

DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE PROVISION

FOR

**GUNITE WORKER (LABORER):
GROUND WIRE MAN, NOZZLEMAN, RODMAN
GUNMAN
REBOUNDMAN**

IN

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

MEMORANDUM OF UNDERSTANDING

By and Between

Southern California District Council of Laborers and its affiliated Gunite Workers Local 345

Southwest V-Busch ^{And} ^{Jr} ^{Inc} ("Employer")

Pending final drafting and execution of the new Gunite/Shotcrete Commercial Agreement, this Memorandum of Understanding provides the terms and conditions of the new Gunite/Shotcrete Commercial Agreement between the Employer and the Southern California District Council of Laborers and its Affiliated Local Union 345, effective July 1, 2015 through June 30, 2019, and provides the following modifications to the terms and conditions of the 2012-2015 Gunite/Shotcrete Commercial Agreement:

Article XI (Travel and Out of Town Expense Allowance), modify to reflect the following:

Side letter to provide that increases in short subsistence, long subsistence and mileage rate in new Agreement will become effective on all jobs bid after August 23, 2015. The Contractor must provide a list of all jobs bid prior to this date to pay the old rate. The Contractor must supply the Union with the job list no later than 2 weeks past the effective date (September 6, 2015)

Increase in short subsistence from \$50.00 to \$ 65.00 per day
Increase in long subsistence from \$60.00 to \$75.00 per day
Increase in mileage rate from \$0.40 to \$0.56

Article XII, Section B, first sentence, strike the words "~~three (3) blocks of the job.~~" and replace with "1000 feet from point of entrance of jobsite."

Article XII, Section B add to end of paragraph: "Parking reimbursements to be paid to the worker by the 3rd Friday after the receipts are turned in to the company. If parking reimbursements are not paid on time the amount owed to the worker would double."

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RECEIVED

By Office of the Director - Research Unit at 3:14 pm, Jul 26, 2012

GUNITE/SHOTCRETE COMMERCIAL AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2012, by and between GUNITE and/or SHOTCRETE CONTRACTORS, who are signatory hereto, hereinafter referred to as the Contractors,

and the

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliate GUNITE LOCAL #345, both affiliated with the Laborers' International Union of North America, AFL-CIO, who are signatory hereto for themselves, hereinafter referred to as the Union.

XI.

TRAVEL AND OUT OF TOWN EXPENSE ALLOWANCE

A. No subsistence, travel time or any transportation allowance shall be paid for any work performed within a 115 mile radius of Los Angeles City Hall.

B. 1. Whenever a job is 115 miles or more from the City Hall of Los Angeles, the Contractor shall pay each employee subsistence of \$50.00 per day on a six (6) day basis if the employee works five (5), eight (8) hour shifts, and on a five (5) day basis if the employee works four (4), ten (10) hour shifts, provided the employee reports back to the same jobsite on the next regular work day after completion of the five day or four day work week. If the employee does not report back to the same jobsite, he shall be entitled to the subsistence pay \$50.00 for actual days worked at the jobsite.

2. Whenever a job is 400 miles or more from the City Hall of Los Angeles, the Contractor shall pay each employee subsistence of \$60.00 per day on a six (6) day basis if the employee works five (5), eight (8) hour shifts, and on a five (5) day basis if the employee works four (4), ten (10) hour shifts; provided, however, subsistence for jobs located 400 miles or more from City Hall shall be on a seven (7) day basis where the employee stays in the immediate vicinity of the jobsite on his days off. The above mileage is to be determined by a drawn circle with a radius of 115 or 400 miles, the center to be the Los Angeles City Hall.

3. In addition, the Contractor shall pay each employee who drives the Contractor's vehicle to the job travel time, one way, to each job, at each employee's specified wage rate with no break in work for anything other than weekends or holidays. Transportation may be provided either by physically transporting the employee (who shall not be paid travel pay unless the employee drives the Contractor's vehicle) or by paying the cost of such transportation. If the Contractor does not physically transport the employee to the job or pay the cost of public transportation to the job, the Contractor shall pay such employee the rate of \$.40 per mile from the City Hall of Los Angeles to the job, as determined by an internet map site, such as Map

Quest.

C. There will be uniformity in subsistence map for Contractors. The Thomas Bros. Southern California freeway artery map shall be used.

D. 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.

E. Subsistence as provided in Article XI, Section B, shall be paid on jobs on the following offshore islands:

Richardson 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

F. Employees reporting at the embarkation point for travel to the above-named islands and to offshore manmade 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. Where air transportation is available to any of the above-named islands and to offshore manmade islands, air transportation shall be furnished by the Employer and, in addition, if any work of construction at any of the aforesaid islands or any combination of them shall exceed five (5) working days, Monday through Friday, the employees shall also be furnished transportation at the conclusion of their shift on the fifth day of employment back to the point of embarkation for the weekend with transportation being furnished them prior to the commencement of the Monday morning shift from the point of embarkation back to the aforesaid islands. It is understood that the basic mode of transportation shall be by air and only total unavailability of air transportation will permit any other mode of transportation. Any transportation required to or from the point of embarkation and any transportation in between shall be at the expense of the Contractor.

G. The Contractor may provide and maintain acceptable room and board, seven (7)

days per week in compliance with California State Laws, in lieu of subsistence.

H. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and stipulations as set forth in applicable State and Federal Law for the transportation of workmen.

I. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

XII.

JOBSITE TRANSPORTATION

AND PARKING FACILITIES

A. Employees shall travel to and from their daily initial reporting places 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 if the return is required by the Contractor. However, employees who voluntarily report to a point for free transportation to 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 the jobsite and from site to point of de-embarkation regardless of the mode of transportation; such transportation shall be furnished at Contractor's expense. If no camp is furnished by the Contractor such transportation shall be furnished daily.

B. Contractor shall provide, or pay for, parking facilities for employees where free parking is not available within three (3) blocks of the job. Where applicable, payment shall be made to the employee who turns in a parking ticket stub for actual cost. Such parking check stubs may be turned in weekly or on termination of employment, whichever occurs sooner.