



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

Carpet Layer & Resilient Tile Layer

IN

Imperial and San Diego Counties



**LOCAL UNION 1399
SAN DIEGO FLOOR COVERERS
EXTENSION AGREEMENT**

This Agreement is entered into by and between Painters and Allied Trades District Council 36 on behalf of Local Union 1399 (hereinafter referred to as the "Union") and **Pro Installations, Inc. dba ProSpectra Contract Flooring** (hereinafter referred to as the "Employer").

Effective July 1, 2014, the pension contribution shall increase by twenty-five cents (\$0.25) per hour for a total hourly contribution of five dollars and sixty cents (\$5.60) per hour.

Both the Union and Employer agrees to extend the current San Diego Area Floor Coverers Labor Agreement which expired on 6/30/2014 in its entirety on a day to day basis until a successor agreement is reached or until such time that either party gives the other a ten (10) day written notice of intent to terminate this extension.

**Painters and Allied Trades
District Council 36**

 
SIGNATURE TITLE

DATE 7/23/14

ProSpectra Contract Flooring

SIGNATURE _____ TITLE _____

7-78-14

DATE

RECEIVED
Department of Industrial Relations

JUL 24 2014

Office of the Director-Research

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Department of Industrial Relations

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Office of the Director-Research

200-1399-2

SAN DIEGO AREA
FLOOR COVERERS 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

JULY 1, 2009 THROUGH JUNE 30, 2014

ARTICLE XI
TRAVEL AND SUBSISTENCE

Section 1. Mileage and Hauling.

- A. Travel within a forty (40) mile radius from each shop will be a free zone, from the shop to the first job. Each additional job site(s) shall be computed and reimbursed at the per mile fee allowed by prevailing Internal Revenue Service regulation, presently at fifty-five cents (\$0.55) per mile, calculated from job to job. However, such reimbursement provisions shall apply only if the employee uses his own truck or vehicle. These provisions shall not be applicable where there has been any use of an employer's truck or other vehicle for transport.

Section 2.

- A. Mileage and travel time for out-of-town employers working in the territorial jurisdiction of Local Union 1399 shall be computed from the Union Hall to the first job, then from job to job. Thereafter, reimbursement will be per Article XI, Section 1A.
- B. Compensation for a Traveling Day.
 - i) Travel time outside the free zone will be paid at actual time traveling, going and coming, and will be computed at regular time for the first eight (8) hours and at time and one half (1½) for any hours thereafter. Mileage over and above the forty-mile free zone will be paid per Article XI, Section 1A.
 - ii) Hours worked before and/or after traveling, on a day requiring travel outside the free zone, will be paid for at the straight time rate for the first eight (8) hours and at time and one half (1½) up to twelve (12) hours and at double time thereafter.
 - iii) On a day involving both travel time and work time, there shall be no more than twelve (12) total straight time hours. Hours that would be straight time hours under (i) and (ii) above, individually which exceed twelve (12) when added together, shall be paid for at the rate of one and one half (1½) times the Employee's straight time rate.
- C. Subsistence When Working Out Of Town Overnight.

One trip each way, each week, must be paid if subsistence is not paid for seven (7) days each week. If subsistence is paid for seven (7) days each week, then only one trip at the start of the job and one trip at the completion of the job must be paid.

- D. Employer will pay accommodations plus \$25 per day for meals.
- E. Camp Pendleton workers will receive twenty-five dollars (\$25) per day expenses, if the Union is successful in getting it posted on the prevailing wage determination.
- F. Fifteen dollars (\$15) per day is to be paid for use of employee's truck to haul material. "Haul" is defined as:
 - 1. Authorization must be done prior to hauling, and a signature on the time card must be achieved within 24 hours.
 - 2. A hauling fee will be paid if an installer needs to pick up materials or supplies at a vendor or jobsite.
 - 3. Supply incidentals such as glue, patch, or seam tape are not considered haulable materials. Exceptions are three or more buckets of glue or a combination of three of the above items.
 - 4. Materials such as VCT, sheet vinyl, or base are considered haulable items.

The Employer shall not be permitted to evade its obligations hereunder by setting up an additional "home" or "branch" office or plant in an area outside its principal place of business.