

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



**IMPORTANT NOTICE TO AWARDING BODIES & ALL INTERESTED PARTIES
REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS**

INTERIM DETERMINATION FOR THE CRAFT/CLASSIFICATION OF #ROOFER

Issue Date: June 12, 2015

Expiration Date of Determination: July 31, 2015* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after ten days after the expiration date if no subsequent determination is issued.

Locality: All localities within Mendocino County

This determination applies to projects advertised for bids on or after June 22, 2015. These rates supersede the Roofer wage rates issued in the following General Prevailing Wage Determination: MEN-2015-1

CLASSIFICATION (Journey person)	Employer Payments						Straight-time		Overtime Hourly Rate		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ Holiday	Training	Other Payments	Hours	Total Hourly Rate	Daily 1 ½X	Saturday 1 ½X	Sunday/ Holiday 2X
Roofer	\$31.55	8.14	5.23	3.51	0.55	0.44	8	49.42	65.19 ^b	65.19 ^{ab}	80.97
Roofer - Bitumastic, Enameler, Pipe Wrapper, Coal Tar Pitch Build-Up	\$33.55	8.14	5.23	3.51	0.55	0.44	8	51.42	68.19 ^b	68.19 ^{ab}	84.97
Roofer – Mastic Worker, Kettleman	\$31.80	8.14	5.23	3.51	0.55	0.44	8	49.67	65.57 ^b	65.57 ^{ab}	81.47

#Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 27, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>

^a Saturdays in the same work week may be worked at straight-time if job is shut down during the normal workweek due to inclement weather.

^b Rate applies to the first 4 daily overtime hours and the first 12 hours worked on Saturday. All other overtime is paid at the Sunday/Holiday rate.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in

Continued on next page

Interim Determination for Roofer in Mendocino County

Issued: June 12, 2015

Page 2

Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.



HOLIDAY PROVISIONS

FOR

ROOFER
(ALL CLASSIFICATIONS)

IN

MENDOCINO COUNTY

ROOFING INDUSTRY JOINT BOARDS AND COMMITTEES



1425 TREAT BOULEVARD, SUITE C
WALNUT CREEK, CALIFORNIA 94597
TELEPHONE: (925) 472-8880 FAX: (925) 472-0258



July 28, 2011

Department of Industrial Relations

AUG 01 2011

AUGUST 1, 2011 INCREASES – LOCAL 81 AREA
(Alameda, Contra Costa, Lake, Marin,
Mendocino, Napa, Solano and Sonoma Counties)

Div. of Labor Statistics & Research
Chief's Office

TO: All Roofing Contractors

The new (2011-2015) Working Agreement for the Local 81 area provides for a Journeyman increase of \$0.71 per hour effective August 1, 2011; a Journeyman increase of \$1.26 per hour effective August 1, 2012; a Journeyman increase of \$1.85 per hour effective August 1, 2013; and a Journeyman increase of \$1.50 per hour effective August 1, 2014. Each year, \$0.40 of the annual Journeyman increase shall be allocated to pension and the remaining balance shall be allocated at the discretion of the Local.

ASSOCIATED ROOFING
CONTRACTORS OF THE
BAY AREA COUNTIES, INC.

UNITED UNION OF ROOFERS,
WATERPROOFERS AND
ALLIED WORKERS, AFL-CIO

By: William D. Callahan
Executive Director

By: David Ziegler
Business Representative
Local Union No. 81

RECEIVED
Department of Industrial Relations

AUG 02 2010

Div. of Labor Statistics & Research
Chief's Office

AGREEMENT

The following modifications to the 2006-2010 Working Agreement between Associated Roofing Contractors of the Bay Area Counties, Inc. and Local Union No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, have been mutually agreed to, effective August 1, 2010:

1. A one-year Agreement, August 1, 2010 to July 31, 2011.

WORKING AGREEMENT

between

LOCAL NO. 81

of the

**UNITED UNION OF ROOFERS,
WATERPROOFERS AND ALLIED
WORKERS, AFL-CIO**

and

**ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.**

AUGUST 1, 2005 – JULY 31, 2010

RECEIVED
Department of Industrial Relations

DEC 26 2006

Div. of Labor Statistics & Research
Chief's Office

ARTICLE VIII
Holidays

Section 1. All Saturdays and Sundays shall be recognized Holidays, in addition to the following Legal Holidays recognized and observed within the area covered by this Agreement: New Year's Day, Presidents' Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.

Section 2. No overtime shall be worked on Saturday, Sunday or on the Holidays, including but not limited to Labor Day, specified in this Agreement except in cases of extreme emergency when, by mutual consent of both parties hereto, such emergency work is permitted, and in all cases where such necessary emergency work is permitted, the applicable overtime rate shall be paid.



SCOPE OF WORK PROVISIONS

FOR

ROOFER
(ALL CLASSIFICATIONS)

IN

MENDOCINO COUNTY



February 22, 2007

ADVISORY SCOPE OF WORK

Please note that this advisory scope of work does not apply for metal roofing systems work in the counties where we have issued prevailing wage rates for the Metal Roofing Systems Installer. Please refer to the statewide general prevailing wage determinations for the Metal Roofing Systems Installer on pages 2J to 2J-15.

ROOFING INDUSTRY JOINT BOARDS AND COMMITTEES



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By: *William D. Callahan*
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By: *David Ziegler*
Business Representative
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1. A one-year Agreement, August 1, 2010 to July 31, 2011.

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between

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**ASSOCIATED ROOFING CONTRACTORS
OF THE BAY AREA COUNTIES, INC.**

AUGUST 1, 2005 – JULY 31, 2010

RECEIVED
Department of Industrial Relations

DEC 26 2006

Div. of Labor Statistics & Research
Chief's Office

AGREEMENT

THIS AGREEMENT is entered into effective August 1, 2005 by and between the ASSOCIATED ROOFING CONTRACTORS OF THE BAY AREA COUNTIES, INC. (for and on behalf of its members who have authorized it or who subsequently authorize it to represent them in labor relations and those other firms who have executed authorizations or who subsequently execute authorizations for the Association to represent them in labor relations) and such other persons, firms or corporations as may become parties to this Agreement, and Local No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO.

ARTICLE I Scope of Work

1. Slate and Tile roofers shall include in their work jurisdiction the following work processes and types of materials:
 - All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing to make water-tight;
 - All tile where used for roofing of any size, shape or color, including flat or promenade tile, with necessary metal flashing to make water-tight;
 - All asbestos shingles where used for roofing of any size, shape or color, and in any manner laid, with necessary metal flashing to make water-tight;
 - All cementing in, on or around the said slate or tile roof;
 - All laying of felt or paper beneath the above-mentioned work;
 - All dressing, punching and cutting of all roof slate or tile;
 - All operation of slate cutting or punching machinery;
 - All substitute material taking the place of slate or tile, as asbestos slate or tile, cement or composition tile, shingles of composition and wood and metal tile;
 - All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.
2. Composition roofers shall include in their work jurisdiction the following work processes and types of materials:
 - All forms of plastic, slate, slag, gravel or rock roofing, including all types of aggregates, blocks, bricks, stones or pavers used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs, or roofs of similar construction where the insulation is laid over the roof membrane;
 - All kinds of asphalt and composition roofing and waterproofing;

- All base flashings, curb flashings, and counter flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces;
 - All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, lath, roof cement and reinforcements, caulking and sealants;
 - All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing;
 - All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing and/or waterproofing;
 - All rock asphalt and composition roofing;
 - All rock asphalt mastic when used for damp and waterproofing;
 - All prepared paper roofing;
 - All mineral surfaced roofing, including 90 lb. and SIS, whether nailed, mopped with bitumen, or applied with mastic or adhesive;
 - All compressed paper, chemically prepared paper and burlap when used for roofing, or damp and waterproofing purposes, with or without coating;
 - All substrates used on the roof deck for fireproofing or any materials used as a support or nailing surface for the roofing system over the deck;
 - All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of any structure;
 - All damp course, sheeting or coating on all foundation work;
 - All epoxy injection work;
 - All tarred floors;
 - All waterproofing of shower pans and/or stalls;
 - All laying of tile or brick, when laid in pitch, tar, asphalt, mastic, marmolite, or any form of bitumen;
 - All forms of insulation used as part of or in connection with roofing, waterproofing or dampproofing;
 - All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulations wherever such composite insulations are used as an integral thermal insulating component of the roofing system;
 - All forms of protection boards, walkway pads and roof treads used in composition roofing or waterproofing to protect the membrane from damage;
 - All types of coatings, toppings and finishes used on the roof surfaces;
 - All types of aggregates, stones, bricks, blocks or pavers used as a ballast or protection for composition and Inverted Roof Membrane Assembly (IRMA) roofs.
3. Metal roofers shall include in their work jurisdiction the following work processes and types of materials:
- All forms of metal roofing systems,
 - whether consisting of protected or unprotected metal of any and all types, including but not limited to:
 - Galvanized steel
 - Aluminized steel
 - Galvalume®
 - Tin
 - Terne metal
 - Terne-coated stainless steel
 - Stainless steel
 - Aluminum
 - Copper
 - Lead-coated copper
 - Lead
 - Zinc
 - whether prefabricated as sheets or panels
 - whether in the form of prefabricated metal shingles, tiles or similar substitutes for traditional roofing materials; and

- whether manufactured on the job-site from sheets, rolls or coils via roll-forming, forming in brake, drawing, stamping, pressing, spinning, extruding or otherwise manipulating "raw" materials into finished products, including but not limited to standing seam, batten-seam and flat seam roofing systems;
- All flashings used in connection with metal roofing systems to roof or waterproof intersections of horizontal surfaces;
 - All sealing and caulking of seams and joints on these metal roofing systems to ensure water tightness;
 - All protective coatings applied to metal roofing systems;
 - All insulations applied with metal roofing systems, whether laid dry, mechanically fastened, or attached with adhesives;
 - All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulations wherever such composite insulations are used as an integral thermal insulation component of the roofing system;
 - All vapor barriers applied with metal roofing systems;
 - All cleaning, preparing, priming and sealing of surfaces to be roofed;
 - All handling of metal roofing materials;
 - All hoisting and storing of metal roofing materials;
 - All types of coatings, sealants, mastics and toppings when used for roof maintenance and repairs.
4. All forms of elastomeric and/or plastic (elastoplastic) roofing systems, both sheet and liquid applied, whether single ply or multi-ply. These shall include but not be limited to:
- PVC (polyvinyl chloride systems)
 - Butyl Rubber
 - PIB (polyisobutylene)
 - EPDM (ethylene propylene diene monomer)
 - CPE (chlorinated polyethylene)
 - CSPE (chlorosulfonated polyethylene)
 - Modified bitumens
 - Neoprene
- All base flashings, curb flashings and counter flashings of elastoplastic composition as outlined above used to roof or waterproof intersections of horizontal surfaces;
 - All components of elastoplastic roofing systems used to seal the roof, including but not limited to, compression seals, termination bars, caulking and sealants;
 - All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives;
 - All forms of composite insulations having nailable surfaces (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulations wherever such composite insulations are used as an integral thermal insulation component of the roofing system;
 - All types of aggregates, blocks, bricks, stones, or pavers used to ballast or protect these elastoplastic systems;
 - All sealing and caulking of seams and joints on these elastoplastic systems to ensure water tightness;
 - All liquid-type elastoplastic preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller, or spray equipment, whether applied inside or outside of a building;
 - All sheet-type elastoplastic systems, whether single or multi-ply for waterproofing either inside or outside of any structure;
 - All cleaning, preparing, priming and sealing of surfaces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three knot brush, squeegee, spray systems or any other means of application;
 - All types of pre-formed panels used in waterproofing;
 - All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during back-filling operations;
 - All handling of roofing, damp and waterproofing materials;
 - All hoisting and storing of roofing, damp and waterproofing materials;
 - All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them;
 - All types of resaturants, coatings, mastics and toppings when used for roof maintenance and repairs;

include
before



All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, topcoat or other asphaltic coating or tapes. Preparation of surface by sand blasting or wire brushing;

- All operation of jeeper or holiday detectors;
- All materials laminated to roofing and/or insulation systems.

5. All tear-off and/or removal of any type of roofing, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any materials and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in this Article.
6. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this Article;
7. All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

9

Memorandum of Understanding
Between
The Laborers' International Union of North America
And
The United Union of Roofers, Waterproofers and
Allied Workers

In an effort to eliminate jurisdictional disputes in the Construction Industry, the Laborers' International Union of North America and the United Union of Roofers, Waterproofers and Allied Workers have agreed to the following:

- ◆ All removal of roofing materials on a roof deck where roofing material is to be re-applied is the work of the roofer. This is also to include any small repairs to the decking in preparation of laying the new roof.
- ◆ All removal of roofing materials on a roof deck where no new roofing material is to be applied is the work of Laborers.
- ◆ Demolition of roof decking is the work of Laborers.

It is understood that there shall be no stoppage of work by reason of any dispute concerning the work herein covered. In the event a dispute arises, the matter shall be referred to the offices of the two International Unions for resolution. This agreement shall serve as clarification of the 1993 correspondence.

Terence M. O'Sullivan

TERENCE M. O'SULLIVAN
Laborers' International Union of
North America

09/08/03
DATE

John C. Martini

JOHN C. MARTINI
United Union of Roofers, Waterproofers
And Allied Workers

09/08/03
DATE



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

ROOFER
(ALL CLASSIFICATIONS)

IN

MENDOCINO COUNTY

ROOFING INDUSTRY JOINT BOARDS AND COMMITTEES



1425 TREAT BOULEVARD, SUITE C
WALNUT CREEK, CALIFORNIA 94597
TELEPHONE: (925) 472-8880 FAX: (925) 472-0258



July 28, 2011

Department of Industrial Relations

AUG 01 2011

AUGUST 1, 2011 INCREASES – LOCAL 81 AREA
(Alameda, Contra Costa, Lake, Marin,
Mendocino, Napa, Solano and Sonoma Counties)

Div. of Labor Statistics & Research
Chief's Office

TO: All Roofing Contractors

The new (2011-2015) Working Agreement for the Local 81 area provides for a Journeyman increase of \$0.71 per hour effective August 1, 2011; a Journeyman increase of \$1.26 per hour effective August 1, 2012; a Journeyman increase of \$1.85 per hour effective August 1, 2013; and a Journeyman increase of \$1.50 per hour effective August 1, 2014. Each year, \$0.40 of the annual Journeyman increase shall be allocated to pension and the remaining balance shall be allocated at the discretion of the Local.

In addition, effective August 1, 2011:

Article XII, Sections 3(b) and 3(c)(i) are amended to provide that the reimbursement rate for travel expenses beyond the free zone shall be \$36 per day.

Article XII, Section 5 is amended to provide that when it is necessary for an employee to remain out of town overnight, in addition to employer-paid lodging each employee shall be provided with a meal allowance of not less than \$36 per day.

ASSOCIATED ROOFING
CONTRACTORS OF THE
BAY AREA COUNTIES, INC.

UNITED UNION OF ROOFERS,
WATERPROOFERS AND
ALLIED WORKERS, AFL-CIO

By: William D. Callahan
Executive Director

By: Douglas Zeiger
Business Representative
Local Union No. 81

RECEIVED
Department of Industrial Relations

AUG 02 2010

Div. of Labor Statistics & Research
Chief's Office

AGREEMENT

The following modifications to the 2006-2010 Working Agreement between Associated Roofing Contractors of the Bay Area Counties, Inc. and Local Union No. 81 of the United Union of Roofers, Waterproofers and Allied Workers, AFL-CIO, have been mutually agreed to, effective August 1, 2010:

1. A one-year Agreement, August 1, 2010 to July 31, 2011.

WORKING AGREEMENT

between

LOCAL NO. 81

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AUGUST 1, 2005 – JULY 31, 2010

RECEIVED
Department of Industrial Relations

DEC 26 2006

Div. of Labor Statistics & Research
Chief's Office

ARTICLE XII

Travel

Section 1. Employees may be instructed by the Individual Employer to report directly to the job-site. Employees who are instructed to report directly to a job-site within the free zone shall receive no travel time, expense reimbursement or auto mileage allowance. All employees required to report to the shop shall be compensated at the employee's applicable wage rate.

If an employee elects to report to the employer's shop to receive transportation in a company vehicle to and/or from the job-site within the free zone, the employee will receive no travel time or expense allowance. Time spent for traveling beyond the free zone shall be paid at the employee's applicable wage rate only. If such traveling occurs during an overtime period, the applicable overtime wage rate shall be paid.

When employees are transported in vehicles furnished by the Individual Employer, such transportation shall be safe and lawful. When traveling in an Individual Employer's vehicle outside the city limits of the Individual Employer's shop, employees are to be protected from wind and rain.

Section 2.

- (a) Employees shall be compensated for the actual time spent driving trucks from the Individual Employer's shop to the first job-site, or to the first stop on the way to the first job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and for the actual time spent driving trucks from the last job-site to the shop, or from the last stop when returning from the last job-site to the shop if the stop is for a legitimate business purpose related to the roofing work which has been performed, at their applicable straight time rates of wages only. When such driving occurs during an overtime period, the applicable overtime wage rate shall be paid.

On no occasions are fringe fund contributions required until employees driving trucks reach the first job-site, or the first roofing related business stop as described above. At such time, fringe fund contributions which are applicable to the employee's classification or category will commence and will continue for all the time for which the employee is paid wages until the employee leaves his/her last job-site, or the last roofing related business stop as described above, following which no further fringe fund contributions are required for that work day.

- (b) Employees shall be compensated for the actual time spent driving trucks from the first roofing related business stop as described in Section 2(a) above to the first job-site, if applicable; from job-site to job-site; and from the last job-site to the last roofing related business stop, if applicable; at their applicable straight time rates of wages. When such driving occurs during an overtime period, the applicable overtime wage rate shall be paid.

For such driving, fringe fund contributions which are applicable to the employee's classification or category shall be paid.

- (c) Any employee may drive a truck with preference being given to Foremen and Journeymen who have a valid California driver's license and who are acceptable to the Employer's insurance company.
- (d) The payment of "wages" for any activity does not make that activity into "work" if it would not otherwise be considered to be work.

Section 3. Employees shall be reimbursed for their costs and expenses of travel as follows:

- (a) There is a free zone of forty-five (45) miles radius from the Individual Employer's shop.
- (i) Unless required to report to the shop, employees shall not be compensated for the time spent traveling within the free zone radius from the Individual Employer's shop to the initial job-site for the day, or to the first stop on the way to the initial job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and for the time spent traveling from the last job-site each day to the shop, or from the last stop when returning from the final job-site to the shop if the stop is for a legitimate business purpose related to the roofing work which has been performed. The normal dispatch of employees to a project is not work and does not start an employee's work for the day, nor is the return from a job or a roofing related business stop to the shop work.

- (ii) If employees who are traveling from the shop to a job-site stop en route for a legitimate business purpose related to the roofing work which is to be done, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category will commence at the stop and will continue until the employee reaches the job-site.
 - (iii) If employees who are returning from a job-site to the shop at the end of the work day stop en route for a legitimate business purpose related to the roofing work which has been performed, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category will continue until the employee reaches the last roofing related business stop, following which no further wages or fringe fund contributions are required for that work day.
 - (iv) If employees travel from job-site to job-site within the free zone during the regular work day, wages at each employee's applicable straight time rate of wages and full fringe fund contributions which are applicable to the employee's classification or category shall be paid.
 - (v) When traveling described in subparagraphs (ii), (iii) or (iv) above occurs during an overtime period, the applicable overtime wage rate shall be paid.
- (b) For travel expenses beyond the free zone the Individual Employer shall reimburse the employee thirty-four (\$34.00) dollars per day.
- (c) However, at the Individual Employer's option, instead of reimbursing the employee for travel expense as provided in subparagraph (b) above, the Individual Employer may compensate the employee for time spent in traveling beyond the free zone as follows:
- (i) For the actual time of travel from the Individual Employer's free zone radius border to the initial job-site for the day, or to the first stop on the way to the initial job-site if the stop is for a legitimate business purpose related to the roofing work which is to be done, and from the last job-site, or from the last stop when returning from the final job-site if the stop is for a legitimate business purpose related to the roofing work which has been performed, to the Individual Employer's free zone radius border at the employee's applicable straight time rate of wages only.

When such traveling beyond the free zone radius occurs during an overtime period, the applicable overtime wage rate shall be paid.

Such travel expense beyond the free zone radius is compensatory up to a maximum of thirty-four (\$34.00) dollars per day.

On no occasions are fringe fund contributions required until employees who are traveling reach the first job-site, or the first roofing related business stop as described above, which are located beyond the free zone radius. At such time, fringe fund contributions which are applicable to the employee's classification or category will commence and will continue for all the time for which the employee is paid wages until the employee leaves his/her last job-site, or the last roofing related business stop as described above, following which no further fringe fund contributions are required for that work day.

- (ii) Employees shall be compensated for the actual time spent traveling from the first roofing related business stop beyond the free zone radius as described in subparagraph (c)(i) above to the first job-site, if applicable; traveling between jobs beyond the free zone radius; and traveling from the last job-site to the last roofing related business stop beyond the free zone radius, if applicable; at their applicable straight time rates of wages.

When such travel beyond the free zone radius occurs during an overtime period, the applicable overtime wage rate shall be paid.

When such travel beyond the free zone radius occurs, fringe fund contributions which are applicable to the employee's classification or category shall be paid.

- (d) The payment of "wages" for any activity does not make that activity into "work" if it would not otherwise be considered to be work.
- (e) Employees will continue to receive mileage from the Individual Employer's shop when transportation is not furnished by the Employer and employees are requested to use their own cars as provided in Section 6 of this ARTICLE.

Section 4.

- (a) For the purpose of clarification, a shop shall be defined as a regular established place of business in which roofing materials are regularly stored and from which workmen and equipment are dispatched. Any Individual Employer establishing an additional shop or shops must have them in actual existence and operating one hundred twenty (120) days before a job-site is started for the purposes of this ARTICLE.
- (b) Local No. 81 will continue to maintain two offices for dispatching purposes, one located in Oakland and the other located in San Rafael.
 - (i) For any Individual Employer with an established shop located in Alameda or Contra Costa Counties and doing work within Alameda or Contra Costa Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE.
 - (ii) For any Individual Employer with an established shop located in Alameda or Contra Costa Counties and doing work within Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE insofar as his/her regular employees are concerned. If the Employer elects to hire any additional employees covered by this Agreement for the particular project, at the Employer's option, the Employer may use either the office of Local No. 81 in San Rafael or his/her established shop for the purposes of this ARTICLE for such newly hired employees for that particular project.
 - (iii) For any Individual Employer with an established shop located in Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties and doing work within any of those six Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE.
 - (iv) For any Individual Employer with an established shop located in Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties and doing work within Alameda or Contra Costa Counties, the Employer shall use his/her established shop as defined in Section 4(a) for the purposes of this ARTICLE insofar as his/her regular employees are concerned. If the Employer elects to hire any additional employees covered by this Agreement for the particular project, at the Employer's option, the Employer may use either the office of Local No. 81 in Oakland or his/her established shop for the purposes of this ARTICLE for such newly hired employees for that particular project.
 - (v) For any Individual Employer with an established shop outside the territorial jurisdiction of Roofers' Local Union No. 81 and doing work within Alameda or Contra Costa Counties, the Oakland office of Local No. 81 shall be classed as his/her shop for the purposes of this ARTICLE.
 - (vi) For any Individual Employer with an established shop outside the territorial jurisdiction of Roofers' Local Union No. 81 and doing work within Lake, Marin, Mendocino, Napa, Solano, or Sonoma Counties, the San Rafael office of Local No. 81 shall be classed as his/her shop for the purposes of this ARTICLE.

Section 5. When it is necessary for an employee to remain out of town overnight, the Individual Employer agrees to pay all reasonable expenses. Each employee shall be reimbursed not less than thirty-four (\$34.00) dollars per day for such expenses. In addition, employer-paid lodging of not less than Motel 6 quality, two persons per room, shall be provided.

Section 6. Use of Employee's Car.

- (a) When the Individual Employer does not furnish transportation and employees are requested to use their own cars when traveling from shop to job, or job-to-job, or job to shop, they shall be reimbursed at the Internal Revenue Service Rate in effect at the time the mileage expense was incurred.

- (b) If the Individual Employer directs the employee to use his or her personal vehicle to report to the job site and free parking is not available, the Individual Employer shall designate one or more approved paid parking locations. If the employee uses an approved parking location, the Individual Employer upon the submission of a valid receipt shall reimburse the employee's actual parking expense. Necessary bridge tolls paid by the employee shall also be reimbursed by the Individual Employer upon the submission of a valid receipt.

ARTICLE XIII

Public Works

Section 1. Notwithstanding any provisions to the contrary in this Agreement or the Addenda hereto, applicable prevailing rates of wages and fringe benefits only shall be paid on all publicly funded work. When prevailing rates of wages and/or fringe benefits are lower than are called for under this Working Agreement:

- (a) such work will be voluntary and no employee shall be discharged, or otherwise disciplined, for refusing such work; and
- (b) in no case will employer contributions for health and welfare be less than the applicable rates called for in this Working Agreement.

In addition, for travel expenses on Federal projects over fifty (50) miles radius from the Individual Employer's shop which the employee travels to and from each working day, the Employer shall reimburse the employee thirty-four (\$34.00) dollars per day. On other occasions when it is necessary for an employee to remain out-of-town overnight when working on Federal projects over fifty (50) miles radius from the Individual Employer's shop, the Employer agrees to pay all reasonable expenses. Each employee shall be reimbursed not less than thirty-four (\$34.00) dollars per day for such expenses. In addition, employer-paid lodging of not less than Motel 6 quality, two persons per room, shall be provided.

Any other fringes and working conditions are to be paid and provided in accordance with the applicable provisions in the bidding documents (the plans and specifications) for the job.