

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit

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## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PAINTER:

BRUSH, SPRAY AND PAPERHANGER;

SANDBLASTER, WATERBLASTER, STEAMCLEANER;

EXOTIC MATERIALS, LEAD ABATEMENT; INDUSTRIAL PAINTER,

METALIZING AND THERMAL SPRAY

IN

ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE,  
EL DORADO, GLENN, HUMBOLDT, LASSEN, MARIPOSA, MERCED, MODOC,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA,  
SIERRA, SISKIYOU, STANISLAUS, SUTTER, TEHAMA, TRINITY,  
TUOLUMNE, YOLO AND YUBA COUNTIES

200-X-1 (SAC AREA)  
(For Seq. 60,65,70)

AUG 15 2017

Office of the Director-Research

# District Council 16

## **Sacramento Area Addendum To The Northern California Painters Master Agreement**

This Sacramento Area Addendum to the Northern California Painters Master Agreement shall only apply to Employers signatory to this Area Addendum performing covered work within Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Lassen, Mariposa, Merced, Modoc, Nevada, Placer, Plumas, Sacramento, San Joaquin, Siskiyou, Shasta, Sierra, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties.

Painting Contractors signatory to this Area Addendum working within the counties as defined above, shall have the following Articles of the Northern California Painters Master Agreement amended to read as follows:

### **Article 1, Section 1, shall be amended as follows:**

This Sacramento Area Addendum is made and entered into this first day of August 2017, between the Painting & Decorating Contractors' Association of Sacramento or their Successor, thereof, and/or Individual Employers who are signatory or may become signatory to this Sacramento Area Addendum, and are actively engaged in the Painting Industry, hereinafter referred to as the "Employer" and District Council 16, hereinafter referred to as the "Union". This Agreement shall continue until July 31, 2020. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., August 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages or working conditions.

**Article 10. (Wages & Payment of Same), Section 16 (Travel Time), shall be amended as follows:**

**TRAVEL TIME** - Employees who report to a jobsite more than seventy-five (75) miles from the point of dispatch (Union dispatch Office, employee's home or individual employer's shop) as determined by the individual Employer, shall receive their Taxable Net Wage Rate for all time spent traveling beyond seventy-five (75) miles from the point of dispatch to the jobsite and return.

Employees reporting in their private vehicles to a jobsite more than seventy-five (75) miles from the point of dispatch, shall also receive mileage at the current IRS rate per mile for all miles traveled outside of the seventy-five (75) miles. (Mileage and drive time is to be based on Google Maps without traffic latest available version.) 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 being required to report 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.

- (a) The following Travel Time Calculation Sheet shall be used in conjunction with Google Maps without traffic in order to determine Travel Time Reimbursement. Google Maps without traffic 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 Maps)	(Enter miles as per Google Maps)	Calculation = (Minutes ÷ Miles)
Adjusted Commute (One Way)		Calculation = (Adjusted Commute Miles x Minutes Per Mile)	Calculation = (Actual Commute Miles – 75)	
Round Trip		Calculation = (Adjusted Commute Minutes x 2)	Calculation = (Adjusted Commute Miles x 2)	
Daily Travel Time/Mileage Reimbursement:		Calculation = Taxable Net Wage Rate/60 X Adjusted Commute Minutes)	Calculation = (Round Trip Miles x Current IRS Mileage Reimbursement Rate)	
Total Daily Reimbursement		Calculation = Daily Travel Time Reimbursement + Daily Mileage Reimbursement		

**Article 10. (Wages & Payment of Same), Section 18 (Show Up Pay), shall be amended as follows:**

**SHOW UP PAY** - Unless given notice individually within five (5) hours after their regular shift, that their services are not required the following regular work day, all employees reporting for work, shop or job site at their regular starting time shall be paid four (4) hours pay, except when weather, natural conditions, or emergency situation beyond the control of the Employer prohibits the Employer from proceeding with work that day. As a condition to being entitled to receive pay under this Section, the employee must have his current telephone number and address on file with the Employer. The prior notice to the employee provided for in this Section may be given in person, writing, by telephone or voice mail. Employees shall not report to any shop earlier than thirty (30)

minutes or to any job earlier than twenty (20) minutes before starting time. These provisions shall apply only to work within seventy-five (75) miles from the point of dispatch. Reporting to work on jobs beyond seventy-five (75) miles from the point of dispatch shall be in accordance with the provisions of "Travel Time" heretofore defined.

RECEIVED  
Department of Industrial Relations

JUL 24 2017

200-X-1

Office of the Director-Research

**ARTICLE 1  
DURATION**

**Section 1.** This Agreement is made and entered into this first day of July 2017 between the Northern California Painting and Finishing Contractors Association or their Successor, thereof, and/or Individual Employers who are signatory or may become signatory to this Agreement, and are actively engaged in the Painting Industry, hereinafter referred to as the "Employer" and District Council 16, hereinafter referred to as the "Union". This Agreement shall continue until June 30, 2020. Thereafter, this Agreement shall continue from year to year, commencing as of 12:01 a.m., July 1st, unless notice is given by one of the bargaining parties of its desire to effect changes in hours, wages or working conditions.

**Section 15. SUBSISTENCE** - If one employee is required to live away from his or her place of residence, said employee shall be paid one hundred dollars (\$100.00) per day, for room and board or actual room and board cost, whichever is greater. In addition, they shall receive the current rate of pay and fringe benefits for all hours worked.

- (a) Round trip airfare, mileage, or transportation shall be provided by the Employer on all jobs in which subsistence is required.
- (b) Employees shall receive Travel Time, from the point of dispatch to the jobsite and return, on all jobs in which subsistence is required.