STATE OF CALIFORNIA

GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

SCOPE OF WORK PROVISIONS

FOR

TEAMSTER

(SAN DIEGO COUNTY)

SD-23-261-3

BUILDING MATERIAL, CONSTRUCTION, INDUSTRIAL, PROFESSIONAL AND TECHNICAL TEAMSTERS UNION LOCAL #36
4626 Mercury Street, San Diego, CA 92111
Phone: (858) 292-7344 — Fax: (858) 292-0179
Affiliated with the International Brotherhood of Teamsters
345

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Principal Executive Officer and Secretary-Treasurer
ROBERT J. REIS
President
CARL R. REID
Vice President
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Trustee
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Trustee

AFL~CIO

6/16/01 - 06/11/04

MASTER LABOR AGREEMENT

BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS

OF AMERICA

SAN DIEGO CHAPTER, INC.

AND

BUILDING MATERIAL, CONSTRUCTION, INDUSTRIAL,

PROFESSIONAL AND TECHNICAL

TEAMSTERS UNION LOCAL #36

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"50 YEARS PROUD"

1946 ~ 1996

2001 – 2004 MASTER LABOR AGREEMENT

SECTION 1 – PARTIES TO AGREEMENT:

A. THIS AGREEMENT ENTERED INTO THIS 16TH DAY OF JUNE, 2001, BY AND BETWEEN SIGNATORY MEMBERS OF THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC. (HEREINAFTER REFERRED TO AS THE EMPLOYERS), AND THE BUILDING MATERIAL, CONSTRUCTION, INDUSTRIAL, PROFESSIONAL AND TECHNICAL TEAMSTERS LOCAL UNION NO. 36, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL–CIO.

B. DEFINITIONS:

1. ASSOCIATION MEANS THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC. THE EMPLOYERS AND THE UNION RECOGNIZE AND AGREE THAT THE ASSOCIATION IS THE ADMINISTRATIVE REPRESENTATIVE OF THE EMPLOYERS, AND THEIR ASSOCIATION HAS NO SIGNATORY STATUS BY THE TERMS OF THIS AGREEMENT OR OTHERWISE.

2. EMPLOYEE(S) OR WORKER(S) MEANS THE EMPLOYED PERSON OR PERSONS PERFORMING WORK COVERED BY THIS AGREEMENT WITHIN THE RECOGNIZED WORK JURISDICTION OF THE UNION AS DEFINED IN THIS AGREEMENT.

3. SUBCONTRACTORS MEANS ANY PERSON, FIRM OR CORPORATION WHO CONTRACTS WITH THE EMPLOYER TO PERFORM ANY JOBSITE CONSTRUCTION WORK, AS DEFINED BY THIS AGREEMENT, INCLUDING THE OPERATION OF EQUIPMENT, PERFORMANCE OF LABOR AND THE FURNISHING AND INSTALLATION OF MATERIALS.

C. IT IS THE DESIRE OF THE PARTIES TO ESTABLISH RATES OF PAY, HOURS OF EMPLOYMENT AND WORKING CONDITIONS WHICH SHALL BE APPLICABLE TO THESE WORKERS IN THE PERFORMANCE OF THE WORK, AS HEREINAFTER DEFINED IN THIS AGREEMENT.

D. THE PURPOSE OF THIS AGREEMENT IS TO ENSURE THAT ALL CONSTRUCTION WORK PERFORMED BY THE EMPLOYEE SHALL PROCEED CONTINUOUSLY AND WITHOUT INTERRUPTION IN AN EFFICIENT AND ECONOMIC MANNER TO SECURE OPTIMUM PRODUCTIVITY, AND TO FACILITATE THE ORDERLY PERFORMANCE OF THE WORK BY IMPROVING EFFICIENCY AND ELIMINATING WORK STOPPAGES, SLOWDOWNS, POOR WORK PRACTICES, AND OTHER INTERFERENCES WITH THE PROGRESS OF THE WORK.

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SECTION 2 – TERM–TERMINATION AND RENEWAL:

A. THIS AGREEMENT SHALL BECOME EFFECTIVE ON JUNE 16, 2001, AND SHALL REMAIN IN FULL FORCE AND EFFECT THROUGH JUNE 11,2004, AND FROM YEAR TO YEAR THEREAFTER, UNLESS EITHER PARTY HAS GIVEN SIXTY (60) DAYS WRITTEN NOTICE TO THE OTHER PARTY PRIOR TO JUNE 11, 2004, OR JUNE 15 OF ANY SUBSEQUENT YEAR, OF ITS INTENTION TO AMEND, MODIFY OR TERMINATE.

B. WHILE THIS AGREEMENT CONTINUES IN EFFECT, NEITHER PARTY WILL MAKE DEMANDS UPON THE OTHER PARTY FOR ANY CHANGES IN CONDITIONS OR BENEFITS, OR FOR ANY NEW OR ADDITIONAL CONDITIONS OR BENEFITS.

SECTION 3 – AREA COVERED:

THE AREA COVERED BY THIS AGREEMENT SHALL BE SAN DIEGO COUNTY, CALIFORNIA, AND SAN CLEMENTE ISLAND, CALIFORNIA.

SECTION 4 – WORK COVERED:

A. WORK COVERED BY THIS AGREEMENT SHALL INCLUDE ALL JOBSITE WORK PERFORMED BY THE EMPLOYER OR ITS SUBCONTRACTOR FOR THE CONSTRUCTION, IN WHOLE OR IN PART, OR THE IMPROVEMENT OR MODIFICATION THEREOF, OF ANY PROJECT OR OTHER WORK AND OPERATIONS WHICH ARE INCIDENTAL THERETO, AND THE ASSEMBLY, OPERATION, MAINTENANCE, AND REPAIR OF ALL EQUIPMENT, VEHICLES, AND OTHER FACILITIES USED IN CONNECTION WITH THE PERFORMANCE OF THE AFOREMENTIONED JOBSITE WORK AND SERVICES.

B. SO FAR AS IT IS WITHIN THE CONTROL OF THE EMPLOYER, ALL MATERIALS, SUPPLIES AND EQUIPMENT USED ON THE JOB SHALL BE TRANSPORTED TO OR FROM OR ON THE SITE OF THE WORK BY WORKMEN FURNISHED BY THE UNION SIGNATORY HERETO. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED TO PROHIBIT THE NORMAL DELIVERY OF FREIGHT BY COMMON CARRIER.

C. THIS AGREEMENT COVERS JOBSITE CONSTRUCTION WORK ONLY. JOBSITE IS DEFINED AS AN AREA WITHIN WHICH CONSTRUCTION WORK IS BEING PERFORMED, THE BOUNDARIES FOR WHICH ARE THE SAME AS THOSE BOUNDARIES DELINEATED IN THE SPECIFICATIONS FOR THE JOB OR PROJECT WHICH MAY INCLUDE SUCH REFERENCES AS RIGHT–OF–WAY, PARCEL, SUBDIVISION MAP, DEDICATED STREET, OR LOT. WHEN TRUCKS ARE BOTH LOADED AND UNLOADED ON THE EMPLOYER'S PROJECT, IT SHALL BE CONSIDERED JOBSITE WORK. IN THE CASE OF SUBDIVISIONS OR PLANNED

UNIT DEVELOPMENT WHERE CONSTRUCTION PHASES ARE STIPULATED BY CONSTRUCTION CONTRACTS. JOBSITE WILL MEAN ONLY THAT AREA COVERED BY PHASES OR UNITS CURRENTLY UNDER CONSTRUCTION AND UNDER THE EMPLOYER'S CONTROL.

D. WITH RESPECT TO TEAMSTERS, ANY WORK WHICH IS NOT EXCLUSIVELY JOBSITE WORK SHALL BE COVERED BY THIS AGREEMENT. AND SPECIFICALLY SECTION 31 WORKING RULES. PARAGRAPH (Z).

SECTION 5 – RECOGNITION OF EMPLOYER:

THE EMPLOYERS HEREBY RECOGNIZE THE UNION WHO IS SIGNATORY HERETO AS THE SOLE AND EXCLUSIVE BARGAINING REPRESENTATIVES OF ALL EMPLOYEES OF THE EMPLOYERS SIGNATORY HERETO OVER WHOM THE UNION HAS THE WORK JURISDICTION. IT IS UNDERSTOOD THAT THE UNION DOES NOT AT THIS TIME. NOR WILL THEY DURING THE TERMS OF THIS AGREEMENT. CLAIM JURISDICTION OVER THE FOLLOWING CLASSES OF EMPLOYEES:

THE EMPLOYERS, EXECUTIVES, CIVIL ENGINEERS AND THEIR HELPERS, SUPERINTENDENTS, ASSISTANT SUPERINTENDENTS, MASTER MECHANICS, TIMEKEEPERS, MESSENGER BOYS, OFFICE WORKERS, OR ANY EMPLOYEES OF THE EMPLOYER ABOVE THE RANK OF FOREMAN, PROVIDED. HOWEVER, THAT IT SHALL BE IN VIOLATION OF THIS AGREEMENT IF THE EMPLOYER PERFORMS. OR USES ANY OF THESE CLASSES OF EMPLOYEES TO PERFORM, ANY OF THE WORK ORDINARILY PERFORMED BY THE WORKMEN CLASSIFIED HEREIN.

SECTION 6 – OBLIGATIONS OF EMPLOYER:

A. THIS AGREEMENT IS BINDING UPON THE EMPLOYER REGARDLESS OF WHETHER OR NOT IT CHANGES THE NAME, OR STYLE, OR ADDRESS OF ITS BUSINESS, IF THE EMPLOYER CONTINUES TO PERFORM WORK COVERED UNDER SECTION 4 OF THIS AGREEMENT. AN EMPLOYER SHALL INCLUDE ANY FIRM, PARTNERSHIP, COMPANY, OR CORPORATION, OR OTHER BUSINESS ORGANIZATION, EXCLUDING DEVELOPER, IN WHICH SUCH EMPLOYER HAS A MAJORITY OWNERSHIP INTEREST. THE EMPLOYER SHALL GIVE NOTICE IN WRITING TO THE UNION OF ANY INTENT TO CHANGE THE NAME, STYLE, OR ADDRESS OF ITS BUSINESS, OR TO PERFORM BUSINESS UNDER MORE THAN ONE NAME OR STYLE, OR AT MORE THAN ONE ADDRESS, PRIOR TO THE ADOPTION OF A NEW OR DIFFERENT NAME, STYLE, OR ADDRESS, OR THE ADDITION OF NEW NAMES, OR STYLES, OR ADDRESSES AS SPECIFIED HEREIN.

B. THE EMPLOYER SHALL CONTINUE TO BE BOUND BY THE TERMS OF THIS AGREEMENT UNDER THE NEW NAME OR METHOD OF OPERATION. INCLUDING A PARTNERSHIP OR CORPORATION IN WHICH IT HAS MAJORITY CONTROL OR

Z. OFFSITE COVERAGE:

1. THE EMPLOYER AGREES TO APPLY THIS PARAGRAPH Z TO ALL CLASSIFICATIONS SET FORTH IN PARAGRAPH O OF THIS SECTION EXCEPT CEMENT DISTRIBUTOR. EROSION CONTROL DRIVER. DUMP CRETE TRUCKS. OFF ROAD DUMP TRUCKS. TRANSIT MIX TRUCKS. DUMPSTER TRUCKS. DW 10'S. 20'S AND OVER. AND A-FRAME TRUCKS.

2. THE EMPLOYER AGREES THAT WITH RESPECT TO WORK WHICH IS NOT ENTIRELY JOBSITE WORK AND WHICH IS NEITHER SITE PREPARATION NOR ROAD/BRIDGE CONSTRUCTION, THE FOLLOWING SECTIONS OF THE MASTER LABOR AGREEMENT SHALL APPLY: SECTIONS 1. 2. 3. 4, (EXCEPT THE FIRST SENTENCE OF PARAGRAPH 2). 5. 6. 7. 8. 9. 10. 11. 12, 13. 14. 15. 16. 17. 18. 19, 20. 21. 22. 23, 24, 25, 26, 27. 28. 29. 30. 31 – (A) (B) (C) (D) (E) (F) (G) (H) (I) (J) (K) (L) (M) (N) (O) (P) (Q) (R) (S) (T) (U) (V) (W) (X) (Y) (Z) (AA) (BB).

3. a. BECAUSE OF THE UNION'S CONCERN THAT SUBCONTRACTORS WHO ARE NOT SUBJECT TO THE SAME TOTAL LABOR COSTS AS THOSE WHO ARE PARTY HERETO WILL DEPRIVE UNION MEMBERS EMPLOYED HEREUNDER OF WORK OPPORTUNITIES BECAUSE OF LOWER LABOR COSTS, IT IS AGREED AS FOLLOWS:

   b. DEFINITION OF SUBCONTRACTOR: A SUBCONTRACTOR IS DEFINED AS ANY PERSON (OTHER THAN AN EMPLOYEE COVERED BY THIS AGREEMENT). FIRM, OR CORPORATION WHO AGREES IN WRITING TO PERFORM OR WHO IN FACT PERFORMS FOR OR ON BEHALF OF AN INDIVIDUAL CONTRACTOR, ANY PART OR PORTION OF THIS WORK COVERED BY THIS PARAGRAPH OF THIS AGREEMENT.

   c. CONTRACTOR AGREES TO SUBCONTRACT ONLY TO A CONTRACTOR WHOSE LABOR COSTS ON SUCH JOBS, AT ALL TIMES DURING THE TERM OF HIS SUBCONTRACT HEREUNDER, ARE NOT LESS THAN THOSE OF CONTRACTORS PERFORMING WORK COVERED BY THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COSTS OF SUBSISTENCE, VACATION, HOLIDAY, MEDICAL, HOSPITALIZATION, WAGES, PREMIUM, DENTAL, LIFE INSURANCE, AND RETIREMENT BENEFITS AS PROVIDED BY THIS AGREEMENT.

AA. PAVING JOBS:

SHOULD ANY PAVING OR PAVING MAINTENANCE JOB. AND ONLY A PAVING OR PAVING MAINTENANCE JOB. BY NECESSITY AND BID DOCUMENT. SPECIFICATION. OR SOLICITATION. REQUIRE THAT THE PAVING PORTION OF THE JOB BE PERFORMED ON A SATURDAY, AND/OR SUNDAY. SECTION 20 A 3. 20 B 5. 25 A. 25 B, AND 25 C. SHALL NOT APPLY FOR THAT WORK ONLY.

1. FOR PAVING WORK PERFORMED BETWEEN 5:00 A.M. AND 6:00 P.M.. EMPLOYEES PERFORMING THAT WORK SHALL BE PAID AT THEIR STRAIGHT TIME WAGE AND FRINGE BENEFITS.

2. ALL PAVING WORK BEFORE 5:00 A.M. AND/OR AFTER 6:00 P.M.. OR IN EXCESS OF EIGHT (8) CONSECUTIVE HOURS. EXCLUSIVE OF MEAL PERIOD. AND ALL SUCH WORK PERFORMED ON A SATURDAY AND SUNDAY IN EXCESS OF FORTY (40) HOURS PER WEEK. SHALL BE PAID AT THE RATE OF TIME AND A HALF

3. THE EMPLOYER SHALL PERFORM WORK COVERED BY THIS SECTION ONLY WITH ITS OWN EMPLOYEES. IN ORDER TO INCREASE JOB OPPORTUNITIES FOR LOCAL 36 MEMBERS, THE EMPLOYER SHALL NOT SUBCONTRACT WORK COVERED BY THIS SECTION TO ANYONE EXCEPT BY MUTUAL CONSENT OF THE PARTIES TO THIS AGREEMENT.

4. AT LEAST ONE (1) DAY PRIOR TO COMMENCEMENT OF THE PAVING WORK ON A SATURDAY OR SUNDAY, THE EMPLOYER MUST CALL A PRE–JOB CONFERENCE AND PRESENT TO THE UNION REPRESENTATIVE AN APPROPRIATE BID OR OTHER DOCUMENT SUFFICIENT TO SATISFY THE UNION THAT THE PAVING WORK MUST BE PERFORMED ON A SATURDAY AND/OR SUNDAY.

5. THE ASSIGNMENT OF WORK PURSUANT TO THIS SECTION SHALL BE ON A STRICTLY VOLUNTARY BASIS. NO EMPLOYEE SHALL BE DISCRIMINATED AGAINST, DISCIPLINED, OR DISCHARGED FOR DECLINING WEEKEND WORK AS SET FORTH IN THIS SECTION. SHOULD AN INSUFFICIENT NUMBER OF EMPLOYEES CHOOSE TO PERFORM THE WEEKEND WORK, THE UNIONS SHALL DISPATCH OUT OF WORK EMPLOYEES FROM ITS OUT OF WORK LIST FOR THE SATURDAY AND SUNDAY WORK ONLY. A DISPATCH FOR THIS WORK ONLY SHALL NOT CHANGE THE EMPLOYEE'S POSITION ON THE OUT OF WORK LIST FOR DISPATCH TO FULL TIME EMPLOYMENT.