

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director - Research Unit

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



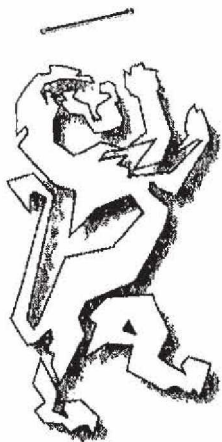
TRAVEL AND SUBSISTENCE PROVISION

FOR

GLAZIER

IN

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



District Council 16

International Union of Painters and Allied Trades

2705 Constitution Drive • Livermore, CA 94551

Telephone (925) 245-1080 • Fax (925) 245-1084

Chris Christophersen

Business Manager/Secretary Treasurer

RECEIVED 200-169-2

By Office of the Director - Research Unit at 1:14 pm, Aug 11, 2015

High Performance
High Value

August 6, 2015

CERTIFIED MAIL: 7006 0810 0001 3791 3831

Auto, Marine &
Specialty Painters

Carpet, Linoleum,
Resilient Floor
Covering &
Soft Tile Layers

Drywall Finishers

Glaziers,
Architectural Metal
& Glass Workers

Painters

Paint, Varnish &
Lacquer Makers

Sign, Pictorial &
Display Painters

Mr. David Mar
Department of Industrial Relations
Division of Labor Statistics and Research
P. O. Box 420603
San Francisco, CA 94142

Dear Mr. Mar,

I have enclosed the newly negotiated AREA ADDENDUM to the NORTHERN CALIFORNIA GLAZIERS MASTER AGREEMENT between IUPAT LOCAL UNION 294 and Fresno Area GLAZING CONTRACTORS, contract period August 1, 2015 through July 31, 2018. At this time there is not a new WAGE SCHEDULE. The next wage schedule is scheduled to go out January 1, 2016.

In regards to the WAGE PAYMENT STATEMENT, there were not any changes to the Wages or Fringes so the effective date was left as January 1, 2015. There were some changes to the Ratio, Emergency Board Up, Subsistence and Travel Time.

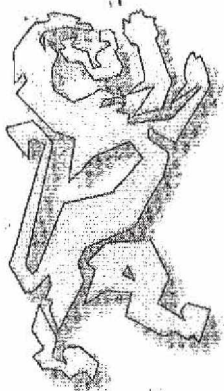
The counties covered by this statement are Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, San Luis Obispo and Tulare.

If you need additional information, or have any questions, please contact my office.

Sincerely,

Vince Echeverria

Vince Echeverria
Director of Service
District Council 16



High Performance
High Value

Auto, Marine &
Specialty Painters

Carpet, Linoleum,
Resilient Floor
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International Union of Painters and Allied Trades

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Telephone (925) 245-1080 • Fax (925) 245-1084

Chris Christophersen
Business Manager/Secretary-Treasurer

RECEIVED 200-169-2

By Office of the Director - Research Unit at 1:15 pm, Aug 11, 2015

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, 2015 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 1, DURATION - SHALL BE AS FOLLOWS

ARTICLE 1 DURATION OF AGREEMENT

This Agreement shall remain in full force and effect except as noted hereinafter, from August 1, 2015 to July 31, 2018 and shall continue in effect from August 1st to July 31st of each year thereafter unless at least sixty (60) days written notice is given by either party prior to July 31st, 2018 or any subsequent July 31st requesting modification and/or termination.

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

ARTICLE 12 TRAVEL TIME & SUBSISTENCE

Section 1: Regular Employees of the Employers located in Fresno, Inyo, Kern, Kings, Merced, Madera, Mariposa, Mono, San Luis Obispo and Tulare Counties 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 without traffic*). 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.

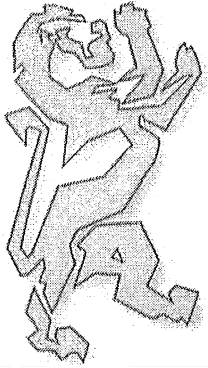
- A. TRAVEL TIME: Travel time to and from jobs shall not be considered overtime except Saturdays, Sundays and Holidays which shall be paid at the rate of time and one-half.
- B. Driving an Employers vehicle, before and after the normal work hours is working time with the first two (2) hours at straight 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)

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

Travel Time Calculation Sheet (Example)

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



District Council 16

International Union of Painters and Allied Trades

Doug Christopher
Business Manager/Secretary-Treasurer

2705 Constitution Drive • Livermore, CA 94551
Telephone (925) 245-1080 • Fax (925) 245-1084

200-169-2

RECEIVED

By Office of the Director - Research Unit at 12:53 pm, Aug 01, 2012

July 16, 2012

Auto, Marine &
Specialty Painters

Carpet, Linoleum,
Resilient Floor
Covering &
Soft Tile Layers

Drywall Finishers

Glaziers,
Architectural Metal
& Glass Workers

Painters

Paint, Varnish &
Lacquer Makers

Sign, Pictorial &
Display Painters

CERTIFIED MAIL: 7007 3020 0000 1798 4802

Ms. Maria Robbins, Acting Director
Department of Industrial Relations
Division of Labor Statistics and Research
P. O. Box 420603
San Francisco, CA 94142

Dear Ms. Robbins,

I have enclosed the newly negotiated AREA ADDENDUM to the NORTHERN CALIFORNIA GLAZIERS MASTER AGREEMENT between IUPAT LOCAL UNION 294 and Fresno Area GLAZING CONTRACTORS and the GLAZING WAGE SCHEDULE and the corresponding GLAZING - WAGE PAYMENT STATEMENT, contract period July 1, 2012 through June 30, 2014.

The counties covered by this statement are Fresno, Inyo, Kern, Kings, Madera, Mariposa, Merced, Mono, San Luis Obispo and Tulare.

I trust this information is sufficient for you to accept the wage rates listed as the prevailing wage rates in this area and that such rates will be published forthwith.

If you need additional information, or have any questions, please contact my office.

Sincerely,

Chris Christophersen
Director of Service
District Council 16

RECEIVED

By Office of the Director - Research Unit at 12:53 pm, Aug 01, 2012

200-169-2

**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 July 1, 2012 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 1, DURATION - SHALL BE AS FOLLOWS

**ARTICLE 1
DUATION OF AGREEMENT**

This Agreement shall remain in full force and effect except as noted hereinafter, from July 1, 2012 to June 30, 2014 and shall continue in effect from July 1 to June 30 of each year thereafter unless at least sixty (60) days written notice is given by either party prior to June 30, 2012 or any subsequent June 30 requesting modification and/or termination.

ARTICLE 12, TRAVEL TIME & SUBSISTANCE – SHALL BE AS FOLLOWS

ARTICLE 12 TRAVEL TIME & SUBSISTANCE

Section 1: Regular Employees of the Employers located in Fresno, Inyo, Kern, Kings, Merced, Madera, Mariposa, Mono, San Luis Obispo and Tulare Counties 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 the latest version of Microsoft MapPoint). 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.

Travel Time Calculation Sheet (Formulas)

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

Travel Time Calculation Sheet (Example)

John Doe	From: 123 Any Street, San Francisco, CA		
	To: 456 Main Street, Fremont, CA		
	Minutes	Miles	Minutes Per Mile
Actual Commute (One Way)	74	60	1.23
Adjusted Commute (One Way)	30.83	25	
Round Trip	61.67	50	
Daily Travel Time/Mileage Reimbursement:	1	\$27.50	

6. 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.
7. 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.

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 July 1, 2009, by and between _____ (herein after "Employer") and IUPAT District Council 16 (hereinafter "The Union"), represented in the affected geographical area 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. All other terms and provisions of the Northern California Glaziers Master Agreement shall apply.

This Area Addendum to the Northern California Glaziers Master Agreement shall only apply to Glazing Contractors signatory to this Area Addendum performing covered work within Fresno, Inyo, Kern, King, 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.

RECEIVED
Department of Industrial Relations

OCT 6 2009

Dir. of Labor Statistics & Research
Chief's Office

ARTICLE 12, TRAVEL TIME AND SUBSISTENCE, SHALL BE AS FOLLOWS:

**ARTICLE 12
TRAVEL TIME & SUBSISTENCE**

***H* Section A. Travel Time**

1. Regular Employees of the Employers located in Alameda, Contra Costa, Lake, Marin, Mendocino, Monterey, Napa, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz, Sonoma and portions of Solano Counties who are required to jobsite report more than twenty-five (25) 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 twenty-five (25) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than twenty-five (25) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the twenty-five (25) miles. (Mileage and drive time is to be based on the latest version of Microsoft MapPoint). 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 jobsite to 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.

2. Regular Employees of the Employers located in Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Sierra, Siskiyou, portions of Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties in California who are required to jobsite report more than forty (40) 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 forty (40) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty (40) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the forty (40) miles. (Mileage and drive time is to be based on the latest version of Microsoft MapPoint). 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 jobsite to 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.
3. Regular Employees of the Employers located in Merced, Madera, Mariposa, Fresno, Kings, Tulare, Kern, San Luis Obispo, Mono and Inyo Counties 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 the latest version of Microsoft MapPoint). 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 jobsite to 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.

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 fifty-five dollars (\$55.00) per night, 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 Microsoft MapPoint in order to determine Travel Reimbursement and Fringe Benefits contributions. Microsoft MapPoint setting for Driving Speeds shall be; Interstate Highways – 65 mph, Limited Access Highways – 60 mph, Other Highways – 50 mph, Arterial Roads – 35 mph, Streets – 20 mph.

Travel Time Calculation Sheet (Formulas)

Employee Name	From:	Starting Address		
	To:	Destination Address		
		Minutes	Miles	Minutes Per Mile
Actual Commute (One Way)		(Enter minutes as per MapPoint)	(Enter miles as per MapPoint)	Calculation = (Minutes ÷ Miles)
Adjusted Commute (One Way)		Calculation = (Adjusted Commute Miles x Minutes Per Mile)	Calculation = (Actual Commute Miles – 25)	
Round Trip		Calculation = (Adjusted Commute Minutes x 2)	Calculation = (Adjusted Commute Miles x 2)	
Daily Travel Time/Mileage Reimbursement:		Calculation = (Round Trip Minutes rounded to the nearest ¼ hour)	Calculation = (Round Trip Miles x \$0.505)	

Travel Time Calculation Sheet (Example)

John Doe	From:	123 Any Street, San Francisco, CA		
	To:	456 Main Street, Fremont, CA		
		Minutes	Miles	Minutes Per Mile
Actual Commute (One Way)		52.00	36.70	1.42
Adjusted Commute (One Way)		16.61	11.70	
Round Trip		33.22	23.40	
Daily Travel Time/Mileage Reimbursement:		2/4	\$11.82	

ARTICLE 13, COMMUTING, REIMBURSEMENT, PARKING EXPENSES AND OTHER EXPENSES, SHALL BE AS FOLLOWS:

**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 bonafide receipts, if available.

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 bonafide 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. When ever possible, the employees are encouraged to car pool to the jobsite.

(c) 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.

(d) 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 a vehicle is also considered working time, but there shall be no premium pay for riding during overtime hours.

(e) Driving an Employer's 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.