

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
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TRAVEL & SUBSISTENCE PROVISIONS

FOR

FIELD SURVEYOR: CHIEF OF PARTY
INSTRUMENTMAN
CHAINMAN/RODMAN

IN

ALAMEDA, BUTTE, COLUSA, CONTRA COSTA, DEL NORTE, EL
DORADO, FRESNO, HUMBOLDT, MADERA, MARIN, MARIPOSA,
MERCED, MONTEREY, NAPA, NEVADA, PLACER, SACRAMENTO, SAN
BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA
CLARA, SANTA CRUZ, SHASTA, SISKIYOU, SOLANO, SONOMA,
STANISLAUS, SUTTER, TRINITY, TULARE, TUOLUMNE, YOLO AND
YUBA COUNTIES

2018-2021

MASTER AGREEMENT

FOR

TECHNICAL ENGINEERS AND GENERAL SURVEYING

FOR

NORTHERN CALIFORNIA AND NORTHERN NEVADA

BETWEEN

**OPERATING ENGINEERS LOCAL UNION NO. 3 OF THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

And

CALIFORNIA & NEVADA CIVIL ENGINEERS AND LAND SURVEYORS ASSOCIATION, INC.



RECEIVED

By Office of the Director - Research Unit at 3:41 pm, Jan 31, 2018

04.11.00 *Travel.*

04.11.01 *Reporting.* An Employee shall be required to report for work at either his/her Individual Employer's regularly established office or at any jobsite at the regularly established starting time for his/her shift.

04.11.02 *Travel During Day.* All travel within the period between the time the Employee is required to report for the day and the time he/she is released from work for the day, shall be paid as time worked, and the Individual Employer shall provide safe transportation.

04.11.03 *Travel Maximum.* Travel time shall not exceed eight (8) hours in any twenty-four (24) hour period.

04.11.04 *Travel Time Pay.* Travel time shall be paid as follows:

- (1) When the Employee is required to report to the Individual Employer's office and the Employee is released for the day at a different place, the Individual Employer shall provide safe transportation back to the place such Employee was required to report for the day, and such travel time shall be on the Employee's time, not to exceed one (1) hour one way. Such travel time in excess of one (1) hour one way shall be paid as time worked.
- (2) When the Employee is required to report to a jobsite away from the Individual Employer's office, travel time shall be paid as follows:
 - a. All travel within the period between the time an Employee is required to report for the day at the jobsite and the time he is released from work for the day, which point of release shall be the same as the point of reporting, and excluding the lunch period provided in Section 04.04.00, shall be paid as time worked.
 - b. Where the jobsite is of one (1) day's duration and no subsistence is provided the Employee pursuant to Section 05.00.00, the travel time to and from the jobsite computed from the Individual Employer's regularly established office to which the Employee is regularly assigned shall be on the Employee's time, not to exceed one-half (½) hour each way.

Time traveling outside the workday in excess of one-half (½) hour each way shall be paid as time worked.

- c. Where the jobsite is more than one (1) day's duration and subsistence is provided the Employee pursuant to Section 05.00.00, the travel time to and from the jobsite shall be on the Employee's time; however, on the first day of work and on the last day of work at such jobsite computed from the Individual Employer's regularly

established office to which the Employee is regularly assigned, such travel time in excess of one (1) hour one way on each of such days shall be paid as time worked.

04.11.05 *Other Travel Time.* All other travel time situations not herein expressly provided for, if any, shall be referred to the Labor-Management Committee for determination, and if not determined therein the grievance procedure may then be utilized.

04.11.06 *"Jobsite" Defined.* For the purposes of Section 04.11.00, "jobsite" shall mean a site to which the Employee may be required to report and perform work for not less than eight (8) consecutive hours.

04.11.07 *Employer Regularly Established Office.* For the purposes of Section 04.11.00, the Individual Employer's regularly established office shall mean the place to which the Employee has been last dispatched.

04.11.08 *Travel Time at Straight Time.* Travel time outside the regular workday in excess of allowable time on Employee's time shall be compensated at the applicable straight-time rates. Travel time outside the regular workday shall not be the basis for computing overtime and fringe benefits.

04.11.09 Nothing in Section 04.00.00 shall be used as a method to circumvent the Travel Time Pay provisions of this Agreement.

05.00.00 SUBSISTENCE AND USE OF VEHICLE

05.01.00 Subsistence. The Individual Employer shall provide at its expense to each Employee who it requires to remain away from his/her permanent place of residence overnight, board and lodging in advance for all days, including non-workdays.

05.01.01 Receipted Cost. In the event that the actual receipted cost for reasonable and customary expenses exceeds the amount provided, the Individual Employer shall reimburse the Employee within thirty [30] days after submission of such expenses. Such submission shall be tendered by the Employee within ten [10] working days from incurring the expense, or when reasonably practical.

05.02.00 Use of Vehicle. The Individual Employer shall reimburse the Employee who agrees with the Individual Employer to use his/her own personal vehicle to haul materials and/or persons, at the rate of fifty dollars (\$50.00) per day plus the cost of fuel and bridge, ferry and toll road fares involved. The foregoing is not intended to permit the establishment of the use of an Employee's personal automobile as a condition of employment.

05.02.01 Vehicle Insurance. The Individual Employer will furnish and pay for all insurance covering an Employee's vehicle while in use and compensated under this Section, that is required by law.

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