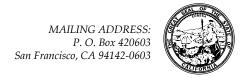
DEPARTMENT OF INDUSTRIAL RELATIONS Office of the Director – Research Unit 455 Golden Gate Avenue, 9<sup>th</sup> Floor San Francisco, CA 94102



# TRAVEL AND SUBSISTENCE PROVISIONS

# **FOR**

# **SLURRY SEAL WORKER (LABORER)**

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MARIN, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO, AND YUBA COUNTIES.



Affiliated with the Laborers' International Union of North America

Business Manager Oscar De La Torre Secretary-Treasurer
David Gorgas

President
Doyle Radford

Vice President Victor Parra Sergeant at Arms Carlos Bedolla

**Executive Board Members** 

Fernando Estrada | Jeff Hayes | Randy LeMoine

Auditors

Enrique Arguello | James Hammond | Ramon Hernandez

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Department of Industrial Relations

FEB 0 1 2018

Office of the Line Gior-Research

Laborers' Local 67 8400 Enterprise Way Suite 119 Oakland, CA 94621

Laborers' Local 73 3984 Cherokee Road Stockton, CA 95215

Laborers' Local 185 1320 National Drive Sacramento, CA 95834

Laborers' Local 261 3271 - 18th Street San Francisco, CA 94110

> Laborers' Local 270 509 Emory Street San Jose, CA 95110

Laborers' Local 294 5431 East Hedges Fresno, CA 93727

Laborers' Local 304 29475 Mission Blvd Hayward, CA 94544

Laborers' Local 324 611 Berrellesa Street Martinez, CA 94553

Laborers' Local 886 8400 Enterprise Way Suite 110 Oakland, CA 94621

Laborers' Local 1130 PO Box 3448 Modesto, CA 95353 February 1, 2018

Christine Baker, Director Department of Industrial Relations 1515 Clay Street, 17th Floor Oakland, CA 94612

RE: Slurry Seal Laborers

Dear Director Baker:

I am forwarding to you, for immediate posting, the executed 2018-2021 Side Letter to the Laborers' Master Agreement Regarding Slurry Seal. This is an extension of the 2014-2019 Side Letter.

Should you have any questions regarding this matter, please do not hesitate to contact me at (925) 998-1868.

Respectfully,

David Thomas lasa

David Thomas
Contract Compliance Officer

DAT:asa opeiu29 (afl-cio)

**Enclosure** 

CC:

Jose Mejia, Director, California State Council of Laborers

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NCDCL 4780 Chabot Drive Suite 200 Pleasanton, CA 94588 P 925-469-6800 F 925-469-6900 NCDCLABORERS.ORG





Affiliated with the Laborers' International Union of North America

Business Manager Oscar De La Torre Secretary-Treasurer David Gorgas President Doyle Radford Vice President Sam Robinson Sergeant at Arms Carlos Bedolla

Executive Board Members
Fernando Estrada | Randy LeMoine | Victor Parra

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## **Side Letter of Agreement**

#### **Regarding Slurry Seal**

- 1. This agreement is entered into this <u>22<sup>nd</sup></u> day of <u>February</u>, 2018 between the Employer, American Pavement Systems; Graham Contractors, Inc.; Pavement Coatings Co.; and Sierra Nevada Construction; and the Union, the Northern California District Council of Laborers and its affiliated Local Unions.
- 2. This agreement is a side letter to the Laborers' Master Agreement for Northern California (2014-2019) negotiated between the Union and the Association of Construction Employers. This agreement is coterminous with the Laborers' Master Agreement. By executing this Side Letter, the Employer agrees that it is bound by the terms of that Laborers' Master Agreement for its term and any extensions thereof and/or modifications thereto. Either party may, upon written notice, reopen the agreement on each anniversary for purposes of negotiating the economics for the slurry seal classification.
- 3. This Side Letter of Agreement covers all of the Employer's slurry seal operations in all of the classifications set forth below. In addition, the Employer may assign other scopes of work to and create additional classifications for the Laborers.

**Wage Rates** 

Mixer Operator Shuttle/Line Driver Squeegee/Sealer Utility Maintenance Man

For the Employers:

American Pavement Systems

By:

Date:

Laborers' Master Agreement (2014-2019), including its provisions for termination and reopeners.

Term of the Agreement: The term of this agreement shall be the same as that of the

Sierra Nevada Construction, Inc.

Date:



Affiliated with the Laborers' International Union of North America

**Business Manager** Oscar De La Torre

Secretary-Treasurer **David Gorgas** 

President Doyle Radford Vice President Victor Parra

Sergeant at Arms Carlos Bedolla

**Executive Board Members** 

Fernando Estrada | Jeff Hayes | Randy LeMoine

**Auditors** 

Enrique Arguello | James Hammond | Ramon Hernandez

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Laborers' Local 886 8400 Enterprise Way Suite 110 Oakland, CA 94621

Laborers' Local 1130 PO Box 3448 Modesto, CA 95353 VIA EMAIL: MROBBINS@DIR.CA.GOV/FIRST CLASS MAIL

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AUG 17 2016

of the Director-Research

August 15, 2016

Maria Robbins Department of Industrial Relations Office of Policy, Research and Legislation 1515 Clay Street, 17th Floor Oakland, CA 94612

RE: Slurry Seal

Dear Ms. Robbins:

Enclosed please find the fully executed Slurry Seal Agreement. Should you have any questions, please contact our office.

Sincerely,

**David Thomas** 

Contract Compliance Officer

DAT:asa

opeiu29 (afl-cio)

Enclosure

CC: David Mar - Office of Policy, Research and Legislation (OPRL)

Jose Mejia - Laborers Legislative Director

#### NCDCL

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Affiliated with the Laborers' International Union of North America

Business Manager Oscar De La Torre Secretary-Treasurer David Gorgas President
Doyle Radford

Vice President
Victor Parra

Sergeant at Arms
Carlos Bedolla

**Executive Board Members** 

Fernando Estrada | Jeff Hayes | Randy LeMoine

Auditors
Enrique Arguello | James Hammond | Ramon Hernandez

# Side Letter of Agreement Regarding Slurry Seal

1.	This agreement is entered into this	day of			_, 2016 be	tween the
<b>Employ</b>	/er,	_, and the	Union,	the	Northern	California
District	Council of Laborers and its affiliated L	ocal Unions	<b>3.</b>			

- 2. This agreement is a side letter to the Laborers' Master Agreement for Northern California (2014-2019) negotiated between the Union and the Association of Construction Employers. This agreement is coterminous with the Laborers' Master Agreement. By executing this Side Letter, the Employer agrees that it is bound by the terms of that Laborers' Master Agreement for its term and any extensions thereof and/or modifications thereto. Either party may, upon written notice, reopen the agreement on each anniversary for purposes of negotiating the economics for the slurry seal classification.
- 3. This Side Letter of Agreement covers all of the Employer's slurry seal operations in all of the classifications set forth below. In addition, the Employer may assign other scopes of work to and create  $\varepsilon$

Laborers' Local 67 840 Enterprise Way Suite 119 Oakland, CA 94621

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Laborers' Local 886 8400 Enterprise Way Suite 110 Oakland, CA 94621

Laborers' Local 1130 PO Box 3448 Modesto, CA 95353

Wage Rates
Utility-Maintenance Man\*
Shuttle/Line Driver/Squeegee
Sealer/Mixer Operator

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NCDCL Slurry Seal Side Letter 2016 :asa:opeiu29(afl-cio)





Affiliated with the Laborers' International Union of North America

cleanup; advance notification, posting, and notifying.

between wages and fringe benefits at the Union's discretion.

Business Manager Oscar De La Torre

For the Employers:

Secretary-Treasurer
David Gorgas

President Doyle Radford

\* The Employer may utilize the Utility Maintenance Man to perform traffic control

functions solely in connection with its slurry seal operations at the Utility-Maintenance

Man rate for the compensation set forth herein. The Utility-Maintenance Man performs

the following scopes of work relating to traffic control: street closure setup; pilot

operations; flagging tab; tab removal; utility covering and uncovering; miscellaneous

\*\* All increases from the Laborers' Master Agreement 2014-2019, to be allocated

Vice President Victor Parra Sergeant at Arms Carlos Badolla

Everytive Board Mem

Executive Board Members
Fernando Estrada | Jeff Hayes | Randy LeMoine

Auditors
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Laborers<sup>2</sup> Local 294 5431 East Hedges Fresno, CA 93727

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NCDCL 4780 Chabot Drive Suite 200 Pleasanton, CA 94588 P 925-469-6800 F 925-469-6900 NCDCLABORERS.ORG 8. Term of the Agreement: The term of this agreement shall be the same as that of the Laborers' Master Agreement (2014-2019), including its provisions for termination and reopeners.

American Pavement Systems
By: Different of
Date: 9/12/16
Graham Contractors, Inc.
By James Change
Date: 8/9/10
Pavement Coatings Co.
By: Colon
Date: 8/11/16
bate. 6/1/10
Sierra Nevalla Construction, Inc.
By:
Date: 2/9/1/

For the Union:

Northern California District Council of Laborers

Oscar De La Torre, Business Manager

Date: 8/15/16

NCDCL Slurry Seal Side Letter 2016 :asa:opeiu29(afl-cio)



## FINAL - 1/22/18 AGC-NCDCL

## 2018-2023

# AGC/LABORERS' MASTER AGREEMENT FOR NORTHERN CALIFORNIA

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this <u>22<sup>nd</sup></u> day of <u>January, 2018</u>, extends the current Laborers Master Agreement for Northern California by and between the Union, the Northern California District Council of Laborers and its Affiliate Local Unions, and the Employer, the Associated General Contractors of California, Inc. and its Individual Employers, through June 30, 2023, and provides the following modifications to the terms and conditions of the 2014-2019 AGC/Laborers Master Agreement:

36

## CORRECTED MEMORANDUM OF UNDERSTANDING

## **AMENDING AND CORRECTING PAGE 15 OF 15**

It hereby agreed by and between the parties, for the Employer, the Associated General Contractors of California, Inc., and for the Union, the Northern California District Council of Laborers, that the Memorandum of Understanding between the Employer and the Union entered into the 22<sup>nd</sup> day of January 2018 was and shall be effective as of that date, January 22, 2018. All other terms and conditions shall remain the same.

NORTHERN CALIFORNIA DISTRICT	
COUNCIL OF LABORERS	DATE:
Dudilian.	1-22-18
Oscar De La Torre, Business Manager	
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.	DATE:
Rom	1-22-18
Bill Koponen, Syblon-Reid	1.22.18
Darren Leary, Hensel Phelps Const. Co.	
Mark Reynosa, NGO California	1/22/2018

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Department of Industrial Relations

FEB 14 2018

Office of the Director-Research



## TENTATIVE SETTLEMENT AGREEMENT

2014-2019

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Department of Industrial Relations

AGC/LABORERS' MASTER AGREEMENT FOR NORTHERN CALIFORNIA

JAN 3 0 2014

MEMORANDUM OF UNDERSTANDING

Office of the Uneclor-Research

This Memorandum of Understanding entered into this 18<sup>th</sup> day of December, 2013, extends the current Laborers Master Agreement for Northern California by and between the Union, the Northern California District Council of Laborers and its Affiliate Local Unions, and the Employer, the Associated General Contractors of California, Inc. and its Individual Employers, through June 30, 2019, and provides the following modifications to the terms and conditions of the 2012-2015 AGC/Laborers Master Agreement:

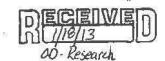
# NORTHERN CALIFORNIA

# AGC/LABORERS MASTER AGREEMENT

2012 - 2015

THIS AGREEMENT, made and entered into this 25th day of June 2012, and effective the 1st day of July, 2012 through June 30, 2015, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., herein after referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; March 5, 1986; November 21, 1988; May 17, 1992; June 14, 1996; May 5, 1999; October 22, 2001, April 21, 2006 and July 1, 2010 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.





# 2012 - 2015 Laberers Agreement Page 24

# Section 20B Parking

In the event free parking facilities are not available within five (5) blocks of a job site, 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 will 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 is 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 (at 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 (½) on the Individual Employer's time and one-half (½) on the employee's time.



# **SUPPLEMENT NO. 2**

# GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK INCLUDING ALL PLACING, FINISHING AND PATCHING OF SHOTCRETE OR GUNITE

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.



Page 41

#### Travel from Jurisdiction of One Area to Another Area:

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

## Travel, Driving and Out of Town Expense Allowance:

On projects sixty (60) miles or more by the shortest and most direct regularly traveled route from the main office or permanently established area office of the individual employer, such employer shall provide each employee transportation either physically or by paying the cost of such transportation. If the employer chooses to pay the cost of such transportation the cost shall be determined at the rate of forty (\$0.40) cents per mile for each mile in excess of sixty (60) miles. Additionally the employee will be compensated at rate of one-half (½) of his straight time wage rate both to and from the job less seventy-five (75) minutes each way.

Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the employer's regularly established shop or yard to a jobsite shall be compensated at a rate of fifteen dollars and ninety-three cents (\$15.93) per hour. Any employee who is a passenger in and not directly responsible for the control of a company vehicle is deemed to be in the vehicle voluntarily and is not subject to compensation other than discussed above. Employees assigned company vehicles will not be compensated for travel to and from the project to their homes unless it is in excess of sixty (60) miles from the regularly established shop or yard.

Travel & Driving time is not subject to Section 28 (Fringe Benefits).

Employees required to stay out of town will be compensated at the rate of sixty dollars (\$60.00) per day for each night the employee is at the project location. If an employee arrives on a project on Monday and returns to his home on Friday he/she would be compensated for four (4) night's subsistence. At the employer's option on continuing projects the employee may be paid subsistence through the weekend or pay the travel to and from the project for every weekend that the employee return to such project. If the employer pays for the lodging the employee will be compensated at the rate of twenty dollars (\$20.00) per day for food and other out of town expenses.



# SUPPLEMENT NO. 6

## ZONE PAY

Zone Pay at three dollars (\$3.00) per hour will be added to the base hourly wage rate for work performed outside the Free Zone described by the following boundaries along Township and Range lines.

For purposes of calculating overtime, the Zone Pay hourly rate shall be either one and one-half (1 1/2) times the straight time hourly Zone Pay rate or double (2x) times the straight time hourly Zone Pay rate in accordance with Section 20A (Overtime Rates, Hours and Working Conditions) in the Agreement.

## MAP DESCRIPTION FOR AREA FREE ZONE.

The following is a description based upon township and Area free zones for all of Northern California within the following lines:

- 1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
- 2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
- Thence Southerly to the Southwest corner of Township 20S, Range 6E, 3.
- Thence Easterly to the Northwest corner of Township 21S, Range 7E, 4.
- Thence Southerly to the Southwest corner of Township 21S, Range 7E, 5.
- Thence Easterly to the Northwest corner of Township 22S, Range 9E, 6.
- Thence Southerly to the Southwest corner of Township 22S, Range 9E, 7.
- Thence Easterly to the Northwest comer of Township 23S, Range 10E, 8.
- 9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
- 10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
- Thence Northerly to the Northeast corner of Township 20S, Range 31E, 11.
- 12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
- 13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
- 14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
- Thence Northerly to the Northeast corner of Township 13S, Range 28E,
- 15.
- Thence Westerly to the Southeast corner of Township 12S, Range 27E, 16.
- 17. Thence Northerly to the Northeast corner of Township 12S, Range 27E.
- 18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
- 19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
- 20. Thence Westerly to the Southeast corner of Township 10S, Range 25E.
- Thence Northerly to the Northeast corner of Township 9S, Range 25E, 21.
- Thence Westerly to the Southeast corner of Township 8S, Range 24E, 22.
- 23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
- Thence Westerly to the Southeast corner of Township 7S, Range 23E, 24.
- 25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
- 26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
- 27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
- 28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
- 29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
- 30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
- Thence Northerly to the Northeast corner of Township 3N, Range 18E, 31.
- 32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
- 33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,



Page 47

- 34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
- 35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
- Thence Westerly to the Southeast corner of Township 6N, Range 14E,
- 37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
- 38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
- Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
- 40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
- 41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
- 42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
- 43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
- 44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
- Thence Northerly to the Northeast corner of Township 22N, Range 8E,
- 46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
- 47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
- 48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
- 49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
- 50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
- Thence Northerly to the Northeast corner of Township 32N, Range 6E,
- 52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
- 53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
- 54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
- 55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
- 56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
- 57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
- 58. Thence Westerly to the Southeast corner of Township 39N, Range 2W.
- 59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
- 60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
- 61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
- 62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
- 63. Thence Northerly to the California/Oregon State Border,
- 64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
- 65. Thence Southerly to the Southwest corner of Township 43N, Range 8W.
- 66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
- 67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
- 68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
- 69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
- 70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
- 71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
- 72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
- 73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
- 74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
- 75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
- 76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
- 77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
- 78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
- 79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
- 80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
- 81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
- 82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
- 83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,



ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA

84. Thence Westerly to the Southeast corner of Township 17N, Range 12W, 85. Thence Northerly to the Northeast corner of Township 18N, Range 12W, 86. Thence Westerly to the Northwest comer of Township 18N, Range 15W, 87. Thence Southerly to the Southwest corner of Township 14N, Range 15W, 88. Thence Easterly to the Northwest corner of Township 13N, Range 14W, 89. Thence Southerly to the Southwest corner of Township 13N, Range 14W, 90. Thence Easterly to the Northwest corner of Township 12N, Range 13W, 91. Thence Southerly to the Southwest corner of Township 12N, Range 13W, 92. Thence Easterly to the Northwest corner to Township 11N, Range 12W, 93. Thence Southerly into the Pacific Ocean, and, 94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line, 95. Thence Easterly to the Northwest corner of Township 1S, Range 2E, 96. Thence Southerly to the Southwest comer of Township 2S, Range 2E, 97. Thence Easterly to the Northwest corner of Township 3S, Range 3E, 98. Thence Southerly to the Southwest corner of Township 5S, Range 3E, 99. Thence Easterly to the Southeast corner of Township 5S, Range 4E, 100. Thence Northerly to the Northeast corner of Township 4S, Range 4E, 101. Thence Westerly to the Southeast corner of Township 3S, Range 3E, 102. Thence Northerly to the Northeast corner of Township 5N, Range 3E, 103. Thence Easterly to the Southeast comer of Township 6N, Range 5E, 104. Thence Northerly to the Northeast corner of Township 7N, Range 5E, 105. Thence Westerly to the Southeast corner to Township 8N, Range 3E, 106. Thence Northerly to the Northeast corner of Township 9N, Range 3E, 107. Thence Westerly to the Southeast corner of Township 10N, Range 1E, 108. Thence Northerly to the Northeast corner of Township 13N, Range 1E, 109. Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines: 110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian, 111. Thence Easterly to the Southeast corner of Township 12N, Range 16E, 112. Thence Northerly to the Northeast corner of Township 12N, Range 16E. 113. Thence Westerly to the Southeast corner of Township 13N, Range 15E, 114. Thence Northerly to the Northeast corner of Township 13N, Range 15E, 115. Thence Westerly to the Southeast corner of Township 14N, Range 14E, 116. Thence Northerly to the Northeast corner of Township 16N, Range 14E, 117. Thence Westerly to the Northwest corner of Township 16N, Range 12E, 118. Thence Southerly to the Southwest comer of Township 16N, Range 12E, 119. Thence Westerly to the Northwest corner of Township 15N, Range 11E, 120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range

Zone Pay and map changes shall apply for work bid after June 26, 2006.

11E.

All areas other than free zones shall be subject to the payment of Zone Pay.

The Individual Employer shall not be required to pay Zone Pay to employees employed by an Individual Employer in a permanent yard or shop or plant and employees employed by an Individual Employer on residential construction projects (not camps); subdivisions; buildings of three (3) stories or less including utilities and site work related to these buildings; streets, roadways and utilities which are a part of a residential construction project.



## Zone Pay shall not be applicable within the city limits of the following cities or towns:

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabella, Tuolumne, Twain Harte, Woodlake or Yreka.

Zone Pay shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects.

No Zone Pay shall be paid on a job located within the right of way of a road or highway forming part of the boundary of the Zone Pay area.

If a road or highway forming part of the boundary of a Zone Pay Area is relocated, such relocated road or highway upon being officially opened shall form a part of the boundary of the Zone Pay Area in place of the old road.

When the work is to be performed in the Zone Pay Area, each employee employed to perform work covered by this Agreement shall receive the Zone Pay specified herein.

When the work to be performed is in the Free Zone, such employees shall not be entitled to receive Zone Pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the Zone Pay Area, he/she shall be entitled to be paid appropriate Zone Pay for all hours worked.



## **SUPPLEMENT NO. 7**

# SUPPLEMENT TO THE MASTER AGREEMENT REGARDING LABORERS WORK FOR THE CONCRETE SAWING, DRILLING, CORING AND BREAKING INDUSTRY

#### CLASSIFICATIONS/WAGE RATES PER HOUR:

#### **Construction Specialists:**

Chainsaw, Concrete Diamond Chainsaw, Diamond Drillers, Diamond Core Drillers, Multiple Unit Drills, High Scaler, Hydraulic Drills

#### Group 1:

Barko, Wacker and Similar Type Tampers, Concrete Sanders, Concrete Saw, Green Cutters, Jackhammer Operators, Pavement Breakers and Spaders, Power Tampers of all Types (except as shown in Group 2), Rotary Scariffer or Multiple Head, Concrete Chipping Scariffer, Roto and Ditch Witch

## Group 1(a)

Joy Drill, Gardener, Track Drillers Jack Leg Drillers, Wagon Drillers, Mechanical Drillers, Mechanical Pipe Layer, Blasters and Powderman, Tree Topper, Bit Grinder

## Group 1(c):

Burning and Welding in Connection with Laborer's Work

# CLASSIFICATIONS/WAGE RATES PER HOUR (cont.):

# Group 1(e): Bell Footings and Shafts, Deep Footings (Hole fifteen (15) feet or more in depth) Group 1(f): Aligner Helper-

# Group 2:

Contra Costa County

Concrete Chipping and Grinding, Drillers Helper, Chuck Tender, Nipper

## Group 3:

Construction Laborers, including Bridge Laborers and General Laborers, Flagperson

## **Group 4**

All final cleanup work, Cleaning & Washing Windows Brick Cleaners, Watchman, Material Cleaners

## TRAVEL & DRIVING TIME

TRAVEL RATES PER HOUR:

EFFECTIVE DATE	1/01/14	1/01/15	6/27/16	6/26/17	6/25/18
	\$17.91	\$18.16	\$18.66	\$18.91	\$19.16

- 1. Time and one-half the travel rate shall be paid on travel during work time after the employee has worked a total of forty (40) hours work in a week or eight (8) hours work in a day on prevailing wage project. Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the Individual Employer's regularly established shop or yard to a jobsite shall be compensated at the travel rate. No employee shall suffer a reduction in rate as a result of this agreement.
- 2. The employee's working time starts at the jobsite, yard or shop where he or she is required to report for work or begin driving a vehicle. Those who, as a matter of convenience, travel as passengers in company provided transportation shall not be paid travel time to the first site of employment or from the last site of employment during the workday. Employees assigned company vehicles that are provided primarily for the employee's convenience will be paid a driving stipend based on the travel rate for travel time spent driving in excess of sixty (60) miles to and from the first and last project in a workday where the project is located in excess of sixty (60) miles from the regularly established shop or yard.
- 3. Travel & Driving time is not subject to Section 28 (Fringe Benefits) in the Agreement except a set forth herein. However, an Individual Employer shall be required to contribute one hundred ten (110) hours to the Health & Welfare Trust Fund on behalf of an employee in any month where the employee's travel time work hours and non-travel work hours equal or exceed one hundred ten (110) hours for the month and the employee's non-travel time work hours are less than one hundred ten (110) hours. The Individual Employer will designate on the Trust Fund report form those hours which represent travel time work hours. (Example: Employee works ninety [90] non-travel time hours and twenty-five [25] travel time work hours in January. The Individual Employer will remit one hundred ten [110] hours of contributions to the Health & Welfare Trust Fund.) When an employee's non-travel time work hours for an Individual Employer in a given calendar year are not sufficient to earn a year of pension service credits, an Individual Employer will be required to contribute the additional hours an employee would need to earn a year of pension service credit where the employee's travel time and non-travel work hours would equal or exceed the number of hours necessary to earn a year of pension service credit. (Example: One thousand [1,000] hours are needed for a year of service credits. Employee works nine hundred [900] non-travel time hours and one hundred twenty-five [125] travel time hours in calendar year 2013. Individual Employer reports an additional one hundred (100) hours to the Pension Trust Fund for the month of December 2013 to enable an employee to earn a year of service credits.)