STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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TRAVEL AND SUBSISTENCE PROVISION

FOR

TUNNEL WORKER (LABORER)
(ALL CLASSIFICATIONS)

IN

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

MEMORANDUM OF AGREEMENT

By and between

Southern California District Council of Laborers

And

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

Changes from the 2003-2006 Tunnel Master Agreement

RECEIVED
Department of Industrial Relations
JAN 31 2007
Div. of Labor Statistics & Research
Chief's Office

Additions reflected in bold underline, ~~Strikeout items indicate deletions~~

done outside the normal shift hours, and notifies the appropriate Local Union of the Union by certified mail at least three (3) days prior to the start of such special shift, the individual employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. The straight time rate for such special shift shall be two dollars and fifty cents ($2.50) per hour above the appropriate straight time wage otherwise specified in this Agreement. Any work performed on Saturday and Sunday shall be paid as outlined herein at the applicable overtime rate of pay.

SECTION 17(2) - PARKING

A. In the event free parking facilities are not available within a reasonable distance of the jobsite, the individual employer will provide such parking facilities and the individual employer shall have the right to designate parking areas to be used.

Where, because of congested parking conditions, it is necessary to use public parking facilities the individual employer shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (to a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the individual employer shall transport the employees to and from the place where the work is being performed and such transporting shall be one-half (2) on the individual employer's time.

B. Any employees such as flagmen shall be furnished adequate relief for the use of toilet facilities.

SECTION 18 - RECOGNIZED HOLIDAYS

The following days are recognized as holidays:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving
Labor Day	Christmas Day

If any of the above holidays falls on Sunday, the Monday following shall be considered a holiday.

At such a time as Federal Laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

SECTION 19 - GUNITE

When Gunite work is sublet, the subcontractor shall be signatory to, and comply with all of the terms and conditions contained in that

Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

SECTION 33 - EMPLOYEES NOT TO BE DISCHARGED FOR RECOGNIZING AUTHORIZED PICKET LINES

No employee covered hereby may be discharged by an individual employer for refusing to cross a primary picket line established by an international union affiliated with the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the Local Building and Construction Trades Council having jurisdiction over the area in which the job is located after the individual employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the individual employer involved at his last known address. This Section shall not apply to jurisdictional disputes.

SECTION 34 - SUBSISTENCE

1. In the subsistence area, as herein defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars ($30.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

2. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

3. No subsistence need be furnished or paid in the following instances:

(a) When the work performed on the job or project is located within the free zone designated in Exhibit "A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid projects is located within sixty (60) road miles of the job or project which is located in the subsistence area.

(c) When the work performed on the job or project is located within fifty (50) road miles of the City Hall of Bishop, California.

4. Subsistence shall be paid at the rate of thirty-two dollars ($32.00) per scheduled workday in the Counties of Inyo and Mono including Trona designated in Exhibit "A".

5. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richarson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island

San Nicholas Island Santa Rosa Island
Santa Catalina Island Anacapa Island

(1) Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

6. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

SECTION 35 - COMPENSATION FOR TRAVEL WITHIN TUNNEL

A. The individual employer shall pay employees covered by this Agreement working within the tunnel, adits, or shafts, on a portal to portal basis as follows: The hours of employment of such employee shall commence at the portal of the tunnel, adit or shaft at which he is directed by the individual employer to report for work on his shift and shall end at such portal.

B. If a change house is located more than one thousand, two hundred, fifty (1,250) feet from a portal, adit or shaft, then the time of work shall start, for pay purposes, at the change house.

SECTION 36 - CHANGE OF NAME OR STYLE

A. This Agreement is binding upon each individual employer regardless of whether or not he or it changes the name or type or address of his or its business. Each individual employer shall give notice in writing to said District Council of any intent to change the name, type, or address of his or its business, or to perform business under more than one name or type or at more than one address, prior to the adoption of a new or different name, type, or address, or the addition of new names or types or addresses, as specified herein.

B. Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

SECTION 37 - WAGE RATES

There is attached hereto, and by this reference made a part hereof, Appendix "A", containing the wage rates to be paid in the various classifications for work performed under the terms of this Agreement.

SECTION 38 - EFFECTIVE & TERMINATION DATE

The term of this Agreement is July 1, 2003, to June 30, 2006, and from year to year thereafter unless either the Union or the Association give written notice received by the other not less than sixty (60) days prior to June 30, 2006, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.

SECTION 39 - PUBLIC WORKS PROJECTS