

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit

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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

CARPET, LINOLEUM, RESILIENT TILE LAYER (ALL SHIFTS)
MATERIAL HANDLER (ALL SHIFTS)

IN

INYO, LOS ANGELES, KERN, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES



Painters & Allied Trades
District Council 36

200-1247-1

2016 through April 30, 2019

effective May 1,

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Department of Industrial Relations

JUL 29 2016

Office of the Director-Research

**MEMORANDUM OF UNDERSTANDING
BETWEEN
FLOOR COVERING ASSOCIATION OF SOUTHERN CALIFORNIA, INC.
AND
PAINTERS & ALLIED TRADES DISTRICT COUNCIL 36
OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO-
CLC
ON BEHALF OF RESILIENT FLOOR DECORATIVE COVERING LOCAL UNION 1247
EFFECTIVE MAY 1, 2016 THROUGH APRIL 30, 2019**

Article VIII Wages, Section 7:

"Amount of Expenses and Subsistence. Workers will be reimbursed for reasonable expenses **when required to be out of town**, including rooms that are verified by receipts for normal expenses not covered by the minimum daily allowance. Workers shall not be paid a daily subsistence if room and meals are supplied to the worker, which are acceptable to the worker with not more than two (2) workers per room. Workers shall be paid a minimum of ~~forty-five~~ **fifty** dollars (~~\$45~~ **\$50**) per day for meals in advance ~~upon request~~, on all out-of-town jobs. Workers on out-of-town jobs shall also be paid Travel Reimbursement as defined in this Agreement to and from the job site ~~at the beginning and end of the job.~~

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Office of the Director-Research

MASTER LABOR AGREEMENT
AS AMENDED

RECEIVED
Department of Industrial Relations

Between

DEC 17 2013

Office of the Director-Research

FLOOR COVERING ASSOCIATION OF
SOUTHERN CALIFORNIA, INC.

And

PAINTERS AND ALLIED TRADES DISTRICT COUNCIL NO. 36
OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED
TRADES AFL-CIO-CLC
ON BEHALF OF
RESILIENT FLOOR AND DECORATIVE COVERING
LOCAL UNION NO. 1247

2013 - 2016

Section 6. Other Expenses Reimbursed Weekly. Workers shall be reimbursed weekly for authorized expenses such as telephone calls, parking and other incidental expenses.

Section 7. Amount of Expenses and Subsistence. Workers will be reimbursed for reasonable expenses, including rooms that are verified by receipts for normal expenses not covered by the minimum daily allowance. Workers shall not be paid a daily subsistence if room and meals are supplied to the worker, which are acceptable to the worker with not more than two (2) workers per room. Workers shall be paid a minimum of forty-five dollars (\$45) per day for meals, in advance upon request, on all out-of-town jobs. Workers on out-of-town jobs shall also be paid Travel Reimbursement as defined in this Agreement to and from the job site at the beginning and end of the job.

ARTICLE IX -TRAVEL REIMBURSEMENT

Section 1. Travel Reimbursement from Employer's Shop. When a worker is instructed to report to the shop first, the worker shall receive Travel Reimbursement for time spent traveling from the shop to job, job to job and job to shop at a rate equivalent to the worker's basic straight-time hourly wage rate for each hour, or part thereof, so spent. Workers driving their own vehicles shall also receive additional Travel Reimbursement, calculated at the Internal Revenue approved rate per mile driving from shop to the job, from the job to job and from the job to shop. Travel Reimbursement is not pay for hours worked for any purposes whatsoever, including but not limited to pay for hours worked under Appendix A of this Agreement.

Section 2. Travel Reimbursement. When a worker is instructed to report directly to the job from home, Travel Reimbursement shall be paid according to the following schedule, if the job is beyond the thirty mile radius from the Employer's shop:

0-30 Miles	\$0.00 per day
31-40 Miles	15.00 per day
41-60 Miles	35.00 per day
61- 120 Miles	60.00 per day

On jobs over 120 mile radius, Travel Reimbursement shall be paid at the Internal Revenue Service (IRS) approved rate per mile with no free zone.

When an employee is required to travel from shop to job, job to job, or job to shop, this time shall be compensated as hours worked. In addition, if an employee is driving his own vehicle, he shall be compensated for all miles driven from job to job or job to shop at the prevailing IRS approved rate per mile.

Section 3. Limitation on Travel Reimbursement. Workers shall not be required to travel more than twelve (12) hours in a twenty-four (24) hour period.

Section 4. Transportation of Passengers. Employers shall not require a worker to transport passengers in a vehicle owned by a worker.

Section 5. Jobs Outside the County of the Employer's Shop. This section shall apply to new direct hires from the out-of-work list when the Union is notified before dispatching. When an Employer performs work under this Agreement at a job site located in a county other than the county in which an Employer's business establishment is located, such Employer may elect as to those workers working on such job who reside in a county other than the county in which the Employer's business is located, to use the local Building Trades Council office in the job site county as the center point from which to compute Travel Reimbursement, instead of computing Travel Reimbursement for such workers from the Employer's business establishment.

Section 6. When Employer's Business is Outside the Geographical Scope of this Agreement. If an Employer's established place of business is outside the geographical scope of this Agreement and the Employer does work within the geographical scope of this Agreement, Local Union No. 1247's Union Hall will be the Employer's center point for calculating Travel Reimbursement. When the job site is not in Los Angeles County, the Building and Construction Trades Council Office in the job site county shall be the Employer's center point for all Travel Reimbursement.