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

MARBLE FINISHER TILE FINISHER TILE LAYER

IN

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

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Department of Industrial Relations

JUL 03 2017

Office of the Director-Research

TILE LAYER, TILE FINISHER & MARBLE FINISHER AGREEMENT

July 1, 2017 - May 31, 2020

This Agreement is entered into this first day of July 2017, by and between the Associated Tile Contractors of Southern California (hereinafter "ATC" or "Contractor") and Bricklayers and Allied Craftworkers Local No. 4, California (hereinafter "Union") and covers all work performed by members of the Tile Layer Craft and the Tile and Marble Finisher Crafts as provided in Article III. The former union signatory to the Tile Layer, Tile Finisher, and Marble Finisher Agreement, Tile, Marble and Terrazzo Local No. 18 of California of the International Union of Bricklayers and Allied Craftworkers, merged into Local No. 4 effective June 1, 2016. Local No. 4 is the successor to Local No. 18, including but not limited to for the purposes of this Agreement.

Section 2.

THE FOLLOWING PROVISIONS SHALL BE IN EFFECT FROM JULY 1, 2017 TO 11:59 P.M., PACIFIC TIME, ON MAY 31, 2018, WHEN THEY SHALL EXPIRE AND BE REPLACED BY THE PROVISIONS SET FORTH BELOW:

- (a) The following amounts shall be paid to cover expense and subsistence with City Hall in Los Angeles being used as the measuring point. These expenses shall be shown as such on the pay check stub.
- (b) The Contractor shall reimburse the employee for parking expenses incurred in congested areas where free parking is not provided or readily available to the job.
- (c) When jobs are beyond the 90 miles as measured by MapQuest, Contractors may choose between furnishing room and board (equivalent to Triple A (AAA) lodgings) or paying a subsistence allowance. Where the Contractor elects to pay a subsistence allowance, the Contractor shall pay \$80.00 per day for each day worked, and \$80.00 per day for on jobs continuing over such Saturdays, Sundays and holidays, where the Contractor elects to have the employee remain overnight in the vicinity of the job site; the Contractor shall pay \$25.00 per day for each day worked to each employee who commutes in his or her own vehicle between the employee's home and the job site, where the Contractor elects to have employees commute to the job site.
- (d) 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.
- (e) When jobs are beyond 90 miles as measured by MapQuest, 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 a worker has completed his services upon it or section thereof. When common carrier transportation,

"rail, boat, plane or bus," is furnished by the Contractor, then the worker shall be paid not to exceed eight (8) hours travel time at straight time out of each twenty-four (24) hours.

- (f) The same rate of pay and travel pay shall apply, regardless of the means of transportation used by the employees.
- (g) The driving distance for purposes of the payment of subsistence and expenses shall be determined by measuring from the location of the job to the measuring point within the county (or, in the case of Los Angeles county, the sub-county area) in which the employee in question resides. All such measurements shall be made utilizing "mapquest" or other similar internet mapping service. The measuring point for Los Angeles County, other than for employees who reside in the Antelope Valley, shall be Los Angeles City Hall. The measuring point for employees who reside in the Antelope Valley shall be the main post office in the City of Lancaster. The measuring point for Orange County shall be the City Hall in the City of Santa Ana. The measuring point for Ventura County shall be the City Hall in the City of Ventura. The measuring point for San Bernardino and Riverside Counties shall be the intersection of 3rd and Arrowhead Streets in San Bernardino. In all other counties, the county seat shall be used as the measuring point.

THE FOLLOWING PROVISIONS SHALL TAKE EFFECT AT 11:59 P.M., PACIFIC TIME, ON MAY 31, 2018, AND REMAIN IN EFFECT THROUGH THE REMAINDER OF THIS AGREEMENT:

- (a) The following amounts shall be paid to cover expense and subsistence with the employee's primary residence being used as the measuring point. These expenses shall be shown as such on the pay check stub.
- (b) The Contractor shall reimburse the employee for parking expenses incurred in congested areas where free parking is not provided or readily available to the job.
- (c) When jobs are beyond 90 miles as measured by MapQuest, Contractors shall pay a subsistence allowance of \$90.00 per day for each day worked and \$90.00 per day for Saturdays, Sundays and holidays on jobs continuing over such Saturdays, Sundays and holidays.
- (d) The driving distance for purposes of the payment of subsistence and expenses shall be determined by measuring from the location of the job to the location of the employee's primary residence. All such measurements shall be made utilizing "mapquest" or other similar internet mapping service.