

DEPARTMENT OF INDUSTRIAL RELATIONS  
Office of the Director - Research Unit  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, CA 94102

MAILING ADDRESS:  
P. O. Box 420603  
San Francisco, CA 94142-0603



## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**GLAZIER**

IN

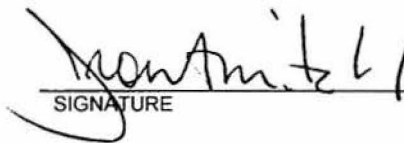
Imperial and San Diego Counties

Memorandum of Agreement to the  
San Diego Area Glaziers & Architectural Metal Labor Agreement  
Effective October 1, 2011 through September 30, 2016

The current Master Labor Agreement shall be extended through September 30, 2017.

\*Please note that the Southern California, Arizona, Colorado and Southern Nevada Glaziers, Architectural Metal and Glass Workers Pension Trust Fund shall increase at the same percentage as the hourly wage increases.

Painters and Allied Trades  
District Council 36

 Paul Amick Bus. mgr.  
SIGNATURE TITLE

12/15/14  
DATE

Tower Glass, Inc.

 Randy A. Sins Sec/COO  
SIGNATURE TITLE

12/9/14  
DATE

200-1399-1

**SAN DIEGO AREA**  
**GLAZIERS & ARCHITECTURAL METAL**  
**LABOR AGREEMENT**

BETWEEN

<<COMPANY>>

AND

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 OR ANY DESIGNATED SUCCESSOR  
LOCAL UNION

OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2016

**RECEIVED**  
Department of Industrial Relations

JAN 27 2012

Div. of Labor Statistics & Research  
Chief's Office

- 1.4 A shop or Employer's plant, for the purpose of this Agreement, shall be defined as any location of the Employer's work at the shop or plant where the Employer conducts any business covered by this Agreement including the existence of any inventory or where Employees regularly work or report in and out. A construction job site location for a specific job shall not be considered a principal place of business or a shop or a branch shop. To qualify as an Employer shop, the above conditions must be met.
- 1.5 In the event the Employer or any principal involved with the Employer establishes a branch of its business, or a subsidiary, or merges with, consolidates with, or acquires or establishes a separate business entity within the geographical jurisdiction of the Union, then the terms and conditions of this Agreement shall apply to such branch, subsidiary, merged, consolidated or acquired facility and/or business in the event it performs any work covered by this Agreement.

**ARTICLE VIII**  
**Travel Time Pay**

- 8.1 An Employee who is not using a company vehicle must report to the job and return to his residence without compensation for traveling expense or traveling time for travel to any job within seventy five (75) lineal miles of the Employer's shop. If the Employer has no shop as defined in Article 1.6, then mileage will be measured from First and Broadway, San Diego California. All mileage will be computed as miles on the shortest and most direct road, street or

highway beyond this area; an Employee will be compensated for traveling time and will be paid traveling expense at the prevailing IRS rate per mile, subject to notification by the Union. Both travel time and travel expenses are to be computed from the end of said seventy five (75) mile limit.

8.2 Travel time to be paid for at straight time.

8.3 In the event an Employee is required to travel in his own vehicle from one job site to another, he or she shall be paid travel expense for such travel.

**ARTICLE IX**  
**Out of Town Expenses**

9.1 On all out of town work, when an Employee is required to stay overnight, transportation and living expenses shall be paid for by the Employer, with a minimum of sixty dollars (\$60) to each Employee for each day to cover three (3) meals and lodging. In the event a round trip is required by Employer in one day, the Employee shall be paid continuous time. Each Employee receiving his or her individual expenses in advance, either direct or through his or her Foreman, shall have his or her time commence at the time of the departure for the job and the return trip to be made under the same conditions. When returning from an out of town job where it has been necessary to stay overnight the previous night, an Employee shall receive a maximum of six dollars (\$6) for breakfast and six dollars (\$6) for lunch. In the event his or her time of arrival at the shop is after 6.00 P.M., he or she shall receive payment of twelve dollars (\$12) for the dinner meal that evening. Employee is required to submit receipts for above meals.

**ARTICLE XIX**  
**General Conditions**

- 19.1 When an Employee is required by the performance of his or her duties to incur parking expenses because no free parking is provided in the immediate

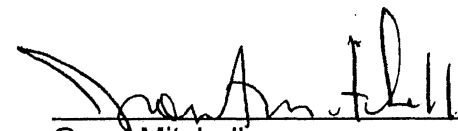
vicinity of a jobsite, the Employer shall pay for such reasonable parking expense incurred, provided the Employee submits a parking check stub establishing the actual cost of parking. Carpooling is to be utilized as much as possible.



**SAN DIEGO AREA  
GLAZIERS & ARCHITECTURAL METAL  
LABOR AGREEMENT  
OCTOBER 1, 2011 THROUGH SEPTEMBER 30, 2016**

**FOR THE UNION:**

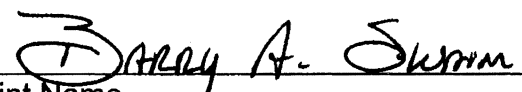
Painters and Allied Trades District Council 36

  
\_\_\_\_\_  
Grant Mitchell  
Business Manager, District Council 36

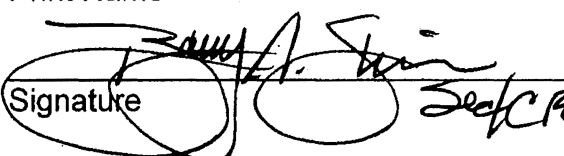
1/13/12  
\_\_\_\_\_  
Date

**FOR THE EMPLOYER:**

Tower Glass, Inc.

  
\_\_\_\_\_  
Print Name

Sec/CFO  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

1/4/12  
\_\_\_\_\_  
Date

Company Name: Tower Glass, Inc.

Address: 9570 Pathway St.

City, State and Zip Code: Santee, CA 92071

Email: bswaim@towerglass.com

Area Code and Telephone: (619) 596-6199

Worker's Compensation Insurance Number OLD REPUBLIC POLICY  
# A-1CW-986111-01

State Contractor's License Number 576476

Federal Employer Identification Number 33-0363001

State Employer Identification 37302262