

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

**PARKING AND HIGHWAY IMPROVEMENT
(STRIPING, SLURRY AND SEAL COAT OPERATIONS-LABORER)**

IN

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

LABORERS' MASTER PARKING AND HIGHWAY IMPROVEMENT AGREEMENT
(STRIPING, SLURRY AND SEAL COAT OPERATIONS)

This Agreement made and entered into this 1st day of July, 2015 by and between the Southern California Contractors Association, Inc., on behalf of its respective eligible members, hereinafter referred to as the Contractors; and, the Southern California District Council of Laborers affiliated with the Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated Laborers' Local Union No. 1184, which have jurisdiction over the work covered by this Agreement, hereinafter referred to as the Union.

Department of Industrial Relations

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2015 - 2018

JUL 31 2015

Parking & Highway Improvement-SCCA

Office of the Director-Research

ARTICLE 10

A.

2. All time worked in excess of eight (8) consecutive hours, or all time worked in excess of forty (40) hours per week, and all time worked on the sixth and seventh day of the workweek shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the straight-time rate.

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 non-drivers) 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 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 for each overnight stay required to complete the job 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.

<u>Effective August 1, 2015</u>	<u>Hourly Rate</u>	<u>Non-Driver Travel Time Hourly Rate†</u>
<u>GROUP 1</u>	\$33.76	\$22.51

Protective Coating, Pavement Sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts, playgrounds, and tracks, whether indoor or outdoor; installation of carstops; operation of all related machinery and equipment; handling of related materials. Traffic Control Person & Serviceman; including work of installing and protecting utility covers, traffic delineating devices, posting of no parking and notifications for public convenience; Asphalt Repair; Equipment Repair Technician, performs major repairs on all equipment and machinery used by the contractor for the jobsite; Truncated Dome Assistant, loads and unloads detectable warning devices/truncated domes and all related materials, prepares and cleans up site, sets up tools, places detectable warning devices/truncated domes and related materials; re-measures all dome measurements and makes basic cuts;; Decorative Asphalt Surfacing Applicator Assistant for the installation of preformed thermoplastic material and/or pattern-imprinted or stamped asphalt or any other material used in lieu of paint; used primarily for properties including but not limited to intersections, parking areas, streets, highways and walkways

<u>GROUP 2</u>	\$35.06	\$23.37
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Traffic Surface Abrasive Blaster, Pot Tender, removal of all traffic stripes, pavement markings, and pavement markers by any method (sandblasting, water blasting, any water filtration system

equipment used by a water blaster, shot blast, grinding, etc.), and preparation of surfaces prior to application of striping materials and pavement markers. Repairing and filling of cracks and surface cleaning on streets, highways, and airports by any means, and other work not directly connected with the application of slurry seal. Slurry Seal Squeegeeman (finisher); Bob Cat/Skid Steer; Forklift; Traffic Control Person/Certified Traffic Control Person; controlling and directing traffic through both conventional and moving lane closures, including flagging and pilot car operations; including operation of all related machinery and equipment; handling of related materials

GROUP 3

\$37.07

\$24.71

Traffic Delineating Device Applicator; Locate and apply raised and recessed pavement markers, (includes operator of recess cut machine), install traffic signs, rumble and traffic bars, adhesives, guide markers (glue down and drive-in types), and other delineating devices. Traffic Protective System Installer; installs, removes, and relocates roadside and parking area barricades, fencing, cable anchors, guard rail, reference signs, and monument markers. Pavement Markings Applicator; locate and apply markings (words, arrows, cross walks, etc.) utilizing all coatings materials (paints, thermoplastics, tapes, epoxies, etc.); Slurry Seal Applicator Operator (Line Driver-including self-contained distribution units); Shuttleman (loader/slurry machine operations); operation of all related machinery and equipment; handling of related materials; Truncated Dome Technician, places, cuts (including making radius and final cuts),

positions, edges, and performs all preparation and other work in support of detectable warning devices/truncated domes according to federal and state standards. Certified in dome installation; Decorative Asphalt Surfacing Applicator for the installation of preformed thermoplastic material and/or pattern-imprinted or stamped asphalt or any other material used in lieu of paint, and the operation of all related machinery and equipment.

GROUP 4

\$38.81

\$25.87

Traffic Striping Applicator; Layout, alignment, and installation of all Striping and delineation, utilizing all Coatings materials and products (paints, thermoplastics, tapes, epoxies, etc.), skilled in all aspects of the layout, installation, and removal of the overall striping and delineating operations. Slurry Seal Mixer Operator; Power Broom Sweeper; operation of all related Machinery and equipment; Handling of related materials

† 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 (1½) times the Travel Time Hourly Rate

RECEIVED 23-102-6

By Office of the Director - Research Unit at 3:56 pm, Feb 02, 2016

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

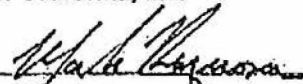
The Associated General Contractors, Inc., and the Southern California District Council of Laborers and its affiliated Local 1184 are parties to the 2015-2018 Laborers Master Parking and Highway Improvement Agreement (Striping, Slurry and Seal Coat Operations), and agree as follows:

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 (1½) times the apprentice Travel Time Hourly Rate at the appropriate period.

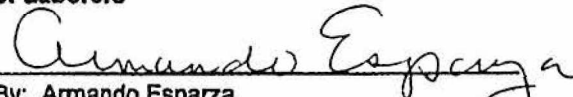
Period	Hours	Percentage	Straight-Time Hourly Rate	Travel Time Hourly Rate
1st period	1 – 800 hours	60% less \$0.55 per hour	\$21.69	\$14.46
2nd period	801 – 1800 hours	70% less \$0.55 per hour	\$26.40	\$16.93
3rd period	1801 – 2800 hours	75%	\$27.80	\$18.53
4th period	2801 – 3800 hours	80%	\$29.66	\$19.77

**Associated General Contractors
of California, Inc.**


By: Mark Reynosa

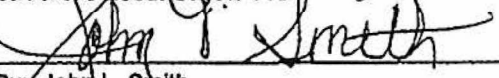
1-29-16
Date

**Southern California District Council
of Laborers**


By: Armando Esparza

1-29-16
Date

Laborers Local Union 1184


By: John L. Smith

1/29/16
Date