STATE OF CALIFORNIA EDMUND G. BROWN, JR., *Governor*
DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

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 UNDERSTANDING

By and Between

Associated General Contractors of California, Inc.,

And

Southern California District Council of Laborers

This Memorandum of Understanding entered into this **26th** day of **August**, **2015**, provides the terms and conditions for a new Laborers Tunnel Master Agreement covering the eleven (11) Southern California Counties by and between the Union, the Southern California District Council of Laborers and its Affiliate Local Unions, and the Associated General Contractors of California, Inc., and its Individual Employers, effective July 1, 2015 through June 30, 2018, and provides the following modifications to the terms and conditions of the 2012-2015 Laborers Tunnel Master Agreement:

RECEIVED
By Office of the Director - Research Unit at 2:45 pm, Jul 31, 2012

MEMORANDUM OF AGREEMENT

By and Between

Associated General Contractors of California, Inc.,

And

Southern California District Council of Laborers

Changes from the 2009-2012 Tunnel Master Agreement

1. **Term of Agreement**

   All dates to conform with a three (3) year Agreement effective July 1, 2012 thru June 30, 2015.

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

AND

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

Changes from the 2006-2009 Master Tunnel Agreement
Covering Eleven Southern California Counties

RECEIVED
Department of Industrial Relations

JUL 31 2009

Div. of Labor Statistics & Research
Chief's Office

The Southern California District Council of Laborers and the Associated General Contractors of California, Inc., have entered into a new Tunnel Master Agreement for Southern California covering Eleven Southern California Counties. The changes from the 2006-2009 Tunnel Master Agreement are as follows:

1. Term of Agreement

All dates to conform with three (3) year agreement effective July 1, 2009 through June 30, 2012.

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.

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.