STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISIONS

FOR

PARKING AND HIGHWAY IMPROVEMENT (STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)

IN

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

23-102-6

LABORERS' MASTER

PARKING AND HIGHWAY IMPROVEMENT

AGREEMENT

(STRIPING, SLURRY AND SEAL COAT OPERATIONS)

2003 - 2006

BETWEEN

ASSOCIATED GENERAL

CONTRACTORS OF CALIFORNIA, INC.

AND

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

AND ITS AFFILLIATED LOCAL UNION NO. 1184

RECEIVED
Department of Industrial Relations

AUG 0 1 2003

Div. of Labor Statistics & Research
Chief's Office

deemed to satisfy all of the requirements for treatment as a qualified collective bargaining agreement.

C. Drinking Water

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and adequate toilet facilities in accordance with California State Law.

D. Signing of Documents

Workers and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Contractor.

ARTICLE XV

TRAVEL, SUBSISTENCE AND SHOW UP PAY

A. Travel Time.

1. The Contractor shall pay the employee at the employee's appropriate classification wage rate with full contributions to the Trust Funds for all hours worked or paid for travel from the permanent yard to the jobsite; from jobsite to jobsite; and from the jobsite to the permanent yard.

2. On pure travel days where employees are provided subsistence or overnight room and board, all hours the first day preparing for (including yard work, loading) and traveling to the jobsite, and all hours the last day closing down the job (including loading) and traveling to the permanent yard, shall be paid at the employee's appropriate classification rate contained in this Agreement with full contributions to the Trust Funds for all hours worked or paid. The provisions of Article X A (2) shall apply for all hours worked or paid over eight hours per day or worked on the sixth or seventh day.

3. An employee who is not qualified and/or not requested to drive or ride in a Contractor's vehicle may be instructed to report to the first jobsite of the day on the employee's own time and without pay, provided that the jobsite is located within a radius of seventy-five (75) miles from the Contractor's permanent yard. If the jobsite is located outside the seventy-five (75) mile radius, the employee must be notified to report to the Contractor's permanent yard, at which time the employee's shift begins. If the Contractor does not notify the employee to report to the permanent yard and the employee drives to the jobsite located outside the seventy-five (75) mile radius, the employee shall be paid the

appropriate wage rate with full fringe benefit contributions, together with mileage reimbursement at the I.R.S. approved rate, for such travel.

No employee shall be required to use his own vehicle to drive from jobsite to jobsite.

B. Subsistence.

1. Subsistence shall be paid at the rate of sixty dollars ($60.00) per scheduled workday when the employee actually stays overnight near the jobsite. There shall be no prorating of subsistence.

2. In lieu of subsistence pay, the Contractor may provide and maintain acceptable room and board on or near the project for each overnight stay required to complete the job in compliance with California State Laws.

If this section is in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay subsistence in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this section.

C. Show Up Time. Employees who report for work at a temporary yard as well as at a permanent yard, and for whom no work is provided, shall receive a minimum of two (2) hours work payable at the regular rate of pay, plus benefits. Employees shall be considered as having been ordered to work if, after checking with the Designated Dispatcher, the Designated Dispatcher failed to notify the Employee not to report to work. An employee who reports for work and is dispatched to a jobsite shall receive not less than four (4) hours work payable at the regular rate of pay, plus benefits; and if more than four (4) hours are worked in any one day, shall receive his regular rate of pay and benefits for his actual hours worked. New employees on their first day of work shall be paid for their actual hours worked. Neither the Contractor nor Employee will devise or put into operation any scheme, whether herein enumerated or not, to obtain an unwarranted benefit from the terms of this paragraph.

If this section is in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay show up time in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this section.