

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco, CA 94102

ADDRESS REPLY TO:

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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 AND LIGHT COMMERICAL PAINTER, LEAD ABATEMENT

IN

IMPERIAL, LOS ANGELES, ORANGE, RIVERSIDE AND SAN BERNARDINO COUNTIES

REPAINT PAINTER, LEAD ABATEMENT

IN

INYO, KERN, LOS ANGELES, MONO, 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FINISHING CONTRACTORS ASSOCIATION OF SOUTHERN CALIFORNIA
(HEREINAFTER REFERRED AS THE "EMPLOYER")
AND
PAINTERS AND ALLIED TRADES DISTRICT COUNCIL 36
And Affiliated Locals
Affiliated with the IUPAT, AFL-CIO**

This Memorandum of Understanding is entered into on July 1, 2010 for the 2010-2013 Master Labor Agreement ("Agreement") between the Employers and Painters and allied Trades District Council No. 36 of the International Union of painters and allied Trades (the "Union") having jurisdiction within Los Angeles, Orange, Riverside, San Diego, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Mono, and Inyo Counties.

The Employers and the Union hereby agree to sign a Three (3) year Agreement. This Agreement shall remain in full force for the period July 1, 2010 through June 30, 2013 with a Wage and Benefits reopener on June 30, 2011 and June 30, 2012. This Agreement includes the following modifications and is subject to ratification by the membership of Painters and Allied Trades District Council No. 36.

200-X-2

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

**MASTER LABOR
AGREEMENT**

JULY 1, 2006 THRU JUNE 30, 2009

RECEIVED
Department of Industrial Relations

DEC 20 2006

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Chief's Office

SOUTHERN CALIFORNIA PAINTERS AND DECORATORS
LABOR MANAGEMENT COOPERATION COMMITTEE

SECTION 6. FOREMAN PAY, 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.

MEMORANDUM OF UNDERSTANDING

Between

THE SUBSCRIBING EMPLOYER ASSOCIATIONS, THE FINISHING CONTRACTORS ASSOCIATION (FCA) AFFILIATE ORGANIZATIONS: LOS ANGELES PAINTING & FINISHING CONTRACTORS ASSOCIATION, INC.; TRI-COUNTY PAINTING & DECORATING CONTRACTORS ASSOCIATION, INC.; SOUTHERN CALIFORNIA PAINTING & DECORATING CONTRACTORS ASSOCIATION, INC.; MASTER PAINT CONTRACTORS OF SAN DIEGO INC.; AND VENTURA, SANTA BARBARA, SAN LUIS OBISPO MASTER PAINTERS ASSOCIATION, INC.; (HEREINAFTER, COLLECTIVELY, THE "EMPLOYERS")

And

PAINTERS AND ALLIED TRADES
DISTRICT COUNCIL NO. 36
And affiliated Locals
Affiliated with the IUPAT, AFL-CIO

This Memorandum of Understanding is entered into on July 1, 2009 for the 2009 - 2010 Master Labor Agreement ("Agreement") between the "Employers" and Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades (the "Union") having Jurisdiction within Los Angeles, Orange, Riverside, San Diego, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Mono, and Inyo Counties.

The "Employers" and the Union hereby agree to sign a One (1) year Master Labor Agreement. This agreement shall remain in full force for the period July 1, 2009 through June 30, 2010. This Agreement includes the following modifications and is subject to ratification by the membership of Painters and Allied Trades District Council No. 36.

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Department of Industrial Relations

JUL 30 2009

Director of Labor Statistics & Research
Chief's Office

