STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISION

FOR

ASBESTOS WORKER, HEAT & FROST INSULATOR:

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

MASTER AGREEMENT

between

The International Association of Heat and Frost Insulators and Allied Workers Local 16

and the

Northern California Chapter, Inc.
Western Insulation Contractors Association

Effective August 1, 2007 to July 31, 2010

RECEIVED
Department of Industrial Relations
JAN 18 2008
Div. of Labor Statistics & Research
Chief's Office

ARTICLE I
Area Covered

1. It is hereby agreed that these working rules and wage rates in this Agreement shall apply in the following Northern California and Northern Nevada counties. Northern California: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Mono, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba. Northern Nevada: Carson, Churchill, Douglas, Humboldt, Lander, Lyon, Mineral, Pershing, Storey, and Washoe.

2. Employers party to this Agreement agree that on all operations outside of the area covered by the chartered jurisdiction of Local 16, they will abide by the rates of pay, rules and working conditions established by the collective bargaining agreement between the local insulation contractors and the local Union in that jurisdiction. An Employer may send a journeyman from Local 16, and such employee shall receive, in addition to transportation cost, the highest wage rates for his classification, board allowance, fringe benefits and other conditions of employment as established in either Agreement.

ARTICLE IV
Travel & Subsistence

41. **Daily Travel Rates**: Based by county in California and a radius from Reno City Hall for Nevada.

42. For the purpose of this agreement Placer and El Dorado Counties will be divided by Highway 49. The area west of Highway 49 will be paid at the daily travel rate of Ten Dollars ($10.00). The area east of Highway 49 will be paid at the daily travel rate of Thirty Dollars ($30.00).

County	Rate		County	Rate
Alameda	10.00		Placer (west of Highway 49)	10.00
Alpine	subsistence		Placer (east of Highway 49)	30.00
Amador	20.00		Plumas	subsistence
Butte	subsistence		Sacramento	10.00
Calaveras	30.00		San Benito	subsistence
Colusa	30.00		San Francisco	10.00
Contra Costa	10.00		San Joaquin	20.00
Del Norte	subsistence		San Mateo	10.00
El Dorado (west of 49)	10.00		Santa Clara	20.00
El Dorado (east of 49)	30.00		Santa Cruz	35.00
Fresno	10.00		Shasta	10.00
Glenn	subsistence		Sierra	subsistence
Humboldt	subsistence		Siskiyou	subsistence
Kings	30.00		Solano	10.00
Lake	subsistence		Sonoma	20.00
Lassen	subsistence		Stanislaus	15.00
Madera	20.00		Sutter	30.00
Marin	10.00		Tehama	subsistence
Mariposa	30.00		Trinity	subsistence
Mendocino	subsistence		Tulare	30.00
Merced	20.00		Tuolumne	30.00
Modoc	subsistence		Yolo	10.00
Mono	subsistence		Yuba	30.00
Monterey	subsistence		Reno, NV 0-20 mile radius	10.00
Napa	20.00		Reno, NV 21-40 mile radius	30.00
Nevada	subsistence		Reno, NV 41+ miles radius	subsistence

43. For the purpose of this agreement daily travel rates for the State of Nevada will be determined by a radius extending from the Reno City Hall as follows:

    0 – 20 miles = $10.00
    21 – 40 miles = $30.00
    Over 40 miles = $75.00 (subsistence)

44. The above allowances for California and Nevada will be adjusted by One Dollar ($1.00) should the average price of a gallon of unleaded gasoline in Northern California increase to Four Dollars ($4.00). The average price shall be determined by AAA.

45. Employees shall be paid mileage from a job to another job in the same day except when using a company vehicle.

46. There shall be no travel pay while driving a company vehicle.

47. The above allowance will be adjusted by One Cent ($0.01) for each Fifteen Cents ($0.15) change in the average price of a gallon of unleaded gasoline (base cost to be $1.32 = $.30/mile, the average cost to be determined by AAA).

48. Should the employee incur a toll charge in traveling to or from the job, such toll charge shall be paid to the employee in lieu of travel expense, unless the accrued travel exceeds the toll charge, in which event travel expense alone shall be paid.

49. Employees directed not to return home from the job site shall be paid the following:

50. **Travel expense:** A flat rate shall be paid for travel expense for subsistence jobs. This includes Fifty Dollars ($50.00) one way when first reporting for work at the job site and Fifty Dollars ($50.00) one way on return at the conclusion of the job unless, directed by the employer to return home. In addition, travel expense locally from the closest available commercial lodging to the job site and return at the following rate for each mile traveled in excess of ten (10) miles each way, each day they are required to report for work at the job site during the period of such employment. Employees quitting the job on their own initiative before completion of fifteen (15) working days shall not be entitled to travel expenses.

51. The above allowance will be adjusted by One Cent ($0.01) for each Fifteen Cents ($0.15) change in the average price of a gallon of unleaded gasoline (base cost to be $1.32 = $.30/mile, the average cost to be determined by AAA).

52. **Subsistence:** Subsistence shall be paid throughout the duration of their employment at the job site, Saturdays, Sundays and holidays included, when worked, in addition to wages and other benefits, provided in the Agreement, when worked, at the rate of: Seventy Five Dollars ($75.00) per day worked except as noted:

52.1 Subsistence shall not be applicable on days where individual employees are instructed to return home. (Examples are one (1) day jobs, jobs requiring multiple mobilizations/demobilizations, last day of the project, etc).

53. Employees being paid subsistence who fail to report for work on a regular work day will not be entitled to the allowance set forth in Sections 49 through 52 for such day or days provided that the foregoing will not apply to any employee who presents a doctor's certificate or otherwise proves to the Union's satisfaction that he was unable to report to work because of illness or any other just cause.

54. Employees discharged for cause in a subsistence area shall not be entitled to return mileage provided they are paid off at time of discharge. In the event of a dispute respecting the existence of just cause for discharge, just cause shall be determined under the grievance procedure.

55. **Parking:** The Individual Employer shall reimburse his employees for their cost of parking up to a maximum of Twenty-Five Dollars ($25.00) per day in areas where

free parking is not available within six hundred and sixty feet (660 feet) of the entrance to the job site providing a valid parking receipt is presented.