STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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San Francisco CA 94142-0603

TRAVEL & SUBSISTENCE PROVISIONS

FOR

TEAMSTER

IN

SAN DIEGO COUNTY

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

ARTHUR A. CANTU
Principal Executive Officer and Secretary-Treasurer
ROBERT J. REIS
President
CARL R. REID
Vice President
FRANK L. SCHUDAR
Recording Secretary

RAUL Q. SANCHEZ
Trustee
RICHARD L. LUSTER
Trustee
GREGORY A. MORAN, JR.
Trustee

AFL~CIO

6/16/01 - 06/11/04

MASTER LABOR AGREEMENT

BETWEEN

THE ASSOCIATED GENERAL CONTRACTORS

OF AMERICA

SAN DIEGO CHAPTER, INC.

AND

BUILDING MATERIAL, CONSTRUCTION, INDUSTRIAL,

PROFESSIONAL AND TECHNICAL

TEAMSTERS UNION LOCAL #36

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"50 YEARS PROUD"

1946 ~ 1996

2001 – 2004 MASTER LABOR AGREEMENT

SECTION 1 – PARTIES TO AGREEMENT:

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

B. DEFINITIONS:

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

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

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

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

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

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ATTN ERIC From Bob Reis Local 36 San Diego

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WHICHEVER OCCURS EARLIER. DESIGNATED PARKING AREAS SHALL BE REASONABLY LEVEL AND GRADED TO DRAIN.

SECTION 24 – TRANSPORTATION

EMPLOYEES SHALL TRAVEL TO AND FROM WORK ON THEIR OWN TIME AND BY MEANS OF THEIR OWN TRANSPORTATION. THE EMPLOYER SHALL NOT REQUIRE, DIRECTLY OR INDIRECTLY, AN EMPLOYEE COVERED BY THE TERMS OF THIS AGREEMENT TO FURNISH A PICKUP OR OTHER CONVEYANCE TO TRANSPORT THE EMPLOYER'S TOOLS, MATERIALS OR EQUIPMENT OF ANY KIND.

SUBSISTENCE

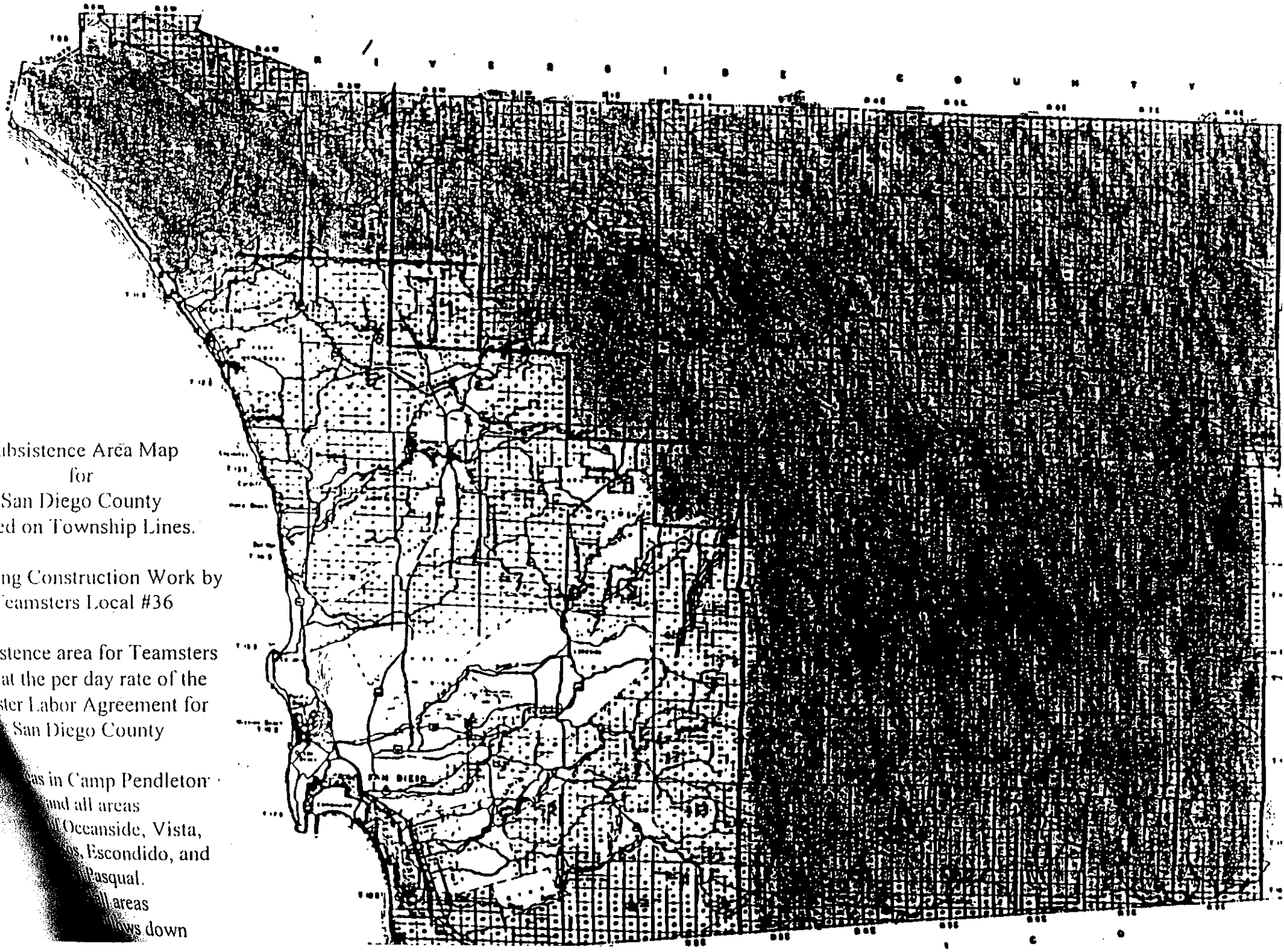
SUBSISTENCE WILL BE $30.00 A DAY. ANY WORK TO BE DONE WITHIN THE TEAMSTERS LOCAL 36 SUBSISTENCE AREA MAP WILL BE ENTITLED TO $30.00 A DAY. SEE MAP ENCLOSED.

SECTION 25 – SUBCONTRACTORS

A. THE PARTIES RECOGNIZE THE DESIRE AND THE NEED OF EMPLOYEES WHO HAVE BEEN LONG TIME MEMBERS OF ORGANIZED LABOR TO TOIL ALONGSIDE EMPLOYEES WITH SIMILAR PRINCIPLES AND GOALS. THEY FURTHER RECOGNIZE THAT SUCH EMPLOYEES ARE PERSONS WHO HAVE UNDERTAKEN ECONOMIC ACTION OR HAVE GIVEN MORAL AND FINANCIAL SUPPORT TO OTHERS WHO HAVE TAKEN SUCH ACTION, AND THEREBY SUFFERED FINANCIAL DEPRIVATIONS FOR THE COMMON GOOD, FOR THE PURPOSE OF RAISING TO THE CURRENT LEVEL THE STANDARDS OF ALL EMPLOYEES IN THE CONSTRUCTION INDUSTRY. ADDITIONALLY, THE PARTIES RECOGNIZE THAT EMPLOYEES WHO HAVE THIS COMMON BOND WISH TO BE ASSURED THAT JOB SITES UPON WHICH THEY ARE EMPLOYED OR WILL BE EMPLOYED ARE STAFFED WITH EMPLOYEES WHO HAVE NOT ACTED IN A MANNER TO UNDERMINE THE ECONOMIC BATTLE OF WAGES, HOURS, AND OTHER CONDITIONS OF EMPLOYMENT.

B. IN CONSIDERATION OF THE FOREGOING, THE FOLLOWING PROVISIONS SHALL BE ADHERED TO RESPECTING SUBCONTRACTORS:

A SUBCONTRACTOR, FOR THE PURPOSE OF THIS AGREEMENT, IS DEFINED AS ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY HOLDING A VALID STATE CONTRACTOR'S LICENSE WHEN REQUIRED BY LAW, TO PERFORM WORK COVERED BY THIS AGREEMENT AND WHO EMPLOYS WORKMEN AS EMPLOYEES TO PERFORM SERVICES COVERED BY THIS AGREEMENT, INCLUDING THE PERFORMANCE OF LABOR AND/OR FURNISHING AND/OR INSTALLING MATERIAL, OR THE OPERATION OF EQUIPMENT. ALL



Subsistence Area Map
for
San Diego County
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Teamsters Local #36

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San Diego County

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TEAMSTER EMPLOYEES WORKING ON A PHASE OF A PROJECT WITH OPERATING ENGINEERS WILL WORK THE SAME SHIFT ARRANGEMENT, EXCEPT AS PROVIDED FOR IN SECTION 20 HEREOF WHERE THE CONTRACTOR SCHEDULES A SATURDAY MAKE-UP DAY AND/OR A FOUR (4) DAY TEN (10) HOUR PER DAY SHIFT ARRANGEMENT.

F. TOOLS AND TOOL SECURITY:

1. WRENCHES OVER TWO (2) INCHES AND SOCKET WRENCHES MORE THAN THREE-QUARTER (3/4) INCH DRIVE, AND ALL TORQUE WRENCHES, SHALL BE FURNISHED BY THE EMPLOYER.

2. THE INDIVIDUAL EMPLOYER SHALL PROVIDE AT EACH YARD OR JOBSITE, A SECURE PLACE WHERE HIS TEAMSTER MECHANIC AND/OR HELPER MAY KEEP HIS TOOLS. IF ALL OR ANY PART OF A TEAMSTER MECHANIC AND/OR HELPER'S KIT OR WORKING TOOLS IS LOST BY REASONS OF THE FAILURE OF THE INDIVIDUAL EMPLOYER TO PROVIDE SUCH A SECURE PLACE, OR BY FIRE, FLOOD, OR THEFT INVOLVING FORCIBLE ENTRY WHILE IN THE SECURE PLACE DESIGNATED BY THE INDIVIDUAL EMPLOYER, THE INDIVIDUAL EMPLOYER SHALL REIMBURSE SUCH TEAMSTER MECHANIC AND/OR HELPER FOR ANY SUCH LOSS, SUBJECT TO A MINIMUM LOSS OF $50.00 AND A MAXIMUM LOSS OF $8,500.00. IN ORDER TO OBTAIN THE BENEFITS OF THIS PARAGRAPH, A TEAMSTER MECHANIC AND/OR HELPER MAY BE REQUIRED TO PROVIDE THE INDIVIDUAL EMPLOYER WITH THE INVENTORY OF HIS TOOLS AT THE TIME HE COMMENCES WORK AND AN ADDITIONAL INVENTORY EVERY THREE (3) MONTHS.

G. MOVEMENT OF EQUIPMENT:

WHEN EQUIPMENT IS MOVED FROM ONE CONSTRUCTION JOB TO ANOTHER, OR FROM YARD TO JOBSITE, OR VICE VERSA, BY AN EMPLOYEE COVERED BY THIS AGREEMENT, SUCH TRANSPORTATION SHALL BE UNDER THE WAGE SCALE AND CONDITIONS OF THIS AGREEMENT. IN ADDITION, THE DRIVER TRANSPORTING SUCH EQUIPMENT WILL BE PAID REASONABLE EXPENSES INCURRED ON SUCH TRIP AND WILL BE GIVEN RETURN TRANSPORTATION OR A REASONABLE ALLOWANCE, THEREFORE, FROM THE POINT OF DELIVERY OF THE EQUIPMENT DIRECT TO HIS STARTING PLACE, AND PAY THEREFORE AT THE REGULAR STRAIGHT TIME HOURLY WAGE RATE FOR THE ACTUAL HOURS SPENT IN TRAVELING; PROVIDED, THAT HE SHALL NOT BE PAID MORE THAN EIGHT (8) HOURS STRAIGHT TIME PAY AT HIS REGULAR WAGE RATE.

H. ASSIGNED EQUIPMENT OVERTIME: