

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PAINTER: PAINTER, LEAD ABATEMENT, AND INDUSTRIAL PAINTER

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN
BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA AND
VENTURA COUNTIES**

REPAINT PAINTER, LEAD ABATEMENT

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN
BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA AND VENTURA
COUNTIES**

INDUSTRIAL REPAINT PAINTER

IN

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE, SAN
BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES**

IRON AND STEEL

IN

SANTA BARBARA COUNTY

MEMORANDUM OF UNDERSTANDING
BETWEEN
FINISHING CONTRACTORS ASSOCIATION OF SOUTHERN CALIFORNIA
AND
PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 36

MASTER LABOR AGREEMENT EXTENSION
EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2021

RECEIVED
Department of Industrial Relations

AUG 01 2018

Office of the Director-Research

3. Effective July 1, 2019, update Article 14 Wages, Contributions and Other Expenses, Section 9(A) Out of Town Expenses, with the following language:

A. When employees are required because of job location, to live away from their place of residence, they shall receive not less than the regular rate of pay, plus a minimum of eighty-five dollars (\$85.00) per day in order to cover expenses from the date of leaving until the day of their return, inclusive to their home area. To avoid the difficulty of calculating the extraordinary expense incurred when a member of District Council No. 36 is required to travel more than a sixty (60) mile from his/her residence (current address that is registered with the Local), or employer shop, whichever is closest to the job based on google maps, they shall be reimbursed at the prevailing IRS rate for each mile driven over sixty (60) (excluding use of employer provided transportation).

When the Employer pays for the hotel for out of town work, the employee shall receive thirty dollars (\$30.00) per day for expenses. Each room shall not house more than 2 people per room.

B. If a journeyman quits a job paying subsistence monies without just cause during a pay period, he/she shall not be entitled to any travel expenses for return to his/her home area.

C. If a journeyman in a subsistence area does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday, he/she shall not be entitled to the subsistence allowance for Saturday or Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by a competent authority as sick or unfit for work.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FINISHING CONTRACTORS ASSOCIATION OF SOUTHERN CALIFORNIA
(HEREINAFTER REFERRED TO AS THE "EMPLOYER") AND
PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 36
EFFECTIVE JULY 1, 2016 THROUGH JUNE 30, 2019**

RECEIVED
Department of Industrial Relations

AUG 02 2016

Office of the Director-Research

**PAINTERS
AND ALLIED TRADES
DISTRICT COUNCIL NO. 36**

**MASTER LABOR
AGREEMENT**

JULY 1, 2013 THRU JUNE 30, 2016

(Finishing Contractors Association Southern California)

**SOUTHERN CALIFORNIA PAINTERS AND DECORATORS
LABOR MANAGEMENT COOPERATION COMMITTEE**

SECTION 6.

PARKING FEE:

C. When an employee works in an area where free parking is not available within two (2) blocks, (or approximately 200 yards) the employer shall either provide parking or reimburse the employee upon submission of proper parking receipts by the following weekly pay period for parking costs not to exceed \$15.00 per day. The employer may designate the parking area.

SECTION 9. OUT OF TOWN EXPENSES:

A. When members of the District Council are required because of job location, to live away from their place of residence, they shall receive not less than the regular rate of pay, plus a maximum of \$70.00 per day in order to cover expenses from the date of leaving until the day of their return, inclusive to their home area. To avoid the difficulty of calculating the extraordinary expense incurred when a member of District Council No. 36 is required to travel more than a sixty (60) mile radius from his/her residence, employer shop or members local, whichever is closest to the job, they shall be reimbursed at the prevailing IRS rate for each mile driven over sixty (60) (excluding use of employer provided transportation)

B. If a journeyman quits a job paying subsistence monies without just cause during a pay period, he/she shall not be entitled to any travel expenses for return to his/her home area.

C. If a journeyman in a subsistence area does not show up for work on Monday, or the day following a legal holiday after having worked the previous Friday, or the work day prior to a holiday, he/she shall not be entitled to the subsistence allowance for Saturday or Sunday or for the day or days covered by the holiday. The only exception to this clause is if a journeyman be judged by a competent authority as sick or unfit for work.

EXCEPTION: On projects where suitable room and board is provided by either the awarding authority or the employer, the employee may have the option of accepting the room and board facilities, or the subsistence allowances, but not both.