



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TERRAZZO WORKER AND FINISHER

IN

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

OCT 08 2013

Office of the Director-Research

**AGREEMENT TO EXTEND TERRAZZO WORKER
AND TERRAZZO FINISHER AGREEMENT**

Tile, Marble and Terrazzo Local No. 18 of California, affiliated with the International Union of Bricklayers and Allied Craftworkers, AFL-CIO, and the undersigned Independent Terrazzo Contractor hereby agree to extend in force and effect their Terrazzo Worker and Terrazzo Finisher Agreement that most recently expired at the end of August 31, 2011 (hereinafter "the Prior Agreement"), on the following terms:

All of the terms and conditions of the Prior Agreement that were in effect on August 31, 2011 shall remain in full force and effect throughout the duration of this Extension Agreement, which shall be from September 1, 2011 through August 31, 2015, inclusive, except that (1) the wages and benefits payable, and the other economic terms applicable, under this Extension Agreement shall be those set forth in the attached Wage and Benefit Appendix, rather than those set forth in the Prior Agreement or in any appendix, exhibit or attachment to the Prior Agreement, and (2) the wages and benefits payable, and the other economic terms applicable, under this Extension Agreement shall not take effect until the execution of this Extension Agreement, that is, they shall not be retroactive back to September 1, 2011.

The foregoing is so stipulated and agreed between the undersigned parties, whose undersigned representatives have full authority to bind their respective party.

INDEPENDENT TERRAZZO CONTRACTOR:

MIKE PAYNE & ASSOCIATES, INC.
Name of Firm

624448 DENISE PAYNE
C-15 License No. and Name of License Holder

33370 MISSION TRAIL
Street Address of Firm 951. 674. 8377

54 FARMERS INSURANCE
Workers Compensation Insurance Carrier

WILDOMAR - CA-92595
City Zip Code Telephone No.

HCC SURETY
Bonding Co.

By: Denise Payne

DENISE PAYNE
Print Name

PRESIDENT
Title

01. 14. 2013
Date of Execution

TILE, MARBLE AND TERRAZZO LOCAL NO. 18:

By: *[Signature]*

Regio Puerto Jr
Print Name

Title

1/14/13
Date of Execution

ARTICLE VII

**Payment of Wages, Travel,
Expenses, and Subsistence**

Section 3. (a) The following amounts shall be paid to cover transportation expenses, subsistence, and travel time. These expenses shall be shown as such on the pay check stub.

(b) The Contractor shall reimburse the employees for parking expenses where free parking is not provided or readily available to the job.

(c) Transportation expenses, subsistence, and travel time shall be paid to each worker covered by this Agreement who has to travel beyond an 80 mile driving distance between the worker's residence and the job site, as measured by using www.mapquest.com.

(d) When jobs are beyond the 80 mile distance, the Contractor is to furnish room and board (equivalent to Triple A (AAA) lodgings) or a subsistence allowance of \$60.00 per day for each day worked, and \$60.00 per day for Saturdays, Sundays and holidays on jobs continuing over such Saturdays, Sundays and holidays. Commencing on September 1, 2008, these amounts shall increase to \$70.00 per day. The subsistence allowance shall not be due in advance but shall be paid by a negotiable check, in full up to within (5) days, on the regular pay day and be distributed on the job by 4:00pm, Friday of the same week.

(e) When jobs are beyond the 80 mile distance, it is necessary to pay only one round trip fare to each job or a section thereof. Actual traveling time to the job is to be paid when the job starts, and return from the job when the worker has completed his or her services upon it, or section thereof. Where common carrier transportation - rail, boat, plane or bus - is furnished by the Contractor, then the worker shall be paid for actual travel time not to exceed eight (8) hours in any twenty-four (24) hour period, at the straight time wage rate. Where the Contractor permits an employee to travel in the employee's own vehicle, the Contractor shall reimburse the employee for travel

expenses at the IRS business mileage reimbursement rate then in effect, which is currently 48.5 cents (\$0.485) per mile, in addition to actual travel time not to exceed eight (8) hours in any twenty-four (24) hour period, at the straight time wage rate.

(f) When jobs are located in remote or resort places where additional expense may be encountered, the Contractor shall furnish room and board or the expense allowance shall be increased to cover the additional expense.

(g) The same rate of travel pay shall apply regardless of the means of transportation used by the employees.

(h) The Contractor shall give three (3) days advance notice to the Union of all out-of-town jobs, except in emergency cases.