STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

CARPENTER AND RELATED TRADES
CARPENTER AND RELATED TRADES (SECOND SHIFT)
CARPENTER AND RELATED TRADES (THIRD SHIFT)

IN

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

23-31-1

1999-2004

CARPENTERS' MASTER AGREEMENT

Between

CONSTRUCTION EMPLOYERS' ASSOCIATION
OF CALIFORNIA

and

CARPENTERS' 46 NORTHERN CALIFORNIA
COUNTIES CONFERENCE BOARD

of the

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA (AFL-CIO)

RECEIVED
Department of Industrial Relations

MAY 31 2000

Div. of Labor Statistics & Research
Chief's Office

Time and one-half shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays.

All other time shall be paid at double the straight-time rate.

B. On all heavy, highway and engineering construction, including but not limited to the construction, improvement, modification, and demolition of all or any part of streets, highways, bridges, viaducts, railroads, tunnels, airpórts, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, or operations incidental to such heavy construction work; all overtime worked, other than on Sundays and holidays shall be at time and one-half the regular straight time rate. All overtime worked on Sundays and holidays covered by this Agreement shall be at double the regular straight time rate.

SECTION 27
PARKING

In the event free parking facilities are not available within 1320 feet (measured by the most direct route on a dedicated vehicular public thoroughfare) 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 individual 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, whichever occurs earlier. Designated parking area shall be drained and hard surface.

SECTION 28
TOOLS

Carpenters and apprentices shall furnish their own tools, but shall not furnish, rent or lease horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering individual employer's materials 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 toolbox with a lock. If necessary the employee shall be allowed a reasonable amount of time during the workweek to sharpen tools on the individual employer's time.

The individual employer shall provide a reasonably secure place where his employees may keep their tools. Where ten (10) or more carpenters are employed on any one (1) job or project the individual employer shall provide a separate tool house, or a separate compartment of a tool house under lock and key, for the exclusive use of carpenters. Failure on the part of the

APPENDIX A

SUBSISTENCE

1. On all work covered by this Agreement, as described in this Appendix A, the following shall apply effective July 1, 2000. All jobs bid or awarded, or under construction prior to July 1, 2000, shall be completed under Subsistence requirements in effect prior to July 1, 2000.

   (a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

   Eureka
   Santa Rosa
   Monterey
   Visalia
   Fresno
   Redding
   Kings Beach
   South Lake Tahoe
   Auburn
   Chico
   Cloverdale
   Woodland
   Oakland
   Jackson
   Manteca
   San Jose
   Merced

   (b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars ($25.00) per day. The individual employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.

   (c) The area known as Geysers is a ten dollar ($10.00) subsistence zone.

   (d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence:

The individual employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

(a) At the individual employer's permanent yard;
(b) At the individual employer's permanent shop;
(c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;
(d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area.

This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.

4. The individual employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.

5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the jobsite.

6. If an employee is transported by the individual employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the individual employer's time, he shall not receive subsistence.

7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to jobsite access.

APPENDIX B

46 Counties of Northern California
SPECIAL MILLWRIGHTS AGREEMENT

In Addition to the
46 Counties Carpenters Master Agreement

In addition to the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special working rules and wage rates shall apply to Millwrights.

Effective August 1, 1999, these conditions, rules and wage rates shall cover the Millwright Local Union within the 46 Counties.

SECTION 1
TRAVEL AND SUBSISTENCE

No Millwright shall use his vehicle for other than personal travel to and from the job.

1. If transportation is not furnished by the employer, Millwrights shall receive travel and/or subsistence expense as follows:

    a. For the counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo, travel shall be established from the center of the Oakland Bay Bridge 0.2 miles west of the westerly end of the Yerba Buena Tunnel. In the remaining counties covered by this Agreement, from the City Halls of Chico, Eureka, Fresno, Modesto, Monterey, Redding, Sacramento, San Jose, Santa Rosa, Stockton, Vallejo, and Visalia. Travel from the above-defined points shall be as follows:

    b. Over fifty (50) miles in free zone. $15.00 per day worked.

    c. Millwrights employed in the subsistence area set forth in the subsistence map in the 1968-71 Carpenters Agreement shall receive beginning January 1, 1986 - $32.50 per day worked.

    d. Special condition for Humboldt County and Ft. Bragg proper is subsistence for non-residents only. *Travel shall apply for residents as set forth in l.a. above.

    *Residents of Ft. Bragg proper shall be defined as living within twenty (20) road miles of Ft. Bragg city hall.

e. Map Description - Area No. 1 Free Zone
Commencing with mouth of the Carmel River in Monterey County,

Thence easterly along the north bank of Carmel River to Tularcitos Junction,
Thence southeasterly along Tularcitos Road to Arroyo Seco Road,
Thence along south fork of Arroyo Seco Road to Greenfield and Highway 101,
Thence southerly along center line of Highway 101 to San Lucas,
Thence easterly along center line of Highway 198 to Coalinga,
Thence southerly along center line of Highway 33 to Kern County line,
Thence easterly along north boundary line of Kern County of intersection of said county line and Highway 65,
Thence northerly along center line Highway 65 through Porterville, Exeter, Badger to intersection of Highway 65 and Highway 180,
Thence on a straight line in a northwesterly direction to Pine Ridge,
Thence along center line of county road to Auberry,
Thence northerly along center line of county road to North Fork, Lakeview, to intersection of said county road and Highway 41,
Thence northerly along center line of Highway 41 to intersection of Highway 41 and Highway 49,
Thence northerly along center line of Highway 49 through Mariposa, Coulterville, Chinese Camp, Sonora, Jackson, Placerville, Auburn, Grass Valley to San Juan,
Thence on a northerly line to Challenge,
Thence along center line of county road through Woodleaf to Strawberry Valley,
Thence northerly along west boundary of Plumas County to intersection of Highway 36,
Thence northwesterly along center line of Highway 36 to intersection of Highway 36 and Highway 89,
Thence northerly along Highway 89 to intersection of Highway 89 and west boundary to Section 22, Township 30 north, Range 4 east of Mount Diablo Base and Meridian,
Thence northerly to northwest corner of Section 3, Township 30 north, Range 4 east,
Thence westerly along Township 30 north, to the intersection of Mount Diablo Meridian,
Thence northerly to the northeast corner of Township 34 north, Range 1 west,
Thence westerly along Township 34 north, to eastern boundary of Trinity County,
Thence southerly to intersection of county road,
Thence southerly along center line of county road to Tower House,

Thence westerly along center line of Highway 299 to intersection of eastern boundary of Trinity County,
Thence southerly along east boundary to Trinity County Line to the intersection of the west boundary of Range 7 west,
Thence south to southwest corner of Township 30 north, Range 7 west,
Thence southerly along western boundary of Range 6 west to the intersection of Colusa County line of western boundary to Township 16 north, Range 6 west,
Thence southerly along east boundary of Lake County to intersection of Highway 20,
Thence westerly along center line of Highway 20 to intersection of Highway 101,
Thence southerly along Highway 101 to intersection of county road,
Thence westerly along center line of county road to Comptche,
Thence from Comptche south to southwest corner of Township 16 north, Range 15 west,
Thence easterly to northwest corner of Township 15 north, Range 14 west,
Thence southerly to southwest corner to Township 14 north, Range 14 west,
Thence easterly to northwest corner of Township 13 north, Range 13 west,
Thence southerly to southwest corner of Township 13 north, Range 13 west,
Thence easterly to northeast corner of Township 12 north, Range 12 west,
Thence southerly to southwest corner of Township 11 north, Range 12 west,
Thence easterly to northwest corner of Township 10 north, Range 11 west,
Thence southerly along western boundary of Range 11 west to southwest corner of Township 8 north, Range 11 west,
Thence westerly to southeast corner of Section 33 of Township 8 north, Range 12 west,
Thence southerly along coastline of California to north bank of Carmel River, the point of beginning.

The following map descriptions shall be called Area 3 and shall be a subsistence zone within Area 1:

Commencing with the southwest corner of Township 7 south, Range 3 east, Mount Diablo Base and Meridian,
Thence northerly along the easterly line of Range 2 east to the intersection of the northerly boundary of the Santa Clara County line,
Thence easterly along said county line to the easterly line of Range 4 east,
Thence southerly along said easterly Range line to the southeasterly corner of Township 7 south, Range 4 east,
Thence westerly along southerly boundary of said Township 7 south to the point of beginning.

Map Description - Area No. 2 Subsistence Zone

From the Pacific Ocean at the southwest corner of Township 2 north, Range 3 west, Humboldt Base and Meridian,
Thence easterly to northwest corner of Township 1 north, Range 1 west,
Thence southerly to southwest corner of Township 1 north, Range 1 west,
Thence easterly along Humboldt Baseline, to northwest corner of Township 1 south, Range 1 east,
Thence southerly along Humboldt Meridian to intersection of county road north of Honeydew,
Thence northeasterly along center line of county road to Dyerville,
Thence on a straight northeasterly line to Bridgeville,
Thence northeasterly on Highway 36 to intersection of eastern boundary of Township 1 north, Range 3 east,
Thence northerly on eastern boundary of Range 3 east, to northwest corner of Township 9 north, Range 4 east,
Thence westerly along center line of county road through Martin's Ferry to Orick,
Thence south along coastline to the point of beginning.

f. Travel expenses in subsistence areas as outlined above will be paid, at the rate of $15.00 at the beginning and at the completion of each job, or termination of the employee, except for jobs performed in one day or less and the employee is paid or furnished transportation.

SECTION 2
SHOW-UP TIME

A. When workers are ordered and dispatched for work and report for work on the same day, they shall be paid hours worked plus two (2) hours reporting, but not to exceed eight (8) hours on a regular eight (8) hour shift.

B. Except on the first day of employment when workers report to work and no work is provided, they shall receive four (4) hours pay and travel or subsistence, whichever may apply. If a Millwright employee is required to report to work and no work is provided as a result of inclement weather, the employee shall be paid subsistence or travel for the day as spelled out in Section 1, whichever may apply.

C. The regular lunch period for Millwrights shall start no less than three and one-half (3 1/2) nor more than five (5) hours after the start of any regular shift. Any Millwright who works more than a five (5) hour period without a meal period shall be paid for all work in excess of said five (5) hour period (at the prevailing overtime rate) until a meal is provided (such pay shall be reckoned by the hour and the half hour). The established lunch period will constitute the reckoning of the day or half day. If the job circumstances

2003-2008 CEA/CARPENTERS MASTER LABOR AGREEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered into this 3rd day of June, 2003, extends the current Master Labor Agreement between the Construction Employers' Association (CEA) and the Carpenters 46 Northern California Counties Conference Board through June 30, 2008 and provides the following modifications to the 1999-2004 CEA/Carpenters Master Labor Agreement:

I. Term of Agreement:

Agreement shall be effective July 1, 2003 through June 30, 2008.

II. Wage and fringe benefit increases are as follows:

July 1, 2003 -

<u>9 Counties Area</u>

$1.25 – Union's Discretion
$ .03 – Work Fees

<u>3 Counties and 34 Counties Areas:</u>

$.50 – Union's Discretion
$.03 – Work Fees

For extended employers, projects with a total base bid value of $25 million or more in the 3 and 34 Counties areas, bid or negotiated after the effective date of this Agreement and prior to July 1, 2004, wage rates for the duration of the project shall be $3.50 per hour above the applicable 3 or 34 Counties' wage rates, with the exception of wood frame residential construction of 3 stories or less which shall not be subject to this provision. Existing projects shall be grandfathered at July 1, 2003 rates for the remainder of the project.

August 1, 2003 -

<u>All Areas</u> - <$.75>

For extended employers, waive $.75 ($.71 for CEA members) for a seven month period (August 1, 2003 through February 29, 2004):
$.49 from Work Fees (Supplemental Dues)
$.06 from CWPC
$.07 from Contract Administration
$.03 from BIPTF
$.01 from CBAP
$.04 from BIT ($.01 for CEA members)

Initials: _____ _____

VI. Modify Apprenticeship provisions of Section 39 (Wage Rates) to read as follows:

"An individual employer ~~may~~ **shall** employ apprentices only in accordance with the provisions of this Agreement and the applicable rules and regulations of the Carpenters Training Committee and the Apprenticeship Standards."

"An individual employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the individual employer. ~~Subject to applicable law, the parties shall use their best efforts to employ apprentices.~~ **Any individual employer employing five (5) journeymen shall, while employing five (5) journeymen, also employ at least one (1) apprentice. For each additional five (5) journeymen then in his employ, he shall employ at least one (1) additional apprentice.**"

VII. Apprenticeship Wage and Fringe Benefits Schedule

The parties agree to modify the existing practice whereby fringe benefit increases are automatic, based on calendar months from an apprentice's indenture or re-indenture date. Wage and fringe benefit increases for all apprentices shall be governed by the individual Joint Apprentice Training Committees (based on calendar months, work hours and completion of mandatory training classes).

VIII. Subsistence

Add "Willits" to the cities listed in Section 1(a) of Appendix A (Subsistence).

IX. Designated Off Days

The parties agree to move the provisions setting forth the four designated off days for each year from Section 24 (Work Week) to Section 25 (Holidays). The four designated off days for 2003 and 2004 are as follows:

2003: Friday, February 14th; Friday, May 23rd; Friday, August 29th; Friday, December 26th.

2004: Friday, January 2nd; Friday, May 28th; Friday, September 3rd; Friday, December 24th.

The four designated off days for 2005, 2006, 2007 and 2008 shall be determined by the Union.

All other terms and conditions of the 1999-2004 Master Labor Agreement by and between the Construction Employers Association and the Carpenters 46 Northern California Counties Conference Board shall remain unchanged.

(Signature Page to Follow)

Initials: MNW _____ _____ 107