



# TRAVEL AND SUBSISTENCE PROVISION

FOR

GLAZIER

IN

FRESNO, KERN, MADERA, MERCED,  
AND SAN LUIS OBISPO COUNTIES

# **Fresno Area Addendum To The Northern California Glaziers Master Agreement**

This Area Addendum to the Northern California Glaziers Master Agreement is made and entered into August 1<sup>st</sup>, 2018 between \_\_\_\_\_ (hereinafter "Employer") and IUPAT District Council 16 (hereinafter "The Union"), represented in the affected geographical area covered by Local 294 of Fresno.

This Addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Glaziers Master Agreement shall apply.

This Area Addendum to the Northern California Glaziers Master Agreement shall apply to Glazing Contractors signatory to this Area Addendum performing covered work within Fresno, Inyo, Kern, Kings, Merced, Madera, Mariposa, Mono, San Luis Obispo and Tulare Counties. Glazing Contractors signatory to this Area Addendum working within the counties as defined above shall have the following Articles of the Northern California Glaziers Master Agreement amended as provided below:

## **ARTICLE 12, TRAVEL TIME & SUBSISTENCE – SHALL BE AMENDED AS FOLLOWS**

### **ARTICLE 12 TRAVEL TIME & SUBSISTENCE**

Section 1: Employees working in the counties of Fresno, Inyo, Kern, Kings, Merced, Madera, Mariposa, Mono, San Luis Obispo and Tulare who are required to jobsite report more than thirty-five (35) miles from the point of dispatch (employee's home or individual Employer's shop) as determined by the individual Employer, shall receive Wages and Benefits for all time spent traveling beyond thirty-five (35) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than thirty-five (35) miles from the point of dispatch shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the thirty-five (35) miles (*Mileage and drive time is to be based on Google Maps*). Mileage will be paid on a per vehicle basis. This system is based on employees reporting to their jobsite at their regular start time and working on the job until their regular quitting time. Travel from the jobsite in a private vehicle shall be considered as hours worked and mileage will be reimbursed at the current IRS rate per mile. All travel commencing after reporting to the Employers shop to and from the jobsite will be considered as hours worked and use of the employee's vehicle will be reimbursed at the current IRS rate per mile. At no time shall the employee be allowed to transport the Employer's material or equipment in his own vehicle. Other than those listed in Article 32 M (3) of the Northern California Glaziers Master Agreement.

- A. TRAVEL TIME: Travel time to and from jobs shall not be considered overtime except Saturdays, Sundays and Holidays which shall be paid at the rate of time and one-half.
- B. Driving an Employers vehicle, before and after the normal work hours is working time with the first two (2) hours at straight time and thereafter at time and one-half. Riding as a passenger in such vehicle is also considered time, but there shall be no premium pay for riding during overtime. Driving an Employers vehicle on Saturday is working time with the first four (4) hours at time and one-half and anytime thereafter on Saturday at double time. Sunday and Holiday driving time with an Employers vehicle shall be paid at double time.

**Travel Time Calculation Sheet (Formulas)**

<b>Employee Name</b>	<b>From: Starting Address</b>		
	<b>To: Destination Address</b>		
	<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>	(Enter minutes as per Google Maps)	(Enter miles as per Google Maps)	<b>Calculation = (Minutes ÷ Miles)</b>
<b>Adjusted Commute (One Way)</b>	<b>Calculation = (Adjusted Commute Miles x Minutes Per Miles)</b>	<b>Calculation = (Actual Commute Miles – 35)</b>	
<b>Round Trip</b>	<b>Calculation = (Adjusted Commute Minutes x 2)</b>	<b>Calculation = (Adjusted Commute Miles x 2)</b>	
<b>Daily Travel Time/Mileage Reimbursement:</b>	<b>Calculation = (Round Trip Minutes rounded to the nearest ¼ hour)</b>	<b>Calculation = (Round Trip Miles x current IRS Rate)</b>	

**Travel Time Calculation Sheet (Example)**

<b>John Doe</b>	<b>From: 123 Any Street, San Francisco, CA</b>		
	<b>To: 456 Main Street, Fremont, CA</b>		
	<b>Minutes</b>	<b>Miles</b>	<b>Minutes Per Mile</b>
<b>Actual Commute (One Way)</b>	<b>74</b>	<b>60</b>	<b>1.23</b>
<b>Adjusted Commute (One Way)</b>	<b>30.83</b>	<b>25</b>	
<b>Round Trip</b>	<b>61.67</b>	<b>50</b>	
<b>Daily Travel Time/Mileage Reimbursement:</b>	<b>1</b>	<b>\$28.75</b>	



**HIGH PERFORMANCE**

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AUG 30 2018

Office of the Director-Research

**NORTHERN CALIFORNIA  
GLAZIERS  
MASTER AGREEMENT**

**BETWEEN**

**DISTRICT COUNCIL 16**

**&**

**NORTHERN CALIFORNIA GLASS  
MANAGEMENT ASSOCIATION**

**July 1, 2018 - June 30, 2021**

**ARTICLE 12**  
**TRAVEL TIME and SUBSISTENCE**

## **Section B. Subsistence**

1. When employees are required to live away from their personal place of residence, in order to report for work when and where directed by the Employer, each employee shall receive lodging, or an amount equal to reasonable lodging, in advance, plus Subsistence in the amount of seventy-five dollars (\$75.00) per day, in advance, on a separate check.
2. Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
3. Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

## **Section C. Travel Time Calculation Sheet**

The following Travel Time Calculation Sheet shall be used in conjunction with Google Maps in order to determine Travel Reimbursement and Fringe Benefits contributions.

**ARTICLE 13**  
**COMMUTING, REIMBURSEMENT, PARKING EXPENSES**  
**and OTHER EXPENSES**

**Section A. Expense Reimbursement**

All monies expended for carfare, toll expenses, telephone, parking while driving the Employer's vehicle, and other legitimate expenses incurred in going to and from the shop to the jobsite, and from jobsite to jobsite shall be paid by the Employer upon presentation of appropriate bona fide receipts, if available. Receipts must be turned into the Employer for reimbursement on a weekly basis. If the Employee fails to turn in their receipts weekly, the Employer shall not be obliged to reimburse the late receipts.

**Section B. Parking Expenses**

When employees are driving their own vehicles for the purpose of jobsite reporting and no free public parking is available, parking expenses will be reimbursed by the Employer upon presentation of bona fide receipts. Employees must be prudent in selecting the least expensive parking facility within five (5) blocks of the jobsite. When toll expenses are incurred while reporting directly to the jobsite they shall be paid by the Employer. All parking and bridge tolls are to be paid by the Employer. Receipts for parking must be turned in to the Employer for reimbursement on a weekly basis. "FasTrak" users will be reimbursed upon showing of receipts on a monthly basis. All reimbursements for parking are to be paid weekly and in full at time of lay-off or termination. Whenever possible, the employees are encouraged to car pool to the jobsite.

**Section C. Parking Tickets**

Parking violations incurred while using the Employer's vehicle will be reimbursed providing that the violation was not flagrant in nature and due care was exercised in trying to prevent receiving such a citation.

**Section D. Public Transportation**

When an employee is required to report to a jobsite and it is more economical and/or convenient for the employee to use public transportation, the cost of public transportation shall be paid in advance or reimbursed to the employee. The use of public transportation shall be at the sole discretion of the employee.