



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

IRONWORKER

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

20-X-1



District Council of Iron Workers of the State of California and Vicinity
1660 San Pablo Avenue, Suite C, Pinole, CA 94564
Telephone (510) 724-9277 Fax (510) 724-1345

July 25, 2011

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Department of Industrial Relations

JUL 26 2011

Div. of Labor Statistics & Research
Chief's Office

Ms. Maria Robbins, Acting Chief
State of California
Department of Industrial Relations
Division of Labor Statistics and Research
P. O. Box 420603
San Francisco, CA 94142-0603

President

Joe Standley
Executive Assistant
Keith Hunter

RE Agreement between Iron Worker Employers State of California
and a Portion of Nevada and District Council of Iron Workers
of the State of California and Vicinity effective 7-1-11 through 6-30-14

General Organizer
Anthony Butkovich

Executive Council

- Local Union 75
Martin Murphy
- Local Union 118
Rick Davis
- Local Union 155
Don Savory
- Local Union 229
Jose Naranjo
- Local Union 377
Dan Hellevig
- Local Union 378
Emilio Rivera
- Local Union 416
Hart Keeble
- Local Union 433
Douglas Williams
- Local Union 509
Sam Martinez
- Local Union 624
James Weaver
- Local Union 625
Joe O'Donnell
- Local Union 742
Ernest Galton, Jr.
- Local Union 790

- Local Union 803
Eugene Paris

Dear Ms. Robbins:

On June 9, 2011 negotiations were concluded to extend the current Collective Bargaining Agreement, dated July 1, 2007 through June 30, 2010 (as extended through June 30, 2011) for three years through June 30, 2014 with the attached modifications and changes. This fully executed letter is an addendum to the current Collective Bargaining Agreement. The actual Collective Bargaining Agreement will be forwarded once it has been printed.

We the undersigned certify under penalty of perjury that the information herein is true and correct to the best of our knowledge and belief.



Joe Standley, Chairman
Iron Workers Negotiation Committee



Dave McEuen, Chairman
Management Negotiating Committee

Dated: July 25, 2011

Section 7. Wage Rates and Other Remuneration – B – Congestion Zone Fee – Remove the Congestion Zone Fee language from under Parking Fees, delete obsolete language and add the following underlined language: The Congestion Zone Fee shall be considered expense reimbursement and shall not be paid on days where show-up expense is paid.

Section 9. Expenses Out of Town – A - Subsistence Pay – See Monetary Increases and Changes and replace existing language with the following: Where a job is located 60 miles or more from the City Hall of San Francisco, Oakland, San Jose, Sacramento, Stockton, Fresno, Bishop, Bakersfield, Eureka, Redding, Napa, Los Angeles, San Diego, San Bernardino, Ventura and El Centro of the State of California, and Reno and Las Vegas of the State of Nevada, a workmen will be compensated per scheduled work day for the job. Subsistence pay is determined by ascertaining the city hall enumerated above which is closest to the job. If the job is more than 60 miles from that city hall, subsistence shall be owed as follows: Sixty (60) miles to seventy-five (75) miles.....\$20.00; Seventy-five (75) miles to one hundred (100) miles..... \$25.00; One hundred (100) miles and over.....\$75.00; Mileage will be the actual number of miles traveled over the most direct regularly traveled route between the job and the

designated point. When an out-of-town job is of one day's duration, a workman shall be paid travel reimbursement to and from the job. He shall not, in addition, be paid subsistence. If a workman is shipped from one free zone into another free zone the workman shall be paid subsistence in accordance with Section 9A. The workman's initial free zone shall be the city hall listed above closest to his point of hire. For purposes of this paragraph the free zone shall be limited to the free zone closest to the point of hire.

B - Federal Installations – Add Fort Hunter Liggett and Camp Roberts to \$6.00 section and remove Susanville.

F – Travel Reimbursement, Job Not Continuous - Separate paragraph into two sections; 2nd Section to begin with “where the break in continuous employment on the job...”



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For 46 Northern California Counties
LABOR RELATIONS BULLETIN/NORTH

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Concord, CA 94520 / (925) 827-2422 / (925) 827-4042 Fax

www.agc-ca.org

June 15, 2010

**NLR 09-10 & SLR 13-10
IRON WORKERS WAGE/FRINGE FREEZE**

TO: ALL CONTRACTOR MEMBERS

SUBJECT: IRON WORKERS WAGE/FRINGE BENEFITS FREEZE

Please be advised that the Iron Workers have approved a one (1) year extension of the current 2007-2010 Master Labor Agreement through June 30, 2011, without any changes or modifications to wages or fringe benefits. **The wages and trust fund contributions will remain as follows:**

AGREEMENT

IRON WORKER EMPLOYERS STATE OF CALIFORNIA

AND A PORTION OF NEVADA

AND

DISTRICT COUNCIL OF IRON WORKERS

OF THE STATE OF CALIFORNIA AND VICINITY

July 1, 2007 - June 30, 2010

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B - Parking Fees - In congested areas the individual employer shall provide, or pay for, parking facilities for workmen where free parking is not available within three (3) standard blocks of the job. Bona fide validated parking tickets must be submitted to the individual employer.

San Francisco (including Yerba Buena Island) - Due to the unique parking and congestion problems common in San Francisco, each Iron Worker working in the City of San Francisco, as defined below, shall receive \$8.00 per day as a Congestion Zone Fee. The Congestion Zone Fee shall be considered travel pay and shall not be paid on days where show-up expense is paid. The City of San Francisco is defined as the city limits of San Francisco (as described by the San Francisco County Recorder's Office as of July 1, 1998), the Golden Gate Bridge in its entirety, and the west side of the San Francisco Bay Bridge up to and including Treasure Island. The Congestion Zone Fee became effective July 1, 1999. All projects bid prior to July 1, 1999 were excluded.

The first phase of the San Francisco Bay Bridge Retrofit Project shall be excluded unless bid after January 1, 2000.

The Congestion Zone Fee will not apply to work performed in a permanent yard relative to loading and unloading company equipment.

Effective January 1, 2002, the following counties shall be added to the Congestion Zone Fee: Santa Clara, Alameda and San Mateo. The Congestion Zone Fee for these counties shall be \$8.00 per day. Jobs bid prior to the effective date shall be excluded.

Effective July 1, 2002, the Congestion Zone Fee for the City and County of San Francisco only shall be \$10.00 per day. Jobs bid prior to January 1, 2002 shall be excluded.

Effective July 1, 2003, the Congestion Zone Fee for the City and County of San Francisco only shall be \$12.00 per day. Jobs bid prior to January 1, 2002 shall be excluded.

C - Journeyman Retraining Stipend - The employer shall pay as an incentive for voluntary journeyman retraining a stipend of \$50.00 for a half day and \$100.00 for a full day.

D - Tolls - The individual employer shall pay all bridge and ferry tolls. Bona fide validated receipts must be submitted to the individual employer.

SECTION 9. Expenses Out of Town

A - Subsistence Pay - Where a job is located 50 miles or more from the City Hall of San Francisco, Oakland, San Jose, Sacramento, Stockton, Fresno, Bishop, Bakersfield, Eureka, Redding, Napa, Los Angeles, San Diego, San Bernardino, Ventura and El Centro of the State of California, and Reno and Las Vegas of the State of Nevada, a workman will be compensated per scheduled work day for the job, depending on the bona fide residence of the workman. Subsistence pay is determined by ascertaining the workman's bona fide residence and the city hall enumerated above which is the closest to that residence. If the job is more than 50 miles from that city hall, subsistence is owed as follows:

Fifty (50) miles to sixty (60) miles	\$10.00
Sixty (60) miles to seventy-five (75) miles.	\$20.00
Seventy-five (75) miles to one hundred (100) miles	\$25.00
One hundred (100) miles and over	\$75.00

If a workman chooses to relocate to another geographic jurisdiction more than 50 miles from his primary residence with the intent to work continuously within that new jurisdiction, subsistence pay will be determined by the alternate residence that the worker is residing in while performing the work.

Mileage will be the actual number of miles travelled over the most direct regularly travelled route between the job and the designated point.

When an out-of-town job is of one day's duration, a workman shall be paid travel reimbursement to and from the job. He shall not, in addition, be paid subsistence.

B - Federal Installations:

1 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars (\$3.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars and fifty cents (\$4.50) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by six dollars (\$6.00) per hour for all work performed at the following locations:

- China Lake Naval Test Station
- Chocolate Mountains Naval Reserve - Niland
- Edwards Air Force Base
- Fort Irwin Military Station
- Fort Irwin Training Center - Goldstone
- San Clemente Island
- San Nicholas Island
- Susanville Federal Prison
- 29 Palms - Marine Corps
- U.S. Marine Base - Barstow
- U.S. Naval Air Facility - Sealey
- Vandenberg Air Force Base

2 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by two dollars (\$2.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by three dollars (\$3.00) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by four dollars (\$4.00) per hour for all work performed at the following locations:

- Army Defense Language Institute - Monterey
- Fallon Air Base
- Naval Post Graduate School - Monterey
- Yermo Marine Corps Logistics Center

3 - In lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by one dollar (\$1.00) per hour for all work performed at the following locations:

Effective July 1, 2005, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by one dollar and fifty cents (\$1.50) per hour for all work performed at the following locations:

Effective July 1, 2006, in lieu of subsistence pay and travel reimbursement, the hourly wage rate will be increased by two dollars (\$2.00) per hour for all work performed at the following locations:

- Port Hueneme
- Port Mugu
- United States Coast Guard Station - Two Rock

C - Travel Expense to Whom Due - When an individual employer hires workmen for a job more than 50 miles away from the City Hall in those cities listed in Paragraph A, the workmen shall be paid travel reimbursement and subsistence, in accordance with the Agreement, whether or not the job is located within another expense-free zone as provided by this Agreement. The individual employer shall pay bridge, ferry and toll road fares.

D - Travel Reimbursement - Travel reimbursement will be paid by the individual employer as follows:

Sixty (60) miles to seventy-five (75) miles	\$25.00
Seventy-five (75) miles to one hundred (100) miles.	\$50.00
One hundred (100) miles and over.	\$60.00
Each additional fifty (50) miles.	\$25.00

Mileage will be the actual number of miles travelled over the most direct regularly travelled route between the job and the designated point.

Such payments shall be based on travel from the City Hall in those cities listed in Paragraph A. The workmen shall be paid a travel reimbursement at the beginning and completion of the job. This reimbursement is in addition to subsistence as provided in this Agreement.

E - **Company Transportation** - When safe company transportation with proper protection from the elements is provided, workmen will be paid travel reimbursement.

F - **Travel Reimbursement, Job Not Continuous** - If any individual employer orders the same workmen to and from the same job more than once when the job is not continuous, workmen shall be paid travel reimbursement to and from the job for each round trip except where the break in continuous employment on the job is caused by Saturdays, Sundays, holidays or weather conditions or if the workmen are provided transportation at no cost to the workmen.

I - **Adjacent Job Sites** - When workmen are transferred from one individual employer to another, without loss of time on same job or on an adjacent job, the original individual employer will not be required to pay the return travel reimbursement but the final individual employer will be required to pay the return travel reimbursement. The individual employer will notify the appropriate Local Union giving the names and Social Security Account numbers of workmen so transferred.