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



TRAVEL AND SUBSISTENCE PROVISION

FOR

ROOFER

IN

FRESNO, KERN, KINGS, MADERA, AND TULARE COUNTIES

232-27-1

Master Labor Agreement

by and between

United Union of Roofers, Waterproofers and Allied Workers Local Union No. 27

RECEIVED
Department of Industrial Relations

JAN 23 2017

Office of the Director-Research



and

Signatory Roofing and Waterproofing Contractors Effective Dates September 1st 2016 through August 31st 2021

For the counties of Fresno, Madera, Kings, Tulare, Kern, Mono and Inyo In the state of California

United Union of Roofers, Waterproofers and Allied Workers Affiliated with AFL-CIO and the Building and Construction Trades Department

ARTICLE XI

TRANSPORTATION-TRAVEL TIME/ PER DIEM

TRAVEL PAY

The contractor shall have the option of directing employees not driving company vehicles to report directly to the jobsite without travel pay required; provided the employee is notified the day prior to reporting to the jobsite. In the event the employee reports to the shop without prior notification, the Employee should receive travel pay from the shop to the job.

Time spent traveling during normal working hours from jobsite to jobsite shall be considered compensational work time and payment of wages and fringe benefits shall be required at the employee's regular wages.

Any employee driving a company vehicle from the shop to the job and from the job to the shop shall be considered hours paid.

Time spent in home to work travels by an employee in an employer's provider vehicle, or in activities performed by an employee that are incidental to the use of vehicle for commuting to and from work shall not be considered as hours worked, therefor does not have to be paid. When travel pay is required it is understood and agreed that pay shall be at the employee's regular base rate plus vacation and working dues only.

In the event the employer provides transportation to and from the jobsite daily, only the driver of the company vehicle will be required to receive travel or driving time pay.

Subsistence

It is understood that there shall be a twenty (20) mile free zone from the starting point where no subsistence pay is required. The employer agrees that when an employee is required to work outside the established Free Zone the employee shall receive subsistence pay as required for the appropriate zone where the employee is performing work.

Free Zone	Zero (0) to Twenty (20) Miles	not required
Zone A	twenty one (21) Miles to forty five (45) miles	\$20.00
Zone B	Forty six (46) Miles to seventy five (75 Miles	\$35.00
Zone C	seventy six (76) to one hundred twenty five (125) miles	\$65.00
Zone D	one hundred twenty six (126) miles and over	\$75.00

The starting point for calculating mileage to establish the amount due employee shall be the Union hall located at 5537 E. Lamona Ave. Fresno Ca. 93727 or the County Courthouse in Bakersfield California for contractors who's place of business is closer to Bakersfield Courthouse. Mileage will be calculated at a straight line distance.

It is also agreed the contractors may at their discretion choose to provide a suitable hotel room and \$30 for food when work is performed in zone C or zone D and when the contractor requires the employee to remain overnight near the job site.

When employees are required to work in Zone D. travel pay shall be required on the first day reporting to the project and when returning at the end of the week However; The contractors may choose to pay subsistence through the weekend instead of paying travel time back from the job on Friday and returning on Monday for any employee not driving a company vehicle.