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DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

LABORER AND RELATED CLASSIFICATIONS

IN

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

23-102-2

23-152-2

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AUG 07 1997
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MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS, INC.

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS

This Agreement entered into this first day of **July 1997**, by and between the **Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors' Association and the Southern California Contractors Association, Inc.,** on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS;** and, the **Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO**, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; 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.

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable, regular straight- time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 a.m. and 5:00 p.m. shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 7:00 a.m. and 5:00 p.m., and any time worked before 7:00 a.m. or after 5:00 p.m. shall be paid for at the applicable overtime rate.

2. When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

H. Emergencies:

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at the straight time rate. All other terms and conditions of this Agreement shall apply.

I. Subsistence

Any jobs or projects which have been bid or commitment made prior to September 1, 1992, will continue to be performed under the provisions of the 1988-1992 Agreement.

1. In the subsistence area, as herein defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars ($30.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

2. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

3. No subsistence need be furnished or paid in the following instances:

(a) When the work performed on the job or project is located within the free zone designated in Exhibit "A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid projects is located within sixty (60) road miles of the job or project which is located in the subsistence area.

(c) When the work performed on the job or project is located within fifty (50) road miles of the City Hall of Bishop, California.

4. Subsistence shall be paid at the rate of thirty-two dollars ($32.00) per scheduled workday in the Counties of Inyo and Mono including Trona designated in Exhibit "A".

5. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

(1) 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.

6. 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.

J. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However. employees who voluntarily report to a point for free transportation to the jobsite will not be compensated from the time enroute and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

K. Workmen referred under Article III to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS I-9 Form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall not be paid showup time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.

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.

2. The Contractor 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.

3. After January 1, 1993, all laborers and entry level laborers shall receive certification that they have successfully completed the Basic Safety Course to be developed by the Laborers Training and Retraining Trust Fund of Southern California. Thereafter, certification shall be renewed annually. Such certification will be at no cost to the Employer.

B. Rest Periods

1. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work, except for pre-shift overtime work up to a maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.

2. If employees do not receive the required six (6) hours' rest period, they shall be paid at the applicable overtime rate for each hour worked until they receive six (6) hours' rest off the job or project, regardless if a new workday starts or not.

C. Parking

In the event free parking facilities are not available within three hundred and 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, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

D. 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 and adequate toilet facilities in accordance with California State Law.

MEMORANDUM OF AGREEMENT

by and between

Southern California District Council of Laborers

and

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.,
BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC., AND
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION**

Changes from the 1997-2000 Master Labor Agreement

RECEIVED
Department of Industrial Relations

JUL 31 2000

Div. of Labor Statistics & Research
Chief's Office

July 28, 2000

LABORERS 2000-2003 MASTER LABOR AGREEMENT

1. **Term of Agreement** All dates to conform with three (3) year agreement effective July 1, 2000, through June 30, 2003

2. **ECA** Delete ***Engineering Contractors' Association (ECA)*** from the Masthead, as a party to the Master Labor Agreement

3. **Amend Article I (COVERAGE), Paragraph B(5)(b) to reflect (Additions shown in italics):**

   (b) Street and highway work, grading and paving, excavation of earth and rock, ***including non-destructive utility line location (hydrovac operations),*** grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, ***underground communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through underground conduit,*** water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

4. **Amend Article I (COVERAGE), Paragraph F(3) to reflect (Additions shown in italics):**

   3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, ***patching,*** sandblasting, water blasting, mixing, handling, shoveling, ***rough strike-off of concrete,*** conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.

5. **Amend Article I (COVERAGE), Paragraph F(4) (NEW): Insert language as follows, and renumber successor paragraphs accordingly (Additions shown in italics):**

   4 Installation and application of epoxy.

23-102-2
For Projects on/after
9/01/2003

MEMORANDUM OF AGREEMENT

By and between

Southern California District Council of Laborers

And

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

Changes from the 2000-2003 Master Labor Agreement

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Department of Industrial Relations
JUL 31 2003
Div. of Labor Statistics & Research
Chief's Office

July 14, 2003

Additions reflected in bold underline, ~~Strikeout items indicate deletions~~

1. **Term of Agreement**

   All dates to conform with three (3) year agreement effective July 1, 2003, through June 30, 2006

2. **Amend Article I (General Provisions), Paragraph A (3) to reflect**

   (3) The term "Union" as used herein, shall refer to the Southern California district Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. **The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the agreement.**

3. **Amend Article 1 (Coverage), Paragraph B (5)(d), to reflect**

   (d) "All work involved in laying and installation of **industrial** pipe ~~outside of a building, structure or other work,~~ regardless of the material used or substance conveyed.

4. **Amend Article 1 (Coverage), Paragraph F(3), to reflect**

   All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling, rough-strike off of concrete, **concrete that may be hand worked by any method or means**, conveying, pouring, handling of the chute from ready mix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.

5. **Amend Article 1 (Coverage), Paragraph F(11), to reflect:**

   All work in connection with **horizontal** directional ~~boring~~ drills, including operation of ~~boring~~ drill and electronic tracking device (locator). All helper work on water well drills.

6. **Amend Article 1 (Coverage), Paragraph F (20), to reflect:**

   The installation of all forms of ~~wire, and metal~~ fencing **of any type or material** including chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive working days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph F ~~s~~Special ~~s~~Shifts.

31. **Article XVIII (Working Rules for Laborers), Paragraph C (1.), Revise to read:**

C. 1. When so elected by the Contractor, a single shift starting at **5:00** a.m., **5:30** a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m. .....

32. **Article XVIII (Working Rules for Laborers), Paragraph C(2), Revise to read:**

The provisions of Paragraph C will apply only if ~~the employees of the employer performing work which comes within the recognized jurisdiction of~~ the Carpenters, Cement Masons, Operating Engineers and Teamsters *who have members* working on the job or project *for the Contractor* agree to the same provisions as outlined in the preceding Paragraph.

33. **Article XVIII (Working Rules for Laborers), Paragraph I (Subsistence), Revise to read:**

1. ~~In the subsistence area, as herein defined in Exhibit "A" subject to the exceptions noted below,~~ ~~s~~Subsistence shall be paid at the rate of **forty-five dollars ($45.00)** per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

2. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

a) 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) day per week in compliance with California State Laws.

3. 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.

34. **Article XIX (Wage Scales), Paragraph A. (Overtime Rates), Revise to read:**

Time and one-half, except hours worked over 12 in a single workday, **Sundays and Holidays, which are double (2) time**

35. **Classifications – Group I – Add:**

Concrete Curb and Gutter Laborer / Certified Confined Space Laborer / Expansion Joint Caulking by any method (including preparation and clean-up) / Environmental, Remediation/ Monitoring Well / Toxic waste, and Geotechnical Drill Helper / Laborer, Concrete / Traffic Control by any method (including assisting in the moving and installation of Construction signs, barriers barricade, delineators, cones, etc.) / Traffic Control Pilot Truck, Vehicle Operator in connection with all Laborers work.

36. **Classifications – Group II – Add:**

Grout Man (including forming, pouring, handling, mixing, finishing and cleanup of all types of grout) / Irrigation Laborer

37. **Classifications – Group III – Add:**

Asphalt, Installation of all fabrics /, Compactor (all types including Tamper, Barko, Wacker) / Fence Erector / Guardrail Erector / Bushing Hammer / Shot Blast Equipment Operator (8 to 48 inches) / Small Skid Steer Loader ~~Tampers, Barko, Wacker and similar types~~ (moved),

38. **Classifications – Group IV – Change:**

Laser Beam in connection with **all** Laborer's work

Add:

Installer of Subsurface Instrumentation, Monitoring Wells or Points, Remediation Systems Installer / Concrete handworking by any method or means

39. **Classifications – Group V – Change:**

Southern California District Council of Laborers

Mike Quevedo, Jr.
Business Manager

7-30-03
Date

Associated General Contractors of California, Inc.

Claire McChristy
Director of Industrial Relations, Southern California

7/29/03
Date

Building Industry Association of Southern California, Inc.

Pamela Ackrich
Labor Relations Director

7/26/03
Date

Southern California Contractors Association

Jere Meacham
Director of Labor Relations

25 July 2003
Date

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