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TRAVEL & SUBSISTENCE PROVISION

FOR

CARPENTERS (PILE DRIVERS)

IN

46 NORTHERN CALIFORNIA COUNTIES

RECEIVED
Department of Industrial Relations
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Div. of Labor Statistics & Research
Chief's Office

2000-2004

AGREEMENT

Between The Associated General Contractors of California, Inc. and Northern California Carpenters Regional Council.

THIS AGREEMENT, *entered into this first day of July, 2000 amending*, modifying, renewing and supplementing the agreement made and entered into February 1, 1997, and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between THE ASSOCIATED GENERAL, CONTRACTORS OF CALIFORNIA, INC., a non-profit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the CONTRACTORS, each acting for and *on* behalf of all of its respective members *and/or themselves*, and the *NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL for and on behalf of its affiliates*, parties of the second part, hereinafter referred to as the UNION provides:

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice uniform rates of pay, hours of employment and conditions of work for the employees represented by the UNION which are employed from time to time by the CONTRACTORS, and

WHEREAS, it is the desire of the parties hereto to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances which may arise between the parties hereto to the end that the CONTRACTORS may be assured of continuity of operations and the Employees represented by the UNION may be assured of continuity of employment;

NOW, *THEREFORE*, IT IS AGREED AS FOLLOWS:

SECTION I

WORK COVERED

A. **Area**. This Agreement shall cover all Heavy Construction work of the types hereinafter more specifically defined as within piledriving classification and located within the area of Northern California, which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County; the Northern Boundary of San Luis Obispo County, and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mann, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San

eight (8) hours during the regularly established shift. All other overtime shall be paid at the double time rate.

On multiple shift work the foregoing reference to overtime at time and one-half shall be paid for work before or after seven (7) hours on the second and third shift.

8. On offshore work, *workers* are to travel on the Individual Employer's time. The point of departure shall be the determinating factor for calculation of travel and/or subsistence, providing such transportation is on a daily basis.

When the Individual Employer deems it necessary for the employee to travel from a staging area to the work site or point of embarkation and back to the staging area in a vehicle provided by the Individual Employer, time spent traveling shall be on the Individual Employer's time.

The location point of the staging area shall be the determining factor for calculation of Travel Expense, providing such transportation is on a daily basis. All time spent traveling from the staging area and back shall be paid for at the straight time rate to the nearest half-hour, Saturdays, Sundays and holidays included.

9. When a *worker* is called upon to work straight through a job on a continuous basis, all consecutive hours worked beyond the first regularly established shift shall be paid for at the overtime rate. No *worker* shall return to a straight time pay basis under these circumstances until *they* shall have had eight (8) consecutive hours off work. Nothing in Paragraph B Section 4 of this Agreement shall modify this paragraph.

There shall be a one-half hour meal period, which shall be scheduled by the Individual Employer so that the beginning of the meal period will occur not earlier than four (4) hours not later than five (5) hours after the regular starting time of each shift.

If the Individual Employer requires the employee to perform any work included in this Agreement through his scheduled meal period, the employee shall be paid at the double time rate until he is given a meal period or is given an opportunity to eat.

Employees covered by this Agreement required to work more than two and one-half (2-1/2) hours after the end of his regular shift, shall be provided a meal at no cost to the employee.

10. When the Individual Employer produces satisfactory evidence in writing to the Union of a bona tide job requirement which certifies work can only be done outside the normal shift hours, and notifies the Union by certified mail at least three (3) days prior to the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such special shift shall be in accordance with provisions IV C of this Agreement.

This paragraph is to more efficiently use the *workers* required by the manning provisions of the agreement.

All crew members will work directly with the rig if needed on production piledriving operations.

On work involving the erection or dismantling of a piledriving rig, the crew shall consist of three (3) journeymen and one (1) foreman.

When two (2) or more *workers* are employed to perform work covered by this Agreement, one shall be designated foreman, however, that in the event the jobsite is being supervised by a foreman member of the United Brotherhood of Carpenters and Joiners of America on the payroll of the Employer this provision shall not apply.

SECTION VI

TRAVEL EXPENSE

Travel expense in the Northern California area (46 Counties) shall be allowed on the basis of average expenditure for which the employees covered by this Agreement have in the past been reimbursed in accordance with long standing custom and practice. Such pay shall be excluded from the wages of the employee and shall be paid to him weekly by separate check.

These provisions are embodied in Exhibit A (covering Northern California and areas around San Francisco Bay, Stockton, Sacramento, and Eureka), attached hereto and by this reference made a part hereof.

EXHIBIT A

TRANSPORTATION EXPENSES

For the purpose of simplifying the reimbursement of employees covered by this Agreement for travel expenses incurred, in accordance with the past practice in Northern California and in accordance with negotiations between the Contractors and the Union consummated May 1, 1951, and May 1, 1952, effective June 16, 1974, it is agreed as follows:

1. Reimbursement for transportation expense, as referred to in this Agreement, is defined as reimbursement for bridge tolls, all automobile expenses such as gasoline, oil, grease, tires, and any other miscellaneous traveling expenses and is not a reimbursement for wages, or for time spent traveling to or from the jobsite or place of employment.

    A. For the purpose of reimbursement of travel expense. four centers are designated within the area covered by this Agreement. These centers are Oakland, Stockton, Sacramento and Eureka. the area surrounding each of these four centers shall be divided into two (2) zones (except in the Bay Area as indicated in the attached

chart), an inner or free zone referred to as the 20 mile zone, and an outer zone referred to as "beyond the 20 mile zone."

B. Men working under the scope of this Agreement employed on projects which are within the inner or "free" zone shall not be reimbursed for any transportation expenses to or from the work.

C. Transportation expense in the San Francisco Bay Area shall be in accordance with the zones as shown on the attached chart. The rate of reimbursement for transportation expense in these zones shall be as follows:

White Zone	Free
Blue Zone	$8.00/day
Outer Zone	$25.00/day

On the work on projects located in the outer zone, each man is to be paid $25.00 per work day (show-up days included) as reimbursement for transportation expenses.

2.

A. The boundaries of the respective zones in the San Francisco Bay Area are defined in the attached chart with the following explanation—where boundary lines are shown along or just outside the right of way of a road or highway the district should extend outward to include structures and projects on land on both sides of the road and within 500 feet of it (in terms of accessibility, both sides of the highway are equally accessible, which the location of the boundary line has been most easily identifiable on the map by fixing it in or just beyond the highway).

The attached chart creates and fully delineates a Northern and a Southern intermediate zone in the San Francisco Bay area. Men working within these intermediate zones shall be paid $*8.00* per day as reimbursement for travel expense (Show-up days included).

B. For further amplification the following interpretations of the chart are added, Within "Free" zone - San Leandro Dam and Reservoir.

Crystal Springs and San Andreas Dams and San Mateo Bridge and its road approaches shall be contained in the Blue Zone. Within the Blue Zone Dumbarton Bridge and its road approaches Port Costa (and the area between the easterly boundary of Crockett and the westerly boundary of Martinez). Additionally the Blue Zone shall include the following geographic area:

Travel North on Highway 680, turn East on Highway 84.

Travel East on Highway 84, turn North on Vasco Road (Livermore).
Travel North on Vasco Road, turn West on Highway 4 (Oakley).
Travel West on Highway 4, turn North on Port Chicago Highway (Tosco).
Travel North on Port Chicago Highway to the waterfront, turn West to North Highway 80.

3. **Permanent Yard or Shop**: An Individual Employer shall not pay travel and/or subsistence to employees employed in his permanent yard or shop unless such employee is assigned to work on a job or project which is outside the permanent yard or shop and within a travel or subsistence zone. The actual zone rate shall be paid to employees working in an Individual Employers yard or shop when he is working on a project, which is new construction or major alteration or demolition of an existing facility.

4. Notwithstanding the provisions of Section 1 and 2 above, it is agreed that if an Individual Employer transfers members of his regular crew or requests the Union to send workers from the San Francisco Bay Area to work in the Stockton. Sacramento or Eureka area, or from the Eureka area to the Sacramento or Stockton area, the appropriate outer zone rate shall apply unless such workers live or usually work in such work area. In the latter event, reimbursement for transportation expenses shall be in accordance with Section 1 and 2.

   Nothing in this Section shall supersede or otherwise affect the provisions of Section 3 above.

5. On a job or project located more than 100 miles from the Labor Temple of one of the four centers (Oakland, Sacramento, Stockton or Eureka) the following shall apply:

   Employees performing work covered by this Agreement whose residence is located more than 100 miles from the job or project shall be paid subsistence during the regular work week on a continuous basis from his first day on the job or project until his last working day of that week. On days the employee is paid subsistence under the provisions of this paragraph but performs no work falling under this Agreement he shall not receive showup time, This paragraph shall also apply to employees performing work covered by this Agreement on a job or project covered by this paragraph who have been transferred or dispatched by name at the request of the Contractor from one of the other centers.

(d) The base pay for assistant tender shall be eight (8) times the prevailing hourly rate paid piledriver journeymen with applicable overtime.

(e) Piledriver apprentices may be utilized in a dive crew as assistant tenders only, providing they have complied with formal training in accordance with the ADC Consensus Standards. The wage rates for such piledriver apprentices shall be $2.50 above their current period apprentice wage rate. At no time shall the wage rate of such apprentice exceed the wage rate of a journeyman tender.

If an apprentice with proper diver qualifications is utilized in the tender or diver classification such apprentice shall be paid at the current wage for the tender or diver classification. Fringe benefit contributions shall be made at the current period rate for the individual apprentice.

SHIFTS, OVERTIME, TRAVEL AND WORKING CONDITIONS

Section 5.

When a Diver is engaged on construction work, with a regular crew, time spent traveling to and from the rig for the diver and tender shall be paid at the piledriver foreman's rate for each hour or part thereof.

When a diving crew is called out to work in conjunction with a surface crew that is called out to work under the provisions of the tide work rules of the Piledrivers Agreement, they shall not receive more than sixteen (16) straight time hours wages for eight (8) hours work, plus dive pay.

Section 6.

In all cases where a diver is working, the employer shall furnish all underwater tools of the trade necessary to perform such underwater work except small tools as wrenches, hammers, etc. There shall be no exceptions to this rule. Diving ladder or diving stage, in accordance with the State Safety Code, will be available at all times when diver is in the water.

Section 7.

No member of a diving crew shall be permitted to receive compensation on a piece-work basis.

Section 8.

Divers and tenders while traveling outside the Bay Area shall receive travel expense equivalent to their actual traveling time at straight time wages, including the day of departure and the day of their return; plus transportation for men and equipment to and from the job; plus reasonable room and board, or payment in lieu of room and board, by mutual agreement between the Individual Employee and the Individual Employer with written notification to the Union by the Individual Employer within five work days of the Individual Employee's employment on the job

in question. For the purpose of this Section, the Bay Area is defined as that area within the outer line zone on Exhibit A of the Piledrivers Agreement. Within the outer line, divers and tenders shall receive the same travel expenses as provided for in the Piledriving Agreement for Piledrivermen.

Section 9.

The diving crew while engaged in diving or decompression shall not perform any labor outside of actual diving, decompression, and care of gear. When the diving crew has been ordered to report for diving work, and such work is not available, the diver and tender shall stand by and not be required to work in a crew. Air Compressor used for divers' air shall not be used for any purpose except divers' air and air for decompression chamber, during diving and decompression.

Section 10.

All divers shall have the right to designate their own tenders.

DEPTH AND PREMIUM MONEY

Section 11.

(a) Any diver exceeding 50 feet shall be paid for at the following enumerated rates, termed depth money:

Depth in Feet	Rate	Premium Per Foot
50 to 100	--	$1.32 in excess of 50 feet
100 to 160	$ 66.00 +	$1.85 in excess of 100 feet
150 to 200	$158.00 +	$2.65 in excess of 150 feet

In excess of 200 feet, the diver shall have the right to designate his own rate, but in no case shall the rate be lower than the existing rate for depths less than 200 feet. At all stages of the tide, +3' MLLW shall be used to determine depth pay in San Francisco Bay and its tidal tributaries.

(b) When it is necessary for divers to enter pipes or tunnels or other enclosures where there is no vertical ascent, a premium, according to the following schedule, shall be paid, in addition to the regular day's pay as determined below:

Distance Traveled from Entrance	Amount of Premium per Day
5 feet to 50 feet	$ 2.68
50 feet to 100 feet	$ 5.37
100 feet to 150 feet	$10.73