



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

GLAZIER

IN

Imperial and San Diego Counties

RECEIVED
Department of Industrial Relations
JUL 30 2018
Office of the Director-Research

SAN DIEGO AREA
GLAZIERS & ARCHITECTURAL
METAL
LABOR AGREEMENT

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
ON BEHALF OF
GLAZIERS, ARCHITECTURAL METAL AND GLASSWORKERS
RESILIENT FLOOR AND DECORATIVE COVERING WORKERS
LOCAL UNION 1399

OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2022

- 1.4 A shop or Employer's plant, for the purpose of this Agreement, shall be defined as any location of the Employer's work at the shop or plant where the Employer conducts any business covered by this Agreement including the existence of any inventory or where Employees regularly work or report in and out. A construction job site location for a specific job shall not be considered a principal place of business or a shop or a branch shop. To qualify as an Employer shop, the above conditions must be met.
- 1.5 In the event the Employer or any principal involved with the Employer establishes a branch of its business, or a subsidiary, or merges with, consolidates with, or acquires or establishes a separate business entity within the geographical jurisdiction of the Union, then the terms and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered by this Agreement.
- 1.6 In the event the Employer creates another entity, including a sole proprietorship or partnership, joint venture or corporation, or if the Employer owns an interest in such entity, including stock ownership and such other entity performs work and hires Employees under the classifications of this Agreement, then such other entity shall be fully bound and liable for each term and condition of this Agreement to the same extent as though such entity is signatory to this Agreement.

ARTICLE VIII
Travel Time Pay

- 8.1 An Employee who is not using a company vehicle must report to the job and return to his residence without compensation for traveling expense or traveling time for travel to any job within seventy five (75) lineal miles of the Employer's shop. If the Employer has no shop as defined in Article 1.6, then mileage will be measured from First and Broadway, San Diego California. All mileage will be computed as miles on the shortest and most direct road, street or highway beyond this area; an Employee will be compensated for traveling time and will be paid traveling expense at the prevailing IRS rate per mile, subject to notification by the Union. Both travel time and travel expenses are to be computed from the end of said seventy five (75) mile limit.
- 8.2 Travel time to be paid for at straight time.
- 8.3 In the event an Employee is required to travel in his own vehicle from one job site to another, he or she shall be paid travel expense for such travel.

ARTICLE IX
Out of Town Expenses

- 9.1 On all out of town work, when an Employee is required to stay overnight, transportation and living expenses shall be paid for by the Employer, with a minimum of sixty dollars (\$60) to each Employee for each day to cover three (3) meals and lodging. In the event a round trip is required by Employer in one day, the Employee shall be paid continuous time. Each Employee receiving his or her individual expenses in advance, either direct or through his or her Foreman, shall have his or her time commence at the time of the departure for the job and the return trip to be made under the same conditions. When returning from an out of town job where it has been necessary to stay overnight the previous night, an Employee shall receive a maximum of six dollars (\$6) for breakfast and six dollars (\$6) for lunch. In the event his or her time of arrival at the shop is after 6.00 P.M., he or she shall receive payment of twelve dollars (\$12) for the dinner meal that evening. Employee is required to submit receipts for above meals.

ARTICLE XIX
General Conditions

- 19.1 When an Employee is required by the performance of his or her duties to incur parking expenses because no free parking is provided in the immediate vicinity of a jobsite, the Employer shall pay for such reasonable parking expense incurred, provided the Employee submits a parking check stub establishing the actual cost of parking. Carpooling is to be utilized as much as possible.