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

TRAVEL AND SUBSISTENCE PROVISION

FOR

LABORER

IN

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

23-102-1

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1999-2002

LABORERS' MASTER AGREEMENT

Between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
JUSTICE HONOR

RECEIVED
Department of Industrial Relations
JAN 25 2000
Div. of Labor Statistics & Research
Chief's Office

and

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Affiliated with

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA AFL-CIO

LABORERS' MASTER AGREEMENT 1999-2002

THIS AGREEMENT, made and entered into this 5th day of May, 1999 and effective the 28th day of June, 1999, by and between THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; March 5, 1986; November 21, 1988; May 17, 1992 and June 14, 1996, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO.

WITNESSETH:

Section 1 — General Provisions

A. Definitions

(1) The term "Employer" shall refer to the Associated General Contractors of California, Inc.

(2) The term "Union" shall refer to the Northern California District Council of Laborers.

(3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.

(4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: 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.

B. Coverage and Description of Laborers' Work Covered by this Agreement.

(1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America.

(2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to: All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), all cleanup of debris, grounds and buildings, steam cleaning and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 — December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all other construction, including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including chipping and grinding, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete

B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

It was not the intent of either party to utilize the classification of "Material Cleaner" in the performance of "form stripping, cleaning and oiling and moving to the next point of erection."

Laborers that are to be used under the Group 4 classification rate shall be so notified and given the opportunity to accept or reject the employment offered according to Section 19 of the Laborers' Master Agreement.

GROUP 5 — (Entry Level Laborer) WAGE RATES

EFFECTIVE DATE	6/28/99	6/26/00	6/25/01
2,000 hours	$11.40	$11.40	$11.40

At the discretion of the Employer, the scope of work includes, but is not limited to:

Tending other crafts
Watermeter Installer
Residential Laborer

An Individual Employer may employ two (2) Entry Level Laborers for every four (4) regular Laborers on his payroll. Provided; further, the second (2nd) Entry Level Laborer would be permitted on a job or project only after four (4) regular Laborers are on the job or project.

Each Entry Level Laborer who completes the Basic Laborer Training Course at the Laborers' Training School shall receive three (3) months credit towards becoming a regular Laborer under the terms of this Agreement.

All other terms and conditions of this Agreement shall apply to all Entry Level Laborers. The provisions of this Group 5 shall not apply to the Tunnel Master Agreement.

SUPPLEMENT NO. 2

GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK INCLUDING ALL PLACING, FINISHING AND PATCHING OF SHOTCRETE OR GUNITE

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.

CLASSIFICATIONS / RATES PER HOUR:

EFFECTIVE DATE	6/28/99	6/26/00	6/25/01
Structural Nozzleman			
RATE A	$22.62	$ *	$ *
RATE B	$21.62	$ *	$ *
Nozzleman, Gunman and Potman			
RATE A	$22.12	$ *	$ *
RATE B	$21.12	$ *	$ *
Rodman			
RATE A	$22.12	$ *	$ *
RATE B	$21.12	$ *	$ *
Groundman			
RATE A	$22.12	$ *	$ *
RATE B	$21.12	$ *	$ *
*Gunite Trainee			
RATE A	$15.10	$ *	$ *
RATE B	$14.10	$ *	$ *
Reboundman			
RATE A	$21.53	$ *	$ *
RATE B	$20.53	$ *	$ *
General Laborers			
RATE A	$21.41	$ *	$ *
RATE B	$20.41	$ *	$ *

*One trainee shall be allowed for each three (3) Journeymen on a crew. In the absence of the Journeyman, the trainee shall receive the Journeyman scale.

Gunite Foreman

RATE A	$23.12	$ *	$ *
RATE B	$22.12	$ *	$ *

Travel from Jurisdiction of One Area to Another Area:

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

Travel and Out of Town Expense Allowance:

All workers performing work covered by this Agreement at a job site located between sixty (60) and one hundred twenty (120) miles from the main office or a permanently established district office of an Individual Employer shall receive twenty-five dollars ($25.00) per working day. All distances for payment purposes shall commence at the main office or a permanently established district office of an Individual Employer.

Each worker performing work covered by this Agreement shall be reimbursed for the cost of meals and lodging actually expended and not to exceed thirty-five dollars ($35.00) per working day on all jobs located over one hundred twenty (120) miles from the main office or a permanently established district office of an Individual Employer.

SUPPLEMENT NO. 3

WRECKING WORK

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/28/99	6/26/00	6/25/01
Skilled Wrecker — Group No. 1 (Removing and salvaging of sash, windows, doors, plumbing and electric fixtures.)			
RATE A	$21.66	$ *	$ *
RATE B	$20.66	$ *	$ *
Semi-skilled Wrecker — Group No. 2 (Salvaging of other building materials)			
RATE A	$21.51	$ *	$ *
RATE B	$20.51	$ *	$ *
General Laborer — Group 4 (Includes all cleanup work, loading, lumber, loading and burning of debris)			
RATE A	$15.10	$ *	$ *
RATE B	$14.10	$ *	$ *

SUPPLEMENT NO. 4

GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

CLASSIFICATION/RATES PER HOUR:

EFFECTIVE DATE	6/28/99	6/26/00	6/25/01
Gardeners, Horticultural and Landscape Laborers (New Construction)			
RATE A	$21.41	$ *	$ *
RATE B	$20.41	$ *	$ *
Service Landscape Laborers (Establishment Warranty Period)			

SUPPLEMENT NO. 6

SUBSISTENCE

It is hereby agreed that effective June 28, 1999, Supplement No. 6, Subsistence of the Laborers Agreement shall read as follows:

MAP DESCRIPTION FOR AREA FREE ZONE AND SUBSISTENCE ZONE:

The following is a description based upon township and area free zones and subsistence zones. Area free zones for all of Northern California within the following lines:

Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S,
Thence Easterly along the Southerly line of Township 19S, crossing the Mt. Diablo meridian to the S.W. Corner of township 19S, range 6E, Mt. Diablo base line and meridian,
Thence Southerly to the S.W. corner of township 20S, range 6E,
Thence Easterly to the S.W. corner of township 20S, range 13E,
Thence Southerly to the S.W. corner of township 21S, range 13E,
Thence Easterly to the S.W. corner of township 21S, range 17E,
Thence Southerly to the S.W. corner of township 22S, range 17E,
Thence Easterly to the S.E. corner of township 22S, range 17E,
Thence Southerly to the S.W. corner of township 23S, range 18E,
Thence Easterly to the S.E. corner of township 23S, range 18E,
Thence Southerly to the S.W. corner of township 24S, range 19E, falling on the Southerly line of Kings County, thence Easterly along the Southerly boundary of Kings County and the Southerly boundary of Tulare County, to the S.E. corner of township 24S, range 29E,
Thence Northerly to the N.E. corner of township 21S, range 29E,
Thence Westerly to the N.W. corner of township 21S, range 29E,
Thence Northerly to the N.E. corner of township 13S, range 28E,
Thence Westerly to the N.W. corner of township 13S, range 28E,
Thence Northerly to the N.E. corner of township 11S, range 27E,
Thence Westerly to the N.W. corner of township 11S, range 27E,
Thence Northerly to the N.E. corner of township 10S, range 26E,
Thence Westerly to the N.W. corner of township 10S, range 26E,
Thence Northerly to the N.E. corner of township 9S, range 25E,
Thence Westerly to the N.W. corner of township 9S, range 25E,
Thence Northerly to the N.E. corner of township 8S, range 24E,
Thence Westerly to the N.W. corner of township 8S, range 24E,
Thence Northerly to the N.E. corner of township 6S, range 23E,
Thence Westerly to the S.E. corner of township 5S, range 19E,
Thence Northerly to the N.E. corner of township 5S, range 19E,
Thence Westerly to the N.W. corner of township 5S, range 19E,
Thence Northerly to the N.E. corner of township 3S, range 18E,
Thence Westerly to the N.W. corner of township 3S, range 18E,
Thence Northerly to the N.E. corner of township 2S, range 17E,
Thence Westerly to the N.W. corner of township 2S, range 17E,
Thence Northerly crossing the Mt. Diablo baseline to the N.E. corner of township 2N, range 16E
Thence Westerly to the N.W. corner of township 2N, range 16E,
Thence Northerly to the N.E. corner of township 3N, range 15E,
Thence Westerly to the N.W. corner of township 3N, range 15E,
Thence Northerly to the N.E. corner of township 4N, range 14E,
Thence Westerly to the N.W. corner of township 4N, range 14E,
Thence Northerly to the N.E. corner of township 5N, range 13E,

Thence Westerly to the N.W. corner of township 5N, range 13E,
Thence Northerly to the N.E. corner of township 10N, range 12E,
Thence Easterly to the S.E. corner of township 11N, range 14E,
Thence Northerly to the N.E. corner of township 11N, range 14E,
Thence Westerly to the N.E. corner of township 11N, range 10E,
Thence Northerly to the N.E. corner of township 15N, range 10E,
Thence Easterly to the S.E. corner of township 16N, range 11E,
Thence Northerly to the N.E. corner of township 16N, range 11E,
Thence Easterly to the S.E. corner of township 17N, range 14E,
Thence Southerly to the S.W. corner of township 14N, range 15E,
Thence Easterly to the S.E. corner of township 14N, range 15E,
Thence Southerly to the S.W. corner of township 13N, range 16E,
Thence Easterly to the S.E. corner of township 13N, range 16E,
Thence Southerly to the S.W. corner of township 12N, range 17E,
Thence Easterly along the Southern line of township 12N to the Eastern boundary of the State of California,
Thence Northwesterly, thence Northerly along the Eastern boundary of the State of California to the N.E. corner of township 17N, range 18E,
Thence Westerly to the N.W. corner of township 17N, range 11E,
Thence Northerly to the N.E. corner of township 20N, range 10E,
Thence Westerly to the N.W. corner of township 20N, range 10E,
Thence Northerly to the N.E. corner of township 21N, range 9E,
Thence Westerly to the N.W. corner of township 21N, range 9E,
Thence Northerly to the N.E. corner of township 22N, range 8E,
Thence Westerly to the N.W. corner of township 22N, range 8E,
Thence Northerly to the S.W. corner of township 27N, range 8E,

Thence Easterly to the S.E. corner of township 27N, range 8E,
Thence Northerly to the NE corner of township 28N, range 8E,
Thence Westerly to the N.W. corner of township 28N, range 7E,
Thence Northerly to the N.E. corner of township 30N, range 6E,
Thence Westerly to the N.W. corner of township 30N, range 1E,
Thence Northerly along the Mt. Diablo meridian to the N.E. corner of township 34N, range 1W,
Thence Westerly to the N.W. corner of township 34N, range 6W,
Thence Southerly to the N.E. corner of township 32N, range 7W,
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 Easterly to the S.E. corner of township 16N, range 6W,
Thence Southerly to the S.W. corner of township 14N, range 5W,
Thence Westerly to the S.E. corner of township 14N, range 7W,
Thence Northerly to the N.E. corner of township 14N, range 7W,
Thence Westerly to the N.W. corner of township 14N, range 7W,
Thence Northerly to the N.E. corner of township 15N, range 8W,
Thence Westerly to the S.E. corner of township 16N, range 12W,
Thence Northerly to the N.E. corner of township 16N, range 12W,
Thence Westerly to the N.W. corner of township 16N, range 12W,
Thence Northerly to the N.E. corner of township 18N, range 12W,
Thence Westerly to the N.W. corner of township 18N, range 14W,
Thence Southerly to the S.W. corner of township 18N, range 14W,

Thence Easterly to the S.E. corner of township 18N, range 14W,

Thence Southerly to the S.W. corner of township 16N, range 13W,

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.E. corner of township 14N, range 14W,

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 along the Eastern line of range 12W to the Pacific Ocean, excluding that portion of Northern California within Santa Clara County included within the following line. Commencing at the N.W. corner of township 6S, range 3E, Mt. Diablo Baseline 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 6S, range 3E, to the point of beginning, which portion is a part of Area 2.

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

Commencing in the Pacific Ocean on an extension of the Southerly line of township 2N, Humboldt baseline and meridian:

Thence Easterly along the Southerly line of township 2N, 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 baseline to the S.W. corner of township 1N, range 2E,

Thence Southerly to the S.W. corner of township 2S, range 2E,

Thence Easterly to the S.E. corner of township 2S, range 2E,

Thence Southerly to the S.W. corner of township 4S, range 3E,

Thence Easterly to the S.E. corner of township 4S, range 3E,

Thence Northerly to the N.E. corner of township 2S, range 3E,

Thence Westerly to the N.W. corner of township 2S, range 3E,

Thence Northerly crossing the Humboldt baseline to the S.W. corner of township 1N, range 3E,

Thence Easterly along the Humboldt baseline 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, into the Pacific Ocean.

Subsistence map change shall apply for work bid after June 16, 1980.

All areas other than free zones shall be subject to the payment of subsistence, as follows:

On all work subject to travel and subsistence allowance specified in this Section, the daily subsistence allowance shall be as follows:

June 28, 1999 through June 30, 2002 — $19.00/day.

The Individual Employer shall not be required to pay subsistence to employees employed by an Individual Employer in a permanent yard or shop or plant and employees employed by an Individual Employer on residential construction projects (not camps); subdivisions; buildings of three (3) stories or less including utilities and site work related to these buildings; streets, roadways and utilities which are a part of a residential construction project.

Subsistence shall not be applicable within the city limits of the following cities or towns:

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabella, Tuolumne, Twain Harte, Woodlake or Yreka.

Subsistence shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants and heavy engineering projects together with the camps, warehouses, offices or facilities con-

structed in connection with such latter projects, such pay shall be separate from the wages of the employee and shall be paid him/her by separate check.

No subsistence shall be paid on a job located within the right of way of a road or highway forming part of the boundary of a subsistence area.

If a road or highway forming part of the boundary of a subsistence area is relocated, such relocated road or highway upon being officially opened shall form a part of the boundary of the subsistence area in place of the old road.

When the work is to be performed in the subsistence zone, each employee employed to perform work covered by this Agreement shall receive subsistence pay specified herein.

When the work to be performed is in the non-subsistence zone, such employees shall not be entitled to receive subsistence pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the subsistence zone, he/she shall be entitled to be paid appropriate subsistence pay as specified herein for the entire day. An employee or person referred for employment shall be entitled to subsistence pay for any day on which he/she is required by or requested to report to the job of the Individual Employer, but does not perform work due to conditions beyond said Individual Employer s control (such as: rainy days, or days when steel or other materials are not available).

If the Individual Employer maintains a camp in the subsistence area hereinabove described, the Individual Employer agrees not to charge the employees covered by this Agreement more than the amount allowed for subsistence hereunder for suitable room and board incurred during a calender week.