

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
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November 4, 2024

**IMPORTANT NOTICE TO AWARDING BODIES AND ALL INTERESTED PARTIES
REGARDING A CORRECTION TO
THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

Dear Public Official/Other Interested Parties:

CRAFT: Parking and Highway Improvement (Striping, slurry & seal coat operations-Laborer)

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

DETERMINATION: SC-23-102-6-2024-1

For the craft/classification of Parking and Highway Improvement (Striping, slurry & seal coat operations-Laborer), the Journeyman Classifications Non-Driver Travel Time Hourly Rates were incorrectly published.

The Journeyman Classifications Non-Driver Travel Time Hourly Rates should read as follows:

GROUP	EFFECTIVE 7/01/2024	NON-DRIVER TRAVEL TIME HOURLY RATE*
GROUP 1	\$46.65	\$31.10
GROUP 2	\$47.95	\$31.97
GROUP 3	\$49.96	\$33.31
GROUP 4	\$51.70	\$34.47

Attached are the correct travel and subsistence provisions.

With the exception of this correction, all of the wage rates and other conditions found in the above-referenced determinations remain unchanged.

TRAVEL AND SUBSISTENCE PROVISIONS

CRAFT/CLASSIFICATION

Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations-Laborer)

ID

23-102-6

LOCALITY

Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, and Ventura Counties

TRAVEL AND SUBSISTENCE

CLASSIFICATIONS AND HOURLY WAGE RATES:

GROUP	EFFECTIVE 7/01/2024	NON-DRIVER TRAVEL TIME HOURLY RATE*
GROUP 1	\$46.65	\$31.10
GROUP 2	\$47.95	\$31.97
GROUP 3	\$49.96	\$33.31
GROUP 4	\$51.70	\$34.47

*Travel Time Rates shall be paid only for work within the scope of Article 15, Section A.1.b. All Travel Time Hours will be paid at one and one-half (1 ½) times the Travel Time Hourly Rate

MEMORANDUM OF AGREEMENT TO PARKING AND HIGHWAY IMPROVEMENT AGREEMENT RE: TRAVEL TIME WAGE RATES FOR APPRENTICES

The United Contractors, and the Southern California District Council of Laborers and its affiliated Local 1184 are parties to 2022-2026 Laborers Master Parking and Highway Improvement Agreement (Striping, Slurry and Seal Coat Operations), and agree as follows:

The parties recognize that under the Master Parking and Highway Improvement Agreement, apprentices who are not qualified and/or not requested to drive a Contractor vehicle may report to the Contractor's permanent yard and travel in the Contractor's vehicles to the first jobsite and return to the Contractor's permanent yard, or temporary facility, including lodging, designated by the Contractor, and will be paid the Travel Time Hourly Rate of pay with full contributions to the Trust Funds for such travel time based on their apprentice period hourly rate. Travel time shall not be considered hours worked within the provisions of Article 10 (A)(2), which shall not apply.

All apprentice Travel Time Hours will be paid at one and one-half (1 1/2) times the apprentice Travel Time Hourly Rate at the appropriate period

Effective: July 1, 2023

Period	Hours	Percentage	Straight-Time Hourly Rate	Travel Time Hourly Rate
1 st period	1-800 hours	60% less \$0.55 per hour	\$27.90	\$20.15
2 nd period	801-1800 hours	70% less \$0.55 per hour	\$32.64	\$21.76
3 rd period	1801-2800 hours	75%	\$35.56	\$23.71
4 th period	2801-3800	80%	\$37.93	\$25.29

ARTICLE 15

TRAVEL, SUBSISTENCE AND SHOW UP PAY

A. Travel Time.

1. a. Driver

The Contractor shall pay the employee driving a Contractor's vehicle 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, or temporary facility, including lodging, designated by the Contractor, to the jobsite; from jobsite to jobsite; and from the jobsite to the permanent yard, or temporary facility, including lodging, designated by the Contractor.

b. Non-Drivers

Employees who are not qualified and/or not requested to drive a Contractor vehicle may report to the Contractor's permanent yard and travel in the Contractor's vehicles to the first jobsite and return to the Contractor's permanent yard, or temporary facility, including lodging, designated by the Contractor, and will be paid the Travel Time Hourly Rate of pay with full contributions to the Trust Funds for such travel time. Travel time shall not be considered hours worked within the provisions of Article 10 (A) (2), which shall not apply.

c. Distribution of Driver Duties

The Contractor shall assign driver duties to employees qualified with the proper licenses to drive the Contractor's vehicles, on an equitable basis, so that all such employees obtain comparable hours performing such driver duties on a monthly basis.

2. On pure travel days where employees (drivers and nondrivers) 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 10 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 or is located within seventy-five (75) miles from the employee's home. If the jobsite is located outside the seventy-five (75) mile radius outlined above, the employee must be notified that he may, at the employee's option report to the Contractor's permanent yard, at which time the employee's shift begins. No employee will be required to report to any place other than the Contractor's permanent yard or the first job site of the day as a means of circumventing the provisions of this Paragraph. A violation of this reporting location provision will require the Contractor to pay employees for all hours spent traveling, no matter the distance traveled, from the employee's home, at the employee's full wage rate with full fringe benefit contributions, together with mileage reimbursement at the I.R.S. approved rate. If the Contractor does not notify the employee that he may 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 non-travel time 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 one hundred and seventy-five dollars (\$175.00) 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' provided the Contractor pays \$50.00 per day for meals to the employee.

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, including employees that are eligible for subsistence pay, 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. During periods of inclement weather, the employee shall call the designated job number provided to him for instructions concerning reporting to job site. 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.

Employees who actually stay overnight near the jobsite and for whom no work is provided due to inclement weather or due to project cancellation shall receive a minimum of two (2) hours work payable at the regular rate of pay, including benefits for each scheduled work day the employee is required to stay overnight.

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.