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

FOR

CARPENTER

IN

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

23-31-2

MEMORANDUM OF AGREEMENT

by and between

the SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

AND

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.
BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.
MILLWRIGHT EMPLOYERS ASSOCIATION

Changes to the 1998-2002 Master Labor Agreement

06/14/02

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The Associated General Contractors of California, Inc. Building Industry Association of Southern California, INC., Southern California Contractors Association. Inc., Millwright Employers Association, Inc. (collectively referred to the "Associations") and the Southern California Conference of Carpenters ("Union") agree that the 1998-2002 Carpenters Southern California Master Labor Agreement will be modified as follows (new language is shown in bold, deleted language is show as a strikeout):

ARTICLE I shall be amended as follows:

1. 102.5.1 This Agreement shall cover all work in connection with self-supporting scaffolds ~~over fourteen (14) feet in height~~ or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, **and the operation of all equipment used by the scaffold contractor, including lifts and other mobile equipment used in connection with this work.** Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the Carpenters.

2. 102.6.4 The provisions of Article I of this Agreement shall not apply to the **manufacturing of** identifiable standard manufactured commercial brand name forms such as UNIVERSAL, SYMONDS or similar type forms. **Carpenters shall assemble and install such forms on the jobsite.**

3. 108 Insulation installation work, which is covered in this Article, shall be performed under all of the terms and conditions of the Insulation Agreement between the Contractors and the Southern California Conference of Carpenters. (See Appendix C to this Agreement). **Also covered is the installation of firestop materials and all related work. Such work may be performed pursuant to the Firestop Agreement. Article V, Section 503 shall not apply to firestop work.**

4. Section 113 shall be deleted in its entirety and subsequent paragraphs shall be renumbered as appropriate.

5. Add as a new Section 111 (or in another appropriate position and renumber paragraphs) the following section:

   All layout work traditionally performed by Carpenters, including layout for work to be performed by the carpenter trades, shall be performed by Carpenters covered by this Agreement.

6. Add as a new Section 111 (or in another appropriate position and renumber subsequent paragraphs) the following sections:

   The work covered by this Agreement shall include the installation of premanufactured expansion joints and seismic joints shall be covered by this agreement and performed by Carpenters. Article V, Section 503 shall not apply to such work.

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ARTICLE IX shall be amended as follows:

7 Add as a new Section 904 the following:

The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this Agreement. Any alleged violation of Wage Order 16 shall constitute a grievance, which shall be recognized under the grievance procedure of this Agreement.

ARTICLE XII shall be amended as follows:

8. Section 1205 shall be deleted and replaced with the following:

The Union shall sign project agreements with MBE's and WBE's when required by bid specifications or government regulations.

ARTICLE XIV shall be amended as follows:

9. The term of the Agreement shall be July 1, 2002 through June 30, 2006, and these dates shall be reflected wherever appropriate throughout the Agreement.

ARTICLE XVI shall be amended as follows:

10. 1602.1 Eight (8) consecutive hours, exclusive of meal period, between ~~7:00 a.m.~~ **5:00 a.m.** and 5:00 p.m., shall constitute a days work. Forty (40) hours, Monday ~~7:00 a.m.~~ **5:00 a.m.** through Friday 5:00 p.m., shall constitute a weeks work.

11. 1611.3 Increase amount of reimbursable room costs to $45.00

ARTICLE XVI shall be amended as follows:

12. Wage Increase for all classifications*:

2002	**$1.52 (Includes an additional ($0.01) each to the Industry Advancement Fund and the Contract Administration Fund**
2003	$1.50
2004	$1.50
2005	$1.50

Increases to be allocated by Union, change all affected provisions in MLA to reflect increase, i.e., Attachment I, Article III, Article XVIII, Apprenticeship Schedules

* (increase for Scaffold Builders and Fence Builders to be determined by outcome of negotiations with those employers)

13. 1801 **Increase foreman differential to $2.00** over the hourly rate of highest carpenter classification over which they have responsibility. This shall also apply to Piledriver foreman which is listed as a separate wage classification.

14 Revise 1808 to increase premium for certified welder to $1.00 per hour. This change shall also apply to Appendix A and B and any other section which references certified welders.

15. Delete 1812 in its entirety to eliminate the $2.00 differential for San Bernardino and Riverside County. The 35 hour cap contained in 1811 will continue to apply to Riverside and San Bernardino Counties.

OTHER AMENDMENTS

16. **Amend various Appendices, including Appendices A, B and G to reflect changes negotiated with the employers or employer groups representing those contractors performing that specialized work.**

17. **Add a new Section in an appropriate location the following language:**

JOB REGISTRATION

Section 1. Each Contractor shall notify the UNION in writing, on a uniform job registration form approved by the Union and the Association which shall show at a minimum the location of each job on which the Contractor will be performing work covered by this Agreement, as well as known subcontractors. Such notice shall be given at least 48 hours prior to the commencement of work. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Contractor shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form within 48 hours thereafter.

Section 2. In the event an employer takes over the performance of the contract covered by the terms of this Agreement for another employer, the successor employer shall notify the Contract Administration Committee by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work.

18. The Union will develop a program to assist contractors in tracking the various certifications required of it's carpenters and both the union and the Associations (and their members contractors) will work on programs to encourage all carpenters to upgrade their skills and obtain certifications. If contract language is needed regarding this subject it will be added to the Agreement. The parties will continue to discuss these issues.

19. The Memorandum of Understanding on Drug Abuse Detection and Prevention will be amended to allow on site screening consistent with SAMSHA standards to be used as part of the drug testing procedure.

Dated _____

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Memorandum of Agreement between the
Southern California Conference of Carpenters and the
AGC of California, Inc., BIA of Southern California, Inc., SCCA, Inc. and MEA
July 1, 2002 - June 30, 2006 MLA
Page 6

The UBC Committee recommended an additional one cent ($0.01) contribution per hour to the Contract Administration Fund and an additional one cent $0.01 per hour contribution for the Industry Advancement Fund. In addition, each fund can be increased by an additional one cent ($0.01) per hour if needed during the term of the agreement.

Associations:

Associated General Contractors of California, Inc.
Building Industry Association of Southern California, Inc.
Southern California Contractors Association, Inc.
Millwright Employers Association

Clair McChristy signing on behalf of Thomas T. Holsman — Date 8/2/02

For the Union:

Southern California Conference of Carpenters

Gordon K. Hubel signing on behalf of Douglas J. McCarron — Date 8/6/02

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VB

MASTER LABOR AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

MILLWRIGHT EMPLOYERS ASSOCIATION, INC.

and

**SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS
ON BEHALF OF THE
THE DISTRICT COUNCILS AND LOCAL UNIONS IN THE
ELEVEN (11) SOUTHERN CALIFORNIA COUNTIES AFFILIATED WITH
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

This Agreement entered into this first day of **July 1998**, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Southern California Contractors Association, Inc. and the Millwright Employers Association, Inc. on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS, and the Southern California Conference of Carpenters for and on behalf of the District Councils and Local Unions in the Eleven (11) Southern California Counties affiliated with the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

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1001.1 The Union shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

1001.2 All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

1001.2.1 An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor-Management Relations Act of 1947, as amended.

1001.3 The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Unions or District Councils are responsible for such implementation or maintenance.

1002. PARKING

In the event free parking facilities are not available within three hundred, fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, which ever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

1003. DRINKING WATER

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

1004. JOBSITE TRANSPORTATION

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

1005. SIGNING OF DOCUMENTS

1609. Any employee working on Saturdays (except as provided in Section 1608.3), Sundays or holidays shall be guaranteed four (4) hours pay at the appropriate overtime rate and, if more than four (4) hours are worked, the employee shall be paid for actual hours worked at the appropriate overtime rate.

1610. Employees shall travel to and from their work on their own time and by means of their own transportation.

1611. SUBSISTENCE

1611.1 Room and Board shall be provided on projects on the following off-shore islands: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, (Channel Islands Monument).

1611.2 Employees reporting at the embarkation point for travel to the above named 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. Travel time shall start and end at the point of embarkation at the time and place designated by the Contractor.

1611.3 The Contractor shall provide employees with acceptable room when employees are required by the Employer to remain in the area of a project overnight, in compliance with California State law. The maximum reimbursable room cost will be thirty dollars ($30.00) per night. Room receipts are required for reimbursement.

1612. All employees shall be notified ten (10) minutes in advance of termination and they shall be allowed the balance of the shift or half shift off to gather tools and personal belongings and shall be paid to the end of the shift or half shift.

1613. When the Union and the Contractors consider and agree that conditions in the industry in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the workday or workweek shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

1614. The Contractor shall be responsible for the upkeep and sharpening of saws during the course of employment on the job by providing either saw-sharpening time or saw-sharpening service. It is understood that Carpenters at the beginning of employment shall have sharp saws.

1615. Carpenters, apprentices, and pre-apprentices shall furnish their own tools, but shall not furnish, rent or lease saw horses, ladders, mitre boxes, electric drills, or automotive equipment to be used for the purpose of hauling or delivering individual Employer's material or equipment, or any

kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this Section, the individual Carpenter shall provide a tool box with a lock.

1615.1. The individual Employer shall provide a secure place on each jobsite where his employees may keep their tools. If all or any part of the employee's tools are lost by reason of failure of the individual Employer to provide such a secure place, or by fire, flood, or theft involving unlawful entry while in the secure place designated by the individual Employer, the individual Employer shall reimburse such employee for any such loss. The employee suffering said loss shall report the loss during his next working day and the Contractor shall acknowledge liability or reject the claim within two (2) working days after report of the loss or claim. Disputes arising from this Section shall be submitted to the grievance procedure as outlined in Article VI of this Agreement.

1615.2. To obtain the benefits of Paragraph 1615.1, an employee must provide the individual Employer with a list of his tools at the time he commences work.

1616. A corporate officer, partner (except that up to two (2) partners or corporate officers of a Contractor firm may be exempted from the provision of this Paragraph upon fulfillment of the Contractor of requirements and procedures established for that purpose by the Trustees of the Trusts named below in this Paragraph), RME or RMO (if not otherwise exempt as a partner) performing work under the terms of this Agreement shall be considered an employee. Any exempted person working with the tools of the trade shall be covered by the provisions of the Union Security Clause. Contributions on non-exempt employees shall be reported at a uniform rate of one hundred seventy-three (173) hours per month to the Carpenters Health & Welfare Trust for Southern California and the Carpenters Pension Trust Fund for Southern California at the rates designated by the trustees. The Trustees of the above-mentioned trusts will be instructed to accept such contributions.

1617. Efficiency - it is agreed that the Carpenters, through their Business Agents, use their efforts to encourage greater efficiency on the job. The employees and the Union shall use their efforts to encourage greater efficiency compatible with sound construction safety practices on the job.

1618. The Contractor will furnish for the use of his employees any necessary waterproof or foul weather gear, safety helmets, or any other necessary protective clothing as required by CAL-OSHA or the Contractor. Employees may be held monetarily responsible for such items properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded.

ARTICLE XVII
Carpenter Joint Apprenticeship and Training Committee

1701. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in full conformity with Section 1777.5 of the Labor Code of the State of California governing employment of apprentices upon public work. Apprentices shall be employed

APPENDIX A
SPECIAL WORKING RULES FOR PILE DRIVERS

1. The following Special Working Rules for Pile Drivers are in addition to those rules contained in the Carpenters Master Labor Agreement, except as modified by these Special Working Rules.

(a) In addition to the work identified in Article I, the Pile Divers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical fork lifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassions or casing.

2. (a) In the employment of workmen for all Piledriver work on piledriving rigs, docks or wharves, offshore or as a diver, in the territory above described, the following provisions subject to the conditions of Article II, Paragraph 201 of this Agreement shall govern.

(i) Piledrivers Local 2375, as agent for the District Councils shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement and such workmen will be entitled to lists free of charge.

(ii) The Contractors shall first call upon Piledrivers Local 2375 for such men performing work as defined in Paragraph 2 (a) above as they may from time to time need, and Piledrivers Local 2375 shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

(iii) It shall be the responsibility of the Contractors, when ordering men, to give Piledrivers Local 2375 all of the pertinent information regarding the workman's employment.

(iv) Piledrivers Local 2375 will dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Piledrivers Local 2375 must be in writing, on a standard form to be provided by the Southern California Conference of Carpenters. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates.

(A) Workmen specifically requested by name who have been employed, laid off or terminated as Carpenters in the geographic jurisdiction of

the Union unless prior approval of the Contractor has been obtained.

3. **SUBSISTENCE:**

On jobs located within ninety (90) road miles from the Local Union at Wilmington, California or Call Board, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employee's principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employees' principal place of residence is within ninety (90) road miles of the project regardless of whether the employee's principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

4. On jobs located ninety (90) or more road miles from the Local Union or Call Board to the center of the construction jobsite and/or sites on the project, over the most directly traveled route, Employees shall be compensated on the following basis:

(a) Thirty dollars ($30.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

(b) In the event Employees provide their own transportation, they shall receive twenty-five ($0.25) cents per mile for transportation expense between the Local Union office or Call Board and the center of the construction jobsite and/or sites on the project, at the beginning and conclusion of their employment. The return transportation expense will not be payable if the Employee quits his job before work is completed or before thirty (30) calendar days, whichever is sooner or if he is discharged for cause. Not withstanding any of the above conditions no employee shall receive subsistence or travel allowance for jobsites located in the free zone.

5. In cases of dispute in measuring road miles from the Local Hall or Call Board of Local Union 2375, the facilities of the Automobile Club of Southern California shall be used as the determining factor.

6. The following named islands are hereby established as suitable room and board zones: Richardson Rock, Santa Cruz Island, Santa Rosa Island, San Miguel Island, Arch Rock, San Clemente Island, Anacapa Island, (Channel Islands Monument), San Nicholas Island, Santa Barbara Island and Santa Catalina Island.

7. The Contractor is not obligated to pay the subsistence allowance provided herein if the Local Union is unable to furnish qualified and competent Employees from its hiring list of Journeymen for work in the subsistence area. The Contractor shall abide by Article II in his hiring procedure.

8. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project, seven (7) days per week in compliance with California

State Laws.

9. **PRE-JOB CONFERENCE:**

When jobs are scheduled for a completion date of more than three hundred, sixty-five (365) calendar days a pre-bid conference will be held to discuss proper subsistence arrangements.

10. **TRAVEL TIME:**

The Contractor agrees to pay travel time each way from the point of embarkation to the jobsite. This paragraph applies to travel time involved from the point of embarkation to the site of all offshore construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week and is not to be counted for overtime computation.

11. **CERTIFICATION TEST:**

Any special certification test of a qualified Pile Driver Welder, taken for the convenience of the Contractor, shall be paid by the Contractor. Before a qualified Pile Driver Welder commences the welding test, he shall be placed on the payroll of the Contractor. A qualified Pile Driver Welder is one who has passed a qualification test, acceptable to the Contractors, given by a recognized testing laboratory within the area covered by this Agreement. The individual Employer shall furnish the Pile Driver Welder with a copy of the certification papers if he remains on the job to its completion or for thirty (30) days, whichever comes first.

12. **CREW SIZE:**

When pile driving men are engaged in recognized pile driving work the majority of the shift time (including the pulling of piling), the following minimum number of men shall compromise the crew.

(a) The following crew sizes are recognized under normal operation as stated in this paragraph; however, Contractors may, by mutual agreement with the Pile Drivers Union, modify the crew sizes.

Pile Driver, Water Rig, Swinging or
Stable Leads from Derrick Crane or A-Frame on Scow or Barge . . . 3 men and 1 foreman

Pile Driver (Crawler or Crane) Swinging or Stable Leads . . . . . 3 men and 1 foreman

Driving Wicks . . . . . 1 man

Vibratory Hammer for Driving Pile . . . . . 3 men and 1 foreman

Lagging Hammer,

APPENDIX B
SPECIAL WORKING RULES FOR MILLWRIGHTS

1. In addition to the Working Rules contained in Article XVI of the Carpenters Master Labor Agreement, the following Special Working Rules apply to Millwrights.

(a) In the employment of workmen for all Millwright work covered by this Agreement and in the territory above described, the following provisions subject to the conditions of Article II, Paragraph 201 of this Agreement shall govern.

(i) The Southern California-Nevada Regional Council, on behalf of Millwright Local 1607, shall establish and maintain open and non-discriminatory employment lists for the use of workmen desiring employment on work covered by this Appendix and such workmen shall be entitled to use such list free of charge.

(ii) The Contractors shall first call upon Millwright Local 1607 at (323) 724-0178, as agent for the Regional Council, for such men as they may from time to time need in the Twelve Southern California Counties, and Millwright Local 1607 shall furnish to the Contractors the required number of qualified and competent workmen and skilled mechanics of the classifications needed by the Contractors strictly in accordance with the provisions of this Article.

(iii) It shall be the responsibility of the Contractors, when ordering men, to give Millwright Local 1607 all of the pertinent information regarding the workman's employment.

(iv) Millwright Local 1607 will dispatch in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said lists in numerical order to the Contractor by the use of a written referral in the following order of preference and the selection of workmen for referral to jobs shall be on a non-discriminatory basis. All referrals from Millwright Local 1607 must be in writing, on a standard form to be provided by the Southern California Conference of Carpenters. The written referral will contain the name of the Contractor, address of the jobsite, and the appropriate wage scale and the required fringe benefit rates.

(A) Workmen specifically requested by name who have been employed, laid off or terminated as Millwrights in the geographic jurisdiction of Millwright Local 1607 within three (3) years before such request by a requesting individual Employer, successor entity, or a joint venture of which one (1) or more members is a former Employer, now desiring to re-employ the same workmen, provided they are available for employment. This provision shall also apply to individual Employers wishing to re-hire employees of a joint venture of which the individual Employer was a member. Requests must be made on a standard form to be provided by the

times to other applicants for membership to the Union.

(i) The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's nonpayment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48) hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith.

(d) Subject to the foregoing, Contractors shall have complete freedom of selectivity in hiring and Contractors retain the right to reject any job applicant referred by the Union for any reason. The individual Contractor is the judge as to the competence of all his employees and applicants for employment. All employees must perform their work to the satisfaction of the Contractor. No employee shall be discharged or discriminated against for activities in behalf of, or in representation of the Union not interfering with the proper performance of his duties. Any discharge may be subject to the provisions of Article VI of this Agreement, if applicable. The first five (5) days of employment of any employee shall be a probationary period during which time any terminations will not be challenged.

(i) The individual Contractor may discharge any employee, and upon request of the Business Representative the Contractor shall specify in writing to the carpenter the reason for discharge. Disputes shall be subject to the provisions of Article VI of this Agreement, if applicable. The arbitrator (or arbitration board) shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he (or it) deems appropriate.

(e) The Contractor may transfer employees who are on the Contractor's payroll at the time transfer is made within the area of the Southern California Conference of Carpenters without limitation. The Contractor shall give notice to Millwright Local 1607 where work is to be performed on a transfer as to the name of the Contractor, the employees transferred and the address of the jobsite. All employees being transferred shall procure a work referral from Millwright Local 1607. Additional employees shall be employed in accordance with the provisions of this Appendix

(i) Employees employed by any Contractor pursuant to the terms of this Agreement, and remaining in good standing in the Union, shall not be removed or transferred by the Union unless the prior approval of the Contractor has been obtained.

2. (a) Effective July 1, 1993, Millwrights shall receive subsistence payments of thirty dollars ($30.00) per day except as provided below.

(b) On jobs located within ninety (90) road miles from the City Halls of San Bernardino and Los Angeles, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employees principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall

be required. No Employee will receive subsistence or travel time if the employee's principal place of residence is within ninety (90) road miles of the project regardless of whether the employee's principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project of jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

3. Travel time on subsistence jobs shall be computed at straight time rates based on fifty (50) miles per hour from the City Halls of San Bernardino and Los Angeles to the center of the jobsite at the beginning and termination of employment. However, any employee who quits or is discharged for just cause before he has worked for ten (10) working days on a job shall not be entitled to the above travel time payment. Employees dispatched to the job and for whom no work is provided shall be entitled to travel time.

4. Mileage payments at the rate of thirty cents ($0.30) per mile shall be paid to Millwrights working beyond the distance of ninety (90) road miles from the City Halls of San Bernardino and Los Angeles to the center of the jobsite at the beginning and termination of employment. However, any Employee who quits or is discharged for just cause before he has worked for ten (10) working days on a job shall not be entitled to the above travel time payment. Employees dispatched to the job and for whom no work is provided shall be entitled to the above mileage payment.

5. **Foreman:**

(a) Where there are two (2) or more Millwrights employed on the same shift, one (1) shall receive foreman's pay.

(b) No Millwright foreman shall supervise a crew of more than ten (10) men, not including himself.

(c) A Millwright foreman can supervise a crew on one (1) jobsite only.

(d) Millwright foremen assigned responsibility over one (1) or more Millwright foremen shall receive one dollar and fifty cents ($1.50) per hour more than the foreman's pay and shall be called general foreman. Millwright foremen or general foremen, as defined above, shall receive one dollar and fifty cents ($1.50) per hour more than the highest paid employee he directly and continuously supervises for at least one (1) full shift.

6. Contractor agrees to make available for the use of Millwrights a tool storage box which shall be adequately hasped and locked. Any commercially produced metal tool storage facility such as the Knaak type may be used. However, failure to furnish such storage box or mutually acceptable facility will obligate the Contractor to replace tools lost through fire or theft up to the value of one thousand, five hundred dollars ($1,500.00) for each Millwright using the facility upon proof of loss. In order to obtain benefit of this paragraph, the employee must provide the Employer with an inventory of his tools at the time he commences work. This Paragraph shall not apply to casual disappearance of tools.

7. When an out-of town job is of one (1) day's duration of twelve (12) hours or less, and workmen are paid or furnished transportation, and paid travel time to and from the job, workmen, shall not in addition, be paid subsistence.

8. On termination Millwrights shall be allowed a reasonable amount of time to pick up tools. Millwrights shall be allowed a maximum fifteen (15) minute period immediately before the end of each shift in which to pick up tools and in either case Millwrights shall not leave the job until the end of the shift.

9. When Millwrights are exposed to unusual conditions such as heat, cold, dust, dangerous fumes or gases, the Contractor shall furnish the necessary safety or protective equipment exclusive of clothing. Where safety or protective equipment cannot possibly be used, there shall be a meeting of the Union and the Contractor to work out a mutually agreeable safety practice. The intent of this Paragraph is to exclude inclement weather or acts of God.

10. (a) Any special certification test of a qualified Millwright Welder, taken for the convenience of the Contractor, shall be paid for by the Contractor. Before a qualified Millwright Welder commences the welding test, he shall be placed on the payroll of the Contractor. A qualified Millwright Welder is one who has passed a qualification test given by a recognized Testing Laboratory.

(b) If requested by the employee, the Contractor shall furnish the Welder with a copy of the certification papers, if the employee remains on the job to its completion or for thirty (30) days, whichever comes first.

11. Contractors recognize that when overtime work is necessary, it shall be equally distributed, whenever possible among the Millwrights on the jobsite or unit thereof. It is recognized that the Contractors reserve the right to select the Millwrights involved.

12. The individual Employer shall replace any tools, owned by an employee, modified by the Employer's request, but such modified tool shall then become the property of the Employer.

13. At the sole discretion of the Contractor, there will be a Millwright in charge of all tool rooms that have only Millwright tools, parts and equipment.

NOTE: Requests for Millwrights must be referred to Millwright Local Union 1607, 932 Gerhart Avenue, Suite 200, Los Angeles, California 90022 as agent for the Regional Council for all work covered by this Agreement.

APPENDIX C
SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING INSTALLERS

1. SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING

The following Special Rules for Insulation and Weatherstripping Installers adopt all of the provisions of the Carpenters Master Labor Agreement, except as such provisions are modified or superseded by these Special Rules.

2. APPRENTICESHIP AND TRAINING

The Employer will make an effort to keep Apprentices and/or Trainees reasonably employed regardless of period status or advancement to a higher period of pay.

Insulation Installer and Weatherstripping Installer Trainees covered by the terms of this Agreement shall be paid the following percentage of the appropriate Journeyman Carpenter's hourly wage rate:

INSULATOR INSTALLERS & WEATHERSTRIPPING TRAINEE

PERIODS	PERCENTAGE	COMMERCIAL WAGE RATE	LIGHT COM'L WAGE RATE	RESIDENTIAL WAGE RATE	BENEFIT CODE
Pre-Apprentice	35%	$8.66	$6.30	$5.76	(0)
1st Period	40%	$9.90	$7.20	$6.58	(1)
2nd Period	50%	$12.38	$9.00	$8.23	(1)
3rd Period	60%	$14.85	$10.80	$9.87	(1)
4th Period	65%	$16.09	$11.70	$10.69	(2)
5th Period	70%	$17.33	$12.60	$11.52	(2)
6th Period	75%	$18.56	$13.50	$12.34	(2)
7th Period	80%	$19.80	$14.40	$13.16	(2)
8th Period	90%	$22.28	$16.20	$14.81	(2)
Journeyman	100%	$24.75	$18.00	$16.45	(2)

Contractors will be permitted to utilize a ratio of one (1) apprentice or trainee for each journeyman.

Percentages for residential or light commercial trainees will be the same as commercial trainees except that wage rates will be calculated from the hourly rate for residential or light commercial journeymen as the case may be. A trainee shall be classified as residential or commercial based on

Yardmen shall be permitted to do preliminary work on the jobsite. Yardmen shall be limited to one (1) hour per day per job of preliminary installation work. If more than one (1) hour of preliminary work is performed, all job site work performed by the yardman shall be compensated at the rate of sixteen dollars and forty-five cents ($16.45) per hour.

The Contractor shall be limited to two (2) yardmen per ten (10) installation employees.

The minimum wage rate for yardmen shall be six dollars and fifty cents ($6.50) per hour. No current yardmen shall receive a reduction in pay as a result of the signing of this Agreement.

Fringe benefits contributions for Yardman will be as follows:

Health and Welfare $2.30
Vacation/Supplemental Dues $1.67

Health and Welfare contributions will begin on the 31st day of work.

Effective thereafter, throughout the life of the Agreement, the Contractor agrees to maintain contributions for these funds in accordance with the Master Labor Agreement.

8. JOB TRAVEL

Employees shall travel to and from their work on their own time and by means of their own transportation. Employees shall be paid for loading, unloading and handling of materials, and travel from job to job, shop to job, or job to shop. This provision will not require payment of travel time if a contractor makes available on a voluntary basis company vehicles for travel from shop to job.

9. POLYSEAL

A polyseal piece rate shall be established at $0.005 per foot or sixteen dollars and forty-five cents ($16.45) per hour minimum for a journeyman. No employee shall receive less than sixteen dollars and forty-five cents ($16.45) per hour regardless of whether wages are calculated on an hourly or piece rate basis.

10. INSULATION INDUSTRY FUND

The parties will discuss the establishment of a jointly administered Insulation Industry Contract Administration Trust Fund to police this agreement, to be funded by Contractors performing work covered by the Agreement. The Contractors agree to pay twenty cents ($0.20) per hour on all commercial work to fund this Trust Fund should it be established. (To offset the expense to the Contractors the Union has agreed to delete the Apprenticeship contribution of ten cents ($0.10) and reduce pension contributions by five cents ($0.05) to one dollar and one cent ($1.01). Such contribution shall be held in abeyance pending the establishment of the Trust Fund but the obligation

APPENDIX G
SPECIAL WORKING RULES FOR DIVERS ON CONSTRUCTION WORK

ARTICLE I

The following Special Working Rules for Divers on Construction Work are in addition to all the provisions of the Carpenters Master Labor Agreement and Appendix A, which govern the employment of divers and tenders on construction work, except as modified by these Special Working Rules.

It is understood that there may be other agreements affecting the employment of Divers under Appendix G. The terms and conditions of these agreements will be available to any Employer signatory to this Agreement. The terms of this Appendix G Diving Agreement are open to further negotiations when the Employer and Union agree that a specific project requires further evaluation.

ARTICLE II
DEFINITIONS

(A) DIVER: A Diver is a person who wears a type of diving gear which directly supplies him compressed air or other gases for breathing purposes and who personally enters and descends below the surface of the water, or any liquid medium, to work at the ambient pressures encountered therein. For the purposes of this Agreement, a person working in a submerged one atmosphere bell/vehicle is considered a Diver. Minimum crew size will be one (1) diver, one (1) tender.

(B) STANDBY DIVER: A Stand-By Diver is a person required to be on duty for any day or part thereof, but who has not been required to descend below the surface of the water or any liquid medium or be put under pressure in a chamber. A Stand-By Diver is also a person, dressed in at the dive location, immediately available to assist a Diver in the water for safety purposes.

(C) TENDER: A Tender is a person who, from above the surface of the water or liquid medium, aids and assists the Diver by handling tools and hoses; aids in dressing and undressing the Diver; maintains communications with the Diver; and generally maintains the diving equipment on the jobsite.

(D) MANIFOLD TECHNICIAN: A technician qualified to operate a manifold and/or mixer of helium, oxygen or other gases for the purposes of providing the proper mixture of these breathing gases to the Diver or Divers.

(E) ASSISTANT TENDER: An Assistant Tender is an extra Tender available to assist the Diver's regular Tender.

(F) FSW: Feet of Sea Water or equivalent static pressure head.

(G) DIVER'S REGULAR HOURLY RATE: Pile Driver Foreman's hourly rate plus one dollar

DEPTHS (FSW)	TIME
40'	240 minutes
50'	190 minutes
60'	150 minutes
70'	120 minutes
80'	115 minutes
90'	95 minutes
100'	85 minutes
110'	75 minutes
120'	65 minutes
130'	60 minutes
140'	55 minutes
150'	50 minutes
160'	45 minutes
170'	40 minutes
180'	37 minutes
190'	30 minutes
200'	20 minutes
210'	20 minutes
220'	15 minutes

These total bottom times for dives to depths of ninety-nine (99) FSW or less will not be exceeded in a twelve (12) hour period. These total bottom times for depths of one hundred (100) FSW or greater will not be exceeded within a twenty-four (24) hour period.

F. For surface oriented hose mixed gas diving, Divers subject to ambient pressure of the depths listed will not be required to remain on the bottom for a total bottom time longer than the time limits set below:

DEPTHS	TIME
200 ft. to 230 ft	80 minutes
230 ft. to 250 ft	60 minutes
250 ft. to 300 ft	35 minutes
300 ft. to 350 ft	30 minutes
350 ft. to 400 ft	20 minutes

ARTICLE V
SUBSISTENCE AND TRAVEL

A. Within ninety (90) road miles from the Local Union at Wilmington or Call Board, California, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employee's principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense or subsistence shall be required. No Employee will receive subsistence or travel time if the employee's principal place of residence is

within ninety (90) road miles of the project regardless of whether the employee's principal place of residence is in or out of the free zone. Additionally, no subsistence will be paid to an employee if the project or jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

B. On jobs located ninety (90) or more road miles from the Local Union to the center of the construction jobsite and/or sites on the project over the most directly traveled route, employees shall be compensated on the following basis:

1. Forty-five dollars ($45.00) per workday as a subsistence allowance, except where there are work stoppages by an Act of God or conditions beyond the control of the Contractor.

2. In the event employees provide their own transportation, they shall receive twenty-five cents ($0.25) per mile for transportation expenses between the Local Union office or Call Board and the center of the construction jobsite and/or sites on the project, at the beginning and conclusion of their employment. The return transportation expense will not be payable if the employee quits his job before work is completed or before thirty (30) calendar days, whichever is sooner, or if he is discharged for cause.

C. In cases of dispute in measuring road miles from the Local Hall or Call Board of Local Union 2375, the facilities of the Automobile Club of Southern California shall be used as the determining factor.

The following named islands are hereby established as suitable room and board zones, provided by the Contractor:

(1) Richardson Rock, (2) Santa Cruz Island, (3) Santa Rosa Island, (4) San Miguel Island, (5) Arch Rock, (6) San Clemente Island, (7) Anacapa Island (Channel Island Monument), (8) San Nicholas Island, (9) Santa Barbara Island and (10) Santa Catalina Island.

D. The Contractor is not obligated to pay the subsistence allowance provided herein if the Local Union is unable to furnish qualified and competent employees from its hiring list of Journeymen for work in the subsistence area. The Contractor shall abide by Article II of the Master Labor Agreement in his hiring procedure.

E. In lieu of subsistence for any day, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project, for each working day in compliance with California State Laws.

F. The Contractor agrees to pay travel time each way from the point of embarkment to the jobsite. This paragraph applies to travel time involved from the point of embarkation to the site of all offshore construction projects. Time paid for travel time is to be paid at the straight-time rates on any day of the week and is not to be counted for overtime computation.

G. Employees living aboard floating or other offshore quarters provided by the Employer located at the worksite:

1. And who are ready, and available for work at the start of their regular shift Monday through Friday shall receive a minimum of eight (8) hours pay at their applicable hourly rate of pay.

2. And who are required by the Employer to standby on Saturday, Sunday and holidays, but not put to work, shall receive a minimum of eight (8) hours pay at the applicable overtime rate of pay.

ARTICLE VI
WORKING RULES
STARTING TIMES, SHIFTS AND OVERTIME

A. Except as modified by this Appendix G, the provision of the Carpenters Master Labor Agreement, Article XVI, and Appendix A Working Rules shall apply to this Appendix G.

B. Reporting for work: Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for one (1) hour at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report.

ARTICLE VII
DEEP WATER, BELL/VEHICLE SYSTEM TOTAL SATURATION DIVING AGREEMENT

The Employer and the Union agree that the work covered under this Agreement or using diving apparatus, will be performed by employees represented by the United Brotherhood of Carpenters and Joiners of America.

This Agreement shall apply to and cover the following Classifications: Foreman, Divers, Tenders, Technicians, Remote Controlled Vehicle (RCV) and Remote Operated Vehicle (ROV).

All of the terms and conditions of this Agreement will be incorporated into the Southern California Carpenters Master Labor Agreement, Appendix G.

The Diving Contractor and the Union agree that the strong intent of this Agreement is that only experienced and highly qualified Journeyman will be employed.

ARTICLE VIII
TYPE OF WORK WITHIN THE JURISDICTION OF THIS AGREEMENT

Bell/Vehicle Diving or Total Saturation Systems specifically including, but not limited to, all underwater and deck work in support of same when using surface supplied air or mixed gas.