# TRAVEL AND SUBSISTENCE PROVISIONS 

FOR

## CARPET, LINOLEUM, RESILIENT TILE LAYER

IN

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO ${ }^{\text {a }}$ GLENN, LASSEN ${ }^{a}$, MODOC, NEVADA, PLACER ${ }^{a}$, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAUS, SUTTER, TEHAMA, TRINITY, TOULUMNE, YOLO AND YUBA COUNTIES

## District Council 16

## Sacramento Area Addendum SEP 082015 <br> To The Northern California Floor Covering Master Agreementife of the Director-Research

This Area Addendum to the Northern California Floor Covering Master Agreement shall only apply to Employers signatory to this Area Addendum performing covered work within Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba Counties, with the exception of the Tahoe Basin and the portion of Solano County north of Midway Road.

Floor Covering Contractors signatory to this Area Addendum working within Alpine, Amador, Butte, Calaveras, Colusa, El Dorado, Glenn, Lassen, Modoc Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba Counties, with the exception of the Tahoe Basin and the portion of Solano County north of Midway Road, as defined above, shall have the following Articles and Sections amended as follows:

## Article 27 shall be amended to read as follows:

## 1. TRAVEL TIME:

Employees required to jobsite report more than forty-five (45) 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-five (45) miles from the point of dispatch to the jobsite and return. Employees reporting in their private vehicles to a jobsite more than forty-five (45) 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-five (45) miles. (Mileage and drive time is to be based on google maps, no 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 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. SUBSISTENCE:

(a) 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 forty five dollars (\$45.00) per day, in advance, on a separate check.
(b) Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
(c) Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.

## 3. TRAVEL TIME CALCULATION SHEET:

The following Travel Time Calculation Sheet shall be used in conjunction with Google Maps, no traffic in order to determine Travel Reimbursement and Fringe Benefits contributions. The 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 Google Map) | (Enter miles as per Google Map) | $\begin{gathered} \text { Calculation = } \\ \text { (Minutes } \div \text { Miles } \end{gathered}$ |
| Adjusted Commute (One Way) | Calculation $=$ <br> (Adjusted Commute Miles x <br> Minutes Per Miles) | Calculation $=$ (Actual Commute Miles - 45) |  |
| Round Trip | $\begin{gathered} \text { Calculation }= \\ \text { (Adjusted Commute Minutes x 2) } \end{gathered}$ | $\begin{gathered} \text { Calculation }= \\ \text { (Adjusted Commute Miles x 2) } \end{gathered}$ |  |
| Daily Travel Time/Mileage Reimbursement: | Calculation = <br> (Round Trip Minutes rounded to the nearest $1 / 4$ hour) | Calculation = <br> (Round Trip Miles x current IRS <br> Rate) |  |

Travel Time Calculation Sheet (Example)

| John Doe |  | From: 123 Any Street, San Francisco, CA |  |  |
| :--- | :---: | :---: | :---: | :---: |
|  |  | To: 456 Main Street, Fremont, CA |  | Minutes Per Mile |  |
|  |  | Miles | 1.23 |  |
| Actual Commute (One Way) | 74 | 60 |  |  |
| Adjusted Commute (One Way) | 18.45 | 15 |  |  |
| Round Trip | 36.90 | 30 |  |  |
| Daily Travel Time/Mileage <br> Reimbursement: | $2 / 4$ | $\$ 15.00$ |  |  |

Article 37, The following language shall be added:
All other terms and provisions of the Northern California Floor Covering Master Agreement shall apply. This addendum in no way effects the interpretation and/or application of any other Articles and/or Sections of the Northern California Floor Covering Master Agreement.

This Agreement is made and entered into this first day August 1, 2015, through July 31, 2018 by and between the Individual Employer signed below and District Council 16. By signing this Addendum the undersigned Employer understands and agrees to all of its provisions.

District Council 16


Business Representative

$\frac{\text { NFEC DiR }}{\text { Title }}$


# District Council 16 

International Union of Painters and Allied Trades

2705 Constitution Drive Luvermore. CA 9455:
Telephone (925) $245 \mathrm{~m} 1080 \cdot$ Fax (925) 245-1084

July 14,2014

High Performance High Value

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Carpet, Linoloum, Pestifent Floor Coyering 3 Sot The Luyers

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Paint Varnish \& Leegrer Makers

Sign, Pictorial 3 Oisplay Painters

Tom Heinzelmann
Executive Director
FCC/CCC
400 Reed Street
Santa Clara, CA 95052

RECEIVED
Department of Industrial Relations

Ke: Northem Califomia Floor Covering Master Agreement Holiday / DDO Schedule July 1, 2014 to June 30, 2015

Tom,
Due to the extenston of the Northern California Floor Covering Master Agrement for one year, wo have an extended Holiday / DDO Schedule for that tinte period. Please review the attached schedule and sign this letter of approval so that we can submit it to the DRR for positing.

If you have any questions, please do not besitate to call me up at (925) 245-1080.

Sincerely,


Les Protan
Director of Service
District Council 16


# District Council 16 

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| Adjusted Commute (One Way) | 18.45 | 36 |  |
| Round Trip | 36.90 | 30 | $\$ 15.00$ |

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This Agreement is made and entered into this first day September, 2011, by and between the Individual Employer signed below and District Council 16. By signing this Addendum the undersigned Employer understands and agrees to all of its provisions.

District Council 16

R.E.CUDDIE COMPANY Company
$\frac{10 / 06 / 2011}{\text { Date }}$


PRESIDENT
Title

