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



# TRAVEL AND SUBSISTENCE PROVISIONS

**FOR** 

**GLAZIER** 

IN

LOS ANGELES, ORANGE, RIVERSIDE, SAN BERNARDINO, SANTA BARBARA AND VENTURA COUNTY

### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is agreed to, by and between Painters and Allied Trades District Council 36 on behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 (the "Union") and the Southern California Glass Management Association (the "Association"). The Collective Bargaining Agreement dated January 1, 2014 through May 31, 2017 shall remain the same with the exception of the following terms and conditions contained in this MOU. Agreement is pending ratification by the bargaining unit.

# Article Two General Condition - Parking

Parking should be provided within five blocks of the jobsite. If no parking is available within the five blocks the employee will be compensated at his regular rate of pay for the time it takes to walk from the place of parking to the jobsite. When satellite parking is utilized the employee shall be compensated at his regular rate of pay for all time spent traveling to and from the satellite parking location.

7/28/17 DP Duration of Agreement June 1, 2017 through May 31, 2020

Agreed and signed by the Parties,

Date: 7/31/17 Date: 7/28/17

Mark Baralett DPule Ex. Dir.

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## ARTICLE TWENTY-FIVE TRAVEL-TIME PAY

**Section 1.** The rate of pay for travel time shall be based on the employee's straight time hourly wage rate.

**Section 2.** The rate of pay for travel time for the employee driving a company vehicle, shall be the employee's normal hourly rate, or applicable overtime rate except as provided in Section 3 below.

#### Section 3.

- (a) The Employer shall have the right to direct where an employee shall start and conclude his workday. In the exercise of this right, the Employer may permit the employee to start and conclude the workday at the Employer's place of business. If the Employer provides transportation for employees reporting to the job site, including the driver, from his place of business to the job site, and at the option of the employee he elects to use such transportation instead of reporting to the job site, his work day shall start and conclude at the job site.
- (b) An employee, who is directed to report to the Employers place of business, shall be paid in accordance with Section 1 or Section 2 for all travel which ensues until the end of his workday.

**Section 4.** If an employee performs any work en route to or departing from the Employer's place of business, he shall be paid for such travel at the Employee's applicable hourly rate of pay.

#### ARTICLE TWENTY-SIX TRAVEL EXPENSE

**Section 1.** An Employee must report to the job and return to his residence without compensation for traveling expense for travel to any job within the jurisdiction of Local Union No. 636. The Employee agrees to carry only the following company equipment: Drill, cord, hard hat and suction cup.

**Section 2.** Any Employee traveling to perform a duty for his Employer at distances which are unreasonable or beyond the jurisdiction of this Local Union, shall be paid for all reasonable expenses in addition to his wages.

**Section 3.** In the event an employee is required to travel in his own vehicle from one job site to another, he shall be paid at the established Federal Government standard mileage rate per mile. (Note: If the Federal Government does away with the allowable Standard Mileage Rate, then the applicable rate will be Thirty-one and one-half Cents (\$0.31.5) per mile.)

#### ARTICLE TWENTY-SEVEN OUT-OF-TOWN EXPENSE

**Section 1.** On all out-of-town work, when the employee is required to stay overnight, transportation or travel and living expense shall be paid for by the Employer, with a minimum of sixty (\$60.00) dollars to each employee for each day, to cover three (3) meals and lodging.

In the event a round trip is made in one (1) day, the employee shall be paid continuous time. Each employee receiving his individual expense in advance, either direct or through his Foreman, shall have his time commence at the time of the departure for the job 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 Six Dollars and Fifty Cents (\$6.50) for breakfast, Six Dollars and Fifty Cents (\$6.50) for lunch and Twelve Dollars (\$12.00) for dinner. In the event employee works a full eight (8) hour day on the day of departure, the employee shall receive payment of Twelve Dollars (\$12.00) for the dinner meal that evening.