

## **TRAVEL AND SUBSISTENCE PROVISIONS**

### **CRAFT/CLASSIFICATION**

Electrician: Sound Installer

### **ID**

61-428-3

### **LOCALITY**

Kern County

## **TRAVEL AND SUBSISTENCE**

### **Section 3:06 Travel Time**

For projects in Kern County, terms and conditions of travel pay shall be the same as specified in the Inside Wireman's Agreement of Local Union 428/ Kern County Chapter NECA, Sec. 3.29-3.34. See appendix IV.

### **Appendix IV:**

#### **Sec. 3.29 FREE ZONE - TRAVEL EXPENSE PAYMENTS**

(a) There shall be a Free Zone, within a twenty (20) mile radius from the Union Office at 3921 N Sillect Ave Bakersfield, California, 93308 (the Base Point), for all Employers who have permanently established, recognized shops located within that radius.

(b) Employers located outside of the twenty (20) mile Free Zone and inside Kern County shall have the option of designating either their permanent shop or the Union Office at 3921 N Sillect Ave Bakersfield, California, 93308 as their Base Point. Such designation shall be declared in writing to both parties to this Agreement within ten (10) days of the anniversary date of this Agreement each year and be irrevocable for a period of one (1) year. Failure of an Employer to submit the annual written declaration will automatically extend their previous designation for one (1) year.

(c) Employers not maintaining a recognized permanent place of business in Kern County, in accordance with Article II, Section 2.08 of this Agreement, shall use the Union Office at 3921 N Sillect Ave Bakersfield, California, 93308, as their Base Point.

(d) When employees are directed to report to a recognized permanent place of business as provided for in Article II, Section 2.08. of this Agreement, they shall report to the shop and no travel, mileage or subsistence payments are required.

(e) An Employee shall not use his personal vehicle to travel from job to job within work hours. Such travel shall only be in an Employer provided vehicle and shall be paid as time worked.

(f) An Employer shall furnish transportation from shop to job, job to job, and job to shop when employees are directed to report to the shop.

#### JOB SITES WITHIN THE FREE ZONE

(h) An Employer shall not be required to compensate an Employee, for commuting to and from a job site outside of work hours, whether such commutation is by personal vehicle or in an Employer provided vehicle, whether driving or riding in the provided vehicle, for job sites located within the Free Zone.

(i) When an employee agrees to drive a truck to the job within the Free Zone under conditions set forth in Section 3.10 of this Article, the employee shall be required to drive the truck to and from the job by starting time and continue working on the job until quitting time without any travel expense payment.

j) When employees are required to report directly to a job within the Free Zone as provided above, they shall report to the job at the regular starting time and no travel expense payments are required.

#### JOB SITES OUTSIDE THE FREE ZONE

(k) For job sites located outside of the Free Zone, the Employer shall pay a travel expense payment per Sec. 3.29 (1), for commuting to and from a job site outside of work hours, whether such commutation is by personal vehicle or in an Employer provided vehicle, whether driving or riding in the provided vehicle.

(l) When an employee is directed to report to a job located within Zones 1 through 4 (which are measured by radius miles from the Union Office at 3921 N Sillect Ave Bakersfield CA 93308) and not to the Employer's shop, a travel expense payment is required as follows:

|        |                         |                 |
|--------|-------------------------|-----------------|
| Zone 1 | 20 - 30 mile radius pay | \$20.00 per day |
| Zone 2 | 30 - 40 mile radius pay | \$25.00 per day |
| Zone 3 | 40 - 50 mile radius pay | \$30.00 per day |
| Zone 4 | Over 50 mile radius pay | \$70.00 per day |

#### **Sec. 3.30 SUBSISTENCE:**

(a) On jobs outside the perimeter of Zone 3 and not located in the E.A.F.B. or the N.W.C. zones, the Employer shall pay subsistence for the day worked, at the subsistence rate of the Agreement, in lieu of daily travel time and transportation or mileage. For this purpose "day worked" shall mean: at least one-half (1/2) of the scheduled number of hours on any given day, or for days when a reporting payment is required.

(b) All new employees on subsistence jobs, and jobs in the E.A.F.B. zone, and in the N.W.C. zone, shall receive at least a full day's pay unless they leave the job before the regular quitting time or are discharged for a just cause.

(c) When an Employer directs an employee to work in another jurisdiction, he shall pay living expenses, with a minimum of the subsistence rate of this Agreement, and shall, also, not reduce the normal weekly wages of the employee.

**Sec. 3.31 TRAVEL TIME:**

(a) Except as provided in Section 3.29. (b) and (f) and Section 3.30.(a) the Employer shall pay traveling time and furnish transportation from shop to job, job to job, job to shop.

(b) Travel time shall be paid at the straight time rate of pay with the exception of the driving of vehicles rated two (2) tons or more, which shall be paid as time worked.

**Sec. 3.32** On zone, subsistence, or jobs in the E.A.F.B. or the N.W.C. zones, employees shall report to the job site if suitable surfaced roads and parking facilities are available; otherwise, to a designated reporting place where suitable surfaced roads and parking space are available.

**Sec. 3.33.** E.A.F.B. zone, and the N.W.C. zone shall be considered non-subsistence areas.

**Sec. 3.34** The E.A.F.B. zone shall include the entire Edwards Air Force Base in Kem County, and the N.W.C. zone shall include the entire Naval Weapons Center at China Lake in Kem County.

**Section 3:08 Paid Parking**

In all areas where free parking is not available within 500 yards of the job or project at the start of the shift, the contractor shall reimburse employees weekly, at the lowest rate available within said 500 yard area, providing the employee presents a signed and dated receipt for each parking expenditure.