and shall employ one (1) journeyman at least thirty (30) days in each successive one hundred and twenty (120) day period. This shall also apply to all work done on Saturday, Sunday, Holidays and overtime, except for emergency work or service calls. Local Union members holding licenses as contractors shall not be allowed to work back and forth as contractor or journeyman as the occasion arises.

#### PERMANENT SHOP

Section 2.04. As defined in this Agreement a permanent shop shall mean an electrical shop operated as a contractor's established place of business. A place of business shall mean an established location, the address of which is affixed to the Letter of Assent where the Employer or his representative can be contacted. Trailers, portable buildings on job sites, or an answering service only shall not be recognized as a place of business.

(a) When a shop is recognized by the Union, any job(s) which the Employer has in progress shall continue to operate with no change in place of reporting, etc. until their completion.

(b) Normal work zones for Employees within the jurisdiction of Local Union #401 are as follows:

1. Reno, Nevada
2. Ely, Nevada
3. Elko, Nevada.
4. Winnemucca, Nevada.

There shall be a seven and one half (7.5) road mile free zone from the Post Office in the cities of above referenced work zones,

wherein Employees working under the terms of this agreement may be required to report to the job site without receiving subsistence. For the City of Reno, there shall be a 50 statute mile free zone from the intersection of I-580 and US 395, including the City of Fallon and the Fallon Naval Air Station.

Any worker who is employed in a particular established shop, as defined in this agreement, who is required to report to a shop or job site outside of his/her normal work zone shall receive subsistence as stipulated in Schedule "B". The Employees normal work zone shall be determined by his dispatch reporting zone or location.

(c) Any dispute over refusal of the Union to recognize an Employer's place of business as a shop shall be subject to the grievance procedure set forth in this Agreement.

#### TEMPORARY EMPLOYER

Section 2.05. (a) An employer signatory to a Collective Bargaining Agreement or to a Letter of Assent to this Agreement may bring up to four bargaining unit employees employed in that Local Union's Jurisdiction into this Local's jurisdiction and up to two bargaining employees per job from that Local's jurisdiction to this Local's jurisdiction for specialty or service and maintenance work. All charges of violations of this section shall be considered as a dispute and shall be processed in accordance with the provisions of this agreement for the handling of grievances with the exception that any decision of a local Labor-Management Committee that may be contrary to the intent of the parties to the National Agreement on Employee Portability, upon recommendation of either or both the appropriate IBEW International Vice President or NECA Regional Executive Director is subject to reviews, modification or rescission by the Council on Industrial Relations.

(b) Such Employer shall employ at least one (1) additional journeyman at all times for the duration of the job, who shall be employed through the referral procedure provided for in this Agreement.

(c) When an Employer, undertaking any work covered by this Agreement has no shop located within the jurisdiction where

SCHEDULE "B"  
WAGE & FRINGE BENEFITS  
LOCAL UNION #401, IBEW  
GREATER SACRAMENTO CHAPTER, RENO DIVISION, NECA  
- INSIDE AGREEMENT -

FREE ZONE: Shall be as described in Article II, Section 2.04.

SUBSISTENCE: On jobs outside the Free Zone, the Employer shall pay Subsistence based on statute miles as follows:

|                       |                 |
|-----------------------|-----------------|
| 50 to 60 miles =      | \$20.00 per day |
| 60 to 70 miles =      | \$38.00 per day |
| 70 miles and beyond = | \$50.00 per day |

If, on a regular scheduled work day, an employee is not permitted to work, due to weather conditions or lack of material, or other causes beyond the employee's control, said employee shall, notwithstanding, be paid subsistence for such days.

In the event that an employee quits during an eight (8) hour day, he shall be paid subsistence only for that portion of the day he worked.

In lieu of subsistence, the Employer may select to furnish meals and lodging at no cost to the employee, provided said lodging has sanitary facilities and is located within a ten (10) mile radius of the job-site.