STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

TEAMSTERS

IN

ALL LOCALITIES WITHIN ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, 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

23-261-1

TEAMSTERS AGREEMENT

THIS AGREEMENT made and entered into this 7th day of June 1999, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as "Association" on behalf of those signatory employers appearing on Exhibit A attached hereto, and the HEAVY, HIGHWAY, BUILDING AND CONSTRUCTION TEAMSTERS COMMITTEE FOR NORTHERN CALIFORNIA, hereinafter referred to as "Committee".

WITNESSETH

SECTION 1
GENERAL PROVISIONS

1 (A) Definitions

(1) **Association:** The term "Association" means Associated General Contractors of California, Inc.

(2) The term "Employer" shall mean any person or entity, including Joint Ventures, who are listed on Exhibit A on file with the Committee. Exhibit A shall be prepared by the Association and filed with the Committee and shall list individual employers. The Association shall file with the Committee monthly a list of those members of the Association whose names shall be added to Exhibit A.

(3) **Union:** The term "Union" means one of the following Local Unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America: Local Unions 94, 137, 150, 287, 315, 386, 431, 439, 490, 533, 624, 853, 890, 912.

(4) **Committee:** The term "Committee" means the Heavy, Highway, Building and Construction Teamsters Committee for Northern California.

(5) **Employee:** The term "Employee" means all individuals performing work within the unit covered by this Agreement, except that it shall not apply to superintendents, assistant superintendents, general foremen, foremen covered by the Master Agreement covering foremen between the Committee and the Association, civil engineers and their helpers, timekeepers, messenger boys, guards, confidential employees and office help.

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Department of Industrial Relations

JUL 30 1999

Div. of Labor Statistics & Research
Chief's Office

4 (O) **SUBSISTENCE** (For subsistence area boundaries, see Supplement #1.)

(1) The Employer shall pay to Employees covered by this Agreement the amounts shown below for each day worked in addition to the regular and overtime wages, for subsistence;

Area 1 - Free Zone. No subsistence to be paid for any work within this area.

Area 2 - Subsistence area. Subsistence shall be paid for work within this area:

EFFECTIVE DATE	AMOUNT
June 16, 1999	**$20.00**

If all compensable time is spent by an Employee in Area 1 he shall not be paid subsistence.

Employees employed in a yard, shop or plant set up in Area 1 to service a job or project any part of which is in Area 2, shall be paid subsistence if 51% or more of the hours worked or paid for by Employees covered by this Agreement on the job or project are in Area 2.

Employees employed in a yard, shop or plant set up in Area 1 (a free zone) to service a job or project any part of which is in Area 2 (subsistence zone), on which job or project less than 51% of the hours worked by Employees covered by this Agreement are in Area 2 (subsistence zone), shall not be paid subsistence unless such Employee works two or more hours, straight or overtime in any shift on such job or project in Area 2, in which case he shall be paid subsistence for the entire day.

The manhours worked or paid for in Area 1 in the shop, yard or plant, shall not be used in any computation in the two preceding paragraphs.

If an Employee is transported by the Employer from a permanent yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1 all on the same day, on the Employer's time, he shall not receive subsistence.

Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act and shall be paid to such Employee by check weekly and identified separately thereon.

Employees employed in a permanent yard, shop or plant not set up to service a job or project that is within the subsistence area, or employed by an Individual Employer on home building projects (not camps) located within the existing cities and towns within the subsistence area, shall not be paid subsistence.

If the Individual Employer maintains, rents, leases, or otherwise contracts out or arranges for a camp in the subsistence area hereinbefore described, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board shall not be more than the amount allowed for subsistence.

SECTION 5 CONDITIONS and WORK RULES

5 (A) WORK WEEK

Five (5) consecutive days of eight (8) consecutive hours, exclusive of a meal period, Monday through Friday inclusive, shall constitute a week's work.

4 x 10 Work Week - An Individual Employer may establish a workweek of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours and on Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall work nine and one-half (9-1/2) consecutive hours work, exclusive of meal period, shall constitute a shifts work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a 4 x 10 workweek, except as maybe changed by mutual agreement.

5 (B) WORK DAY

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. If all Crafts on the project are employed on the basis of four-ten (4 x 10) hour days, the Teamster's shall work on the same basis.

5 (C) MAKE-UP DAY

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such a day on Saturdays and shall be paid at the applicable straight time rate.

In the event that work cannot be performed Monday through Thursday (4 x 10 hour workweek) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, Employees (at their option) may make-up such lost work day(s) on Friday and/or Saturday, and shall be paid at the applicable straight time rate.

b. Provided that the Employee driving said equipment performs no production work immediately before or after moving said equipment, he shall be paid the applicable straight time hourly rate for all hours spent driving the equipment to his destination or returning from his destination to his point of origin.

c. The driver shall be provided with return transportation to his point of origin.

d. The driver shall be paid for reasonable lodging and meal expenses incurred on such trip in lieu of the travel and subsistence provided elsewhere in this Agreement.

e. The provisions of Section 5(H) shall be applicable to each calendar day the Employee spends moving the equipment, laying over and returning to his point of origin.

f. Except for Paragraph d., the provisions of this Work Rule are not applicable to any Employee when operating an Employer's transport equipment in the moving of any equipment listed in Section 4(A).

(5) a. When the Employer requires that equipment be operated or that work be performed before the shift starts or after it ends, or on Saturdays, Sundays or holidays, such work will first be offered to the Employee who has been operating the equipment or performing the work on a regular straight time shift during the work week.

In the event an Employee is ordered to report for work under the provisions of this Work Rule, and after such Employee does report, his piece of equipment is not available due to a prior or subsequent mechanical breakdown, the Employee may utilize any other piece of equipment which is available on the job without such utilization being a violation of the provisions of this Work Rule.

b. If the Individual Employer has used his own equipment to perform the work on the straight time shift during the regular work week, it shall be used to perform the overtime work required on the same job before out side equipment is hired to perform the same work.

(6) Except by mutual agreement between the Employer and the affected Union, no Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

(7) The Employer shall furnish suitable shelter to protect drivers from falling material. The Employer shall also furnish suitable drinking water and toilets.

SUPPLEMENTAL AGREEMENT NO. 1
SUBSISTENCE

AREA DESCRIPTIONS

The following is a description, based upon Township and Range lines, of Areas 1 and 2.

Area No. 1 is all of Northern California within the following lines.

Commencing at the S.W. corner of township 16S, range 1W, Mt. Diablo Base line and Meridian:

Thence easterly crossing the Mt. Diablo Meridian to the S.E. corner of township 16S, range 2E,
Thence southerly to the S.W. corner of township 17S, range 3E,
Thence easterly to the S.W. corner of township 17S, range 4E,
Thence southerly to the S.W. corner of township 18S, range 4E,
Thence easterly to the S.E. corner of township 18S, range 4E,
Thence southerly to the S.W. corner of township 19S, range 5E,
Thence easterly to the S.E. corner of township 19S, range 5E,
Thence northerly to the N.E. corner of township 19S, range 5E,
Thence easterly to the N.E. corner of township 19S, range 7E,
Thence southerly to the S.E. corner of township 19S, range 7E,
Thence easterly to the N.E. corner of township 20S, range 8E,
Thence southerly to the S.E. corner of township 20S, range 8E,
Thence easterly to the N.E. corner of township 21S, range 15E,
Thence southerly to the S.E. corner of township 21S, range 15E,
Thence easterly to the N.E. corner of township 22S, range 16E,
Thence southerly to the S.E. corner of township 22S, range 16E,
Thence easterly to the N.E. corner of township 23S, range 17E,
Thence southerly to the S.E. corner of township 23S, range 17E,
Thence easterly to the N.E. corner of township 24S, range 18E,
Thence southerly to the S.E. corner of township 24S, range 18E,
Thence easterly to the S.E. corner of township 24S, range 26E,
Thence northerly to the N.E. corner of township 24S, range 26E,
Thence easterly to the S.E. corner of township 23S, range 27E,
Thence northerly to the N.E. corner of township 22S, range 27E,
Thence westerly to the N.W. corner of township 22S, range 27E,
Thence northerly to the N.W. corner of township 15S, range 27E,
Thence easterly to the S.E. corner of township 14S, range 27E,
Thence northerly to the N.E. corner of township 14S, range 27E,
Thence westerly to the N.W. corner of township 14S, range 27E,
Thence northerly to the N.E. corner of township 13S, range 26E,
Thence westerly to the S.W. corner of township 12S, range 26E,
Thence northerly to the N.W. corner of township 11S, range 25E,
Thence northerly to the N.E. corner of township 10S, range 24E,
Thence westerly to the N.W. corner of township 10S, range 23E,

Thence northerly to the N.E. corner of township 8S, range 22E,
Thence westerly to the N.W. corner of township 8S, range 22E,
Thence northerly to the N.E. corner of township 6S, range 21E,
Thence westerly to the N.E. corner of township 6S, range 17E,
Thence northerly to the N.E. corner of township 5S, range 17E,
Thence westerly to the N.E. corner of township 5S, range 16E,
Thence northerly to the N.E. corner of township 3S, range 16E,
Thence westerly to the N.E. corner of township 3S, range 15E,
Thence northerly to the N.E. corner of township 2S, range 15E,
Thence westerly to the N.E. corner of township 2S, range 14E,
Thence northerly to the N.E. corner of township 1S, range 14E,
Thence westerly, along the Mt. Diablo Base line to the N.E. corner of township 1S, range 13E,
Thence across the Mt. Diablo Base Line in a northerly direction to the N.E. corner of township 2N, range 13E,
Thence westerly to the N.E. corner of township 2N, range 12E,
Thence northerly to the N.E. corner of township 3N, range 12E,
Thence westerly to the N.E. corner of township 3N, range 11E,
Thence northerly to the N.E. corner of township 5N, range 11E,
Thence westerly to the N.E. corner of township 5N, range 10E,
Thence northerly to the N.E. corner of township 10N, range 10E,
Thence westerly to the N.W. corner of township 10N, range 10E,
Thence northerly to the N.E. corner of township 11N, range 9E,
Thence westerly to the N.E. corner of township 11N, range 8E,
Thence northerly to the N.E. corner of township 21N, range 8E,
Thence westerly to the N.E. corner of township 21N, range 6E,
Thence northerly to the N.E. corner of township 22N, range 6E,
Thence westerly to the N.E. corner of township 22N, range 5E,
Thence northerly to the N.E. corner of township 28N, range 5E,
Thence westerly to the N.E. corner of township 28N, range 4E,
Thence northerly to the N.E. corner of township 30N, range 4E,
Thence westerly to the N.W. corner of township 30N, range 1E,
Thence northerly along the Mt. Diablo Meridian to the N.W. corner of township 34N, range 1E,
Thence westerly to the N.W. corner of township 34N, range 6W,
Thence southerly to the S.W. corner of township 33N, range 6W,
Thence westerly to the N.W. corner of township 32N, range 7W,
Thence southerly to the S.W. corner of township 30N, range 7W,
Thence easterly to the S.E. corner of township 30N, range 7W,
Thence southerly to the S.W. corner of township 16N, range 6W,
Thence westerly to the N.W. corner of township 15N, range 14W,
Thence southerly to the S.W. corner of township 14N, range 14W,
Thence easterly to the S.W. corner of township 14N, range 13W,
Thence southerly to the S.W. corner of township 13N, range 13W,
Thence easterly to the S.E. corner of township 13N, range 13W,
Thence southerly to the S.W. corner of township 11N, range 12W,
Thence easterly to the S.E. corner of township 11N, range 12W,

Thence southerly to the N.W. corner of township 7N, range 11W,
Thence westerly along the northerly line of township 7N,
Excluding that portion of Northern California within Santa Clara County included within the following lines:

Commencing at the N.W. corner of township 6S, range 3E, Mt. Diablo Base line and Meridian,

Thence in a southerly direction to the S.W. corner of township 7S, range 3E,
Thence in an easterly direction to the S.E. corner of township 7S, range 4E,
Thence in a northerly direction to the N.E. corner of township 6S, range 4E,
Thence in a westerly direction to the N.W. corner of township 7S, range 3E,
which portion is a part of Area 2.

Area 1 also includes that portion of Northern California within Humboldt County included within the following lines:

Commencing at the S.W. corner of township 2N, range 3W, Humboldt Base Line and Meridian
Thence easterly to the S.W. corner of township 2N, range 1W,
Thence southerly to the S.W. corner of township 1N, range 1W,
Thence easterly along the Humboldt Base Line to the S.W. corner of township 1N, range 2E,
Thence southerly to the S.W. corner of township 1S, range 2E,
Thence easterly to the S.E. corner of township 1S, range 2E,
Thence northerly to the N.E. corner of township 1S, range 2E,
Thence easterly along the Humboldt Base Line to the S.E. corner of township 1N, range 3E,
Thence northerly to the N.E. corner of township 9N, range 3E,
Thence westerly to the N.W. corner of township 9N, range 2E,
Thence northerly to the N.E. corner of township 10N, range 1E,
Thence westerly along the northerly line of township 10N.