

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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San Francisco, CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

**SHEET METAL WORKER
AND
LIGHT COMMERCIAL SHEET METAL WORKER UP TO AND
INCLUDING 10,000 SQUARE FEET**

IN

KERN, AND LOS ANGELES¹ COUNTIES.

¹ Applies to that portion of the county north of a straight line drawn between Gorman and Big Pines including the cities of Lancaster and Palmdale.

166-108-998



July 1, 2015 - June 30, 2018

**Bakersfield/Kern County
Agreement**

Between

**INTERNATIONAL ASSOCIATION OF SHEET METAL, AIR,
RAIL AND TRANSPORTATION WORKERS'
LOCAL UNION 105
620 Enterprise Way, Suite A
Bakersfield, CA 93307
(661) 832-1187**

and

**AIR CONDITIONING
SHEET METAL ASSOCIATION - KERN
10061 Riverside Drive, Suite 1028
Toluca Lake, CA 91602
(818) 275-2892**

RECEIVED
Department of Industrial Relations

JUN 30 2015

Office of the Director-Research

ARTICLE VII

SECTION 7.01 When employed in a shop or on a job within the limits of this Agreement, employees shall be governed by the regular working hours specified herein and shall provide for themselves necessary transportation within the said limits from home to shop or job at starting time and from shop or job to home at quitting time, and the Employer shall provide, or pay, for all necessary additional transportation during working hours.

SECTION 7.02 When employed outside of the limits specified in Section 7.01 of this Article, and within the jurisdiction of the Union, employees shall provide transportation for themselves which will assure their arrival at the limits specified in Section 7.01 of this Article at regular starting time, and the Employer shall provide or pay for all additional transportation for such jobs, including transportation from such job back to the limits specified in Section 7.01 of this Article which will assure arrival at such limits at quitting time. As an alternative to the foregoing method, travel expense may be paid by a zone or other method of payment. If this alternative method is used, it will be provided in a written addendum attached hereto. If an Employer sends an employee to perform work outside of the territorial jurisdiction of the United States of America or Canada, travel pay and/or subsistence arrangements shall be negotiated locally.

The parties intend travel pay to fairly compensate employees for travel, not to place contractors at a competitive disadvantage due to geographic location or to create artificial barriers against out of area contractors.

ARTICLE XXI
FREE ZONE - TRANSPORTATION AND SUBSISTENCE

SECTION 21.01 FREE ZONE: A signatory Employer will have a Free Zone of fifty (50) straight line radius miles established from the address of the City Hall of Bakersfield, California and/or the City Hall of Lancaster, California as their base point. Employers not signatory to an Agreement with Local Union 105 shall use the City Hall of Bakersfield as their base point.

SECTION 21.02 SUBSISTENCE:

FREE ZONE	0 to 50 straight line radius miles	FREE
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The Employer and the Employee agree that the Employee shall furnish personal transportation to the jobsite and from the jobsite once each day as required by the Employer and no subsistence payments are required for a jobsite located no more than fifty (50) miles from the established base point referred to in Section 21.01.

SUBSISTENCE 1: 50 to 80 straight line radius miles \$10.00 a day, per day worked; This includes all Employees even if a company vehicle is furnished.

The Employer and the Employee agree that each Employee shall receive ten dollars (\$10.00) each day worked at a jobsite located 50 miles to 80 miles from the established base point referenced in Section 21.01. Subsistence is required under this section whether transportation is furnished by the Employee or the Employer.

SUBSISTENCE 2: 80 to 125 straight line radius miles \$30.00 a day, per day worked; This includes all Employees even if a company vehicle is furnished.

The Employer and the Employee agree that each Employee shall receive thirty dollars (\$30.00) each day worked at a jobsite located 80 miles to 125 miles from the established base point referenced in Section 21.01. Subsistence is required under this section whether transportation is furnished by the Employee or the Employer.

SUBSISTENCE 3: 125 or more straight line radius miles

Jobs one hundred twenty-five (125) miles beyond the base point, the Employee shall receive \$45.00 per day subsistence on a seven (7) day basis. The Employer and Employee agree that each Employee shall receive forty-five dollars (\$45.00) or actual receipted reasonable expenses incurred, if higher, each day worked at a jobsite located 125 or more miles from the established base point referred to in Section 21.01.

When the Employee continues work on said jobsite into the following week and the Employee remains in said area, the Employee shall receive subsistence on a seven (7) day basis or the actual receipted reasonable expenses incurred, if higher. Such subsistence shall be paid for holidays or weekends when employment continues beyond such holidays or weekends.

SECTION 21.03 The Employer and Employee agree that when the Employee shall furnish personal transportation from the Employer's place of business to the job, job to job or job to place of business during regular working hours the same working day, each Employee shall be paid the lawful amount determined by the Internal Revenue Service for each road mile plus the regular rate of pay on jobs within the Free Zone. In addition, when the Employee leaves the place of business in a company vehicle at 8:00 a.m. and works until 4:30 p.m. said Employee will then return the company vehicle to the Employer's place of business. If furnished a company vehicle on a twenty-four (24) hour, seven (7) day a week basis, an Employee when terminated or quit, will be allowed to travel from the job to their home to remove any personal belongings provided the Employee returns the company vehicle to the Employer's place of business that same day. If furnished a company vehicle on a twenty-four (24) hour, seven (7) day a week basis, an Employee may be required to work on the jobsite in the free zone for eight (8) hours.

SECTION 21.04 The Employer and Employee agree that when the Employer furnishes transportation from the shop to job, job to job or job to shop, the Employee shall not receive road mile compensation.

For each round trip 125 or more miles from the established base point required by the Employer, where the Employer does not furnish transportation, the Employee shall be reimbursed the amount determined by the Internal Revenue Service for each road mile traveled to and from such jobsite.