



TRAVEL AND SUBSISTENCE PROVISION

FOR

HORIZONTAL DIRECTIONAL DRILLING (LABORER)

IN

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

**LABORERS'
HORIZONTAL DIRECTIONAL DRILLING
AGREEMENT**

2015 - 2018

BETWEEN

**SOUTHERN CALIFORNIA CONTRACTORS
ASSOCIATION, INC.**

AND

**SOUTHERN CALIFORNIA DISTRICT COUNCIL
OF LABORERS**

**AND ITS AFFILLIATED LABORERS' LOCAL
UNION NO. 1184**

RECEIVED
Department of Industrial Relations

JUL 31 2015

Office of the Director-Research

H. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time en route and return. For offshore work, employees will receive travel pay at straight time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

ARTICLE 15

SUBSISTENCE

A. Subsistence.

1. Effective August 1, 2006, subsistence shall be paid at the rate of seventy-five dollars (\$75.00) 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 seven (7) days per week 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.

MEMORANDUM OF AGREEMENT
RE 2015-2018 LABORERS MASTER
HORIZONTAL DIRECTIONAL DRILL AGREEMENT (TRAVEL TIME) Office of the Director-Research

JUL 01 2016

The Southern California Contractors Association, Inc. and the Southern California District Council of Laborers and its affiliated Local Union 1184 are bound to the Laborers Master Horizontal Directional Drilling Agreement (HDD Agreement) and agree to follows:

A. Scope.

1. This Memorandum of Agreement shall apply to travel time for private work only. It does not apply to (a) work governed by prevailing wages under federal, state, or local law or regulations; (b) work funded in whole or part by a union trust fund; (c) work on a project covered by a Building Trades Project Labor Agreement; or (d) work on a project where the owner or developer requires contractors on the project to be signatory to a union agreement.

2. The terms of this Memorandum of Agreement apply only to travel time on days where the employee is compensated at full wages and fringe benefits under the HDD Agreement for at least eight hours of work on that day.

B. Effective Date.

This Memorandum of Agreement shall be effective July 4, 2016, and shall remain effective for the term of the current HDD Agreement.

C. Travel Time.

1. Payment of Travel Time Hourly Rates.

Travel Time hourly wage rates shall be paid to employees traveling directly to a private work jobsite whether they are traveling from the yard, another private work jobsite or a public work jobsite. Travel time hourly wage rates shall also be paid to employees traveling directly to the yard from a private work jobsite. Travel time described in this section shall not be considered hours worked within the provisions of Article X (A) (2) of the HDD Agreement, which shall not apply.

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 a private work 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 the HDD Agreement with full contributions to the Trust Funds for all hours worked or paid. The provisions of Article X A (2) shall apply.

3 The Contractor shall pay its monthly contributions to the Trust Funds accompanied by a fully completed and executed report form furnished by the Trust Funds. The Contractor shall list separately on the report form, or in a format otherwise directed by the Trust Funds, the number of hours that each employee was worked or paid at the travel time wage rate.

D. Travel Time Hourly Rates.

The following hourly wage rates shall apply to the following classifications for travel time covered by this Memorandum of Agreement:

Group 1	\$22.43
Group 2	\$22.55
Group 3	\$23.78
Group 4	\$25.11

All Travel Time Hours will be paid at one and one-half (1 ½) times the Travel Time Hourly Rates. Full Trust Fund contributions are due on all Travel Time Hourly Rates.

E. Except as expressly modified by this Memorandum of Agreement, the terms of the HDD Agreement shall apply.

**Southern California Contractors
Association, Inc.**

By: 

Date: 6/20/16

**Southern California District Council of
Laborers**

By: 

Date: 6-27-16

Laborers Local 1184

By: 

Date: 6/17/2016