STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *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 PROVISIONS

FOR

CARPENTER

Engineering Construction

IN

SAN DIEGO COUNTY

23-31-4

MEMORANDUM OF UNDERSTANDING
ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER
and
SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

The 1998-2002 Master Engineering Agreement between the Associated General Contractors, San Diego Chapter and the Southern California Conference of Carpenters will be amended as follows:

1. Sec. 1 (A) Change **date**, delete **"AFL-CIO"** (make these changes where ever appropriate).

   (B) Change reference from **"District Councils"** to **"Regional Council"** (where ever it appears).

2. Sec. 2 Change **dates** to July 1, 2002 and July 1, 2006 (where ever appropriate).

3. Sec. 6 (B) Change incorrect references to Sections 16 and 30 to 15 and 29, respectively.

4. Sec. 7 (C) Change reference to "subsequent **anniversary** date" to "subsequent **expiration** date".

5. Sec. 8 (B) Amend Section as follows:

B. It is the determination of the Union, unilaterally arrived at, that the prevailing wages and fringe benefits established by this Labor Agreement can best be maintained by the Unions' unilaterally adopted policy of insuring uniform benefits for all the workers it represents in their work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction industry work in classifications similar to those set forth in this Agreement in San Diego County, the parties will be notified and such Agreement shall be made available to the signatories hereto. ~~The term or condition adopted by signators to this Agreement may be implemented by such Employer's on any or all projects for the duration of this Agreement. Prior to granting any Employer such more favorable term or condition, the Union shall give the association written notice of its intention to grant the more favorable term or condition. If the Union fails to give such notice, each Employer signatory to this Agreement can thereafter rescind this Agreement as it applies to each such Employer, or pursue a claim against the Union for money damages, through the grievance procedure provided below.~~ Term of the Agreement is not considered a more favorable condition which an Employer may pick or chose.

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6. Sec. 14 (D) Change reference to Section 28 to Section 29.

7. Sec. 20 (A) Change by deleting "voluntary" makeup day and replacing with "inclement weather/act beyond control" makeup:

A. WORKDAY/WORK WEEK Forty (40) hours worked from Monday through Friday shall constitute a week's work. Any work actually performed in excess of eight (8) hours in one day or forty (40) hours during any work week, and any work performed on a Saturday shall be payable at the rate of one and one-half (1 ½) times the employee's straight-time hourly rate; except that an employee who does not complete a full forty (40) hour week ~~for any reason~~ **for reasons beyond the control of the Employer, such as inclement weather, may voluntarily work a makeup shift (whole day only) on Saturday at the straight time rate of pay, with the approval of the Regional Council.**

8. Sec. 20 (D) Change as follows:

The Employer may, with notice to the Union, ~~and where a majority of the employees of the effected craft on the jobsite concur~~, establish a special straight time or multiple shift arrangement calling for four (4) ten hour days to run consecutively, except for inclement weather, major breakdown or suspension of the project in which an additional ten hour day (Friday or Saturday) may be utilized to complete the forty hour week.

9. Sec. 21 (G) Delete, provision is repeated in Sec. 31 (D)

10. Sec. 31 (A) Delete "AFL-CIO".

11. Sec. 31 (E) Increase **welder premium to $1.00** per hour.

12. Sec. 31 (G) Increase **foreman premium to $2.00** per hour.

13. Sec. 32 Increase wages as follows:

July 1, 2002	**$1.50**
July 1, 2003	**$1.55**
July 1, 2004	**$1.55**
July 1, 2005	**$1.55**

Increases to be allocated by Union.

Increase for July 1, 2002 will be allocated 15¢ increase in Health & Welfare, 6¢ to Vacation/Supplemental Dues and 4¢ to Apprenticeship.

14. Sec. 33 Delete entire Section.

15. Sec. 35 (A) Change **Foreman premium to $2.00**, change **General Foreman differential to $2.00** over Foreman

16. Sec. 35 (B) Change **welder premium to $1.00** per hour.

17. Sec. 35 (L) Same wage increase as Carpenters.

18. Sec. 36 (D) Increase **welder premium to $1.00** per hour.

19. Sec. 36 (E) Increase **Foreman premium to $2.00** per hour.

20. Sec. 36 (K) Same wage increase as Carpenters.

21. Sec. 37 (D) Change date to 2002, and increase amount as allocated by Southern Conference delegates

22. Sec. 38 (A) Change reference to **"Building Trades"** to **"Regional Council"**.

23. Change Section 35 dealing with Millwrights and Section 36 dealing with Divers to reflect changes agreed to be the Millwright Employers and those employers who perform diving work. The San Diego AGC will review the changes prior to their inclusion in the Agreement.

ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER

Jim Ryan

Jim Ryan, Executive Director

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

Gordon K. Hubel

Gordon K. Hubel, Contract Administrator

2001- 2002

MASTER ENGINEERING CONTRACTORS
LABOR AGREEMENT

BY AND BETWEEN

ASSOCIATED GENERAL CONTRACTORS, SAN DIEGO CHAPTER, INC.

AND

THE SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

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3. He reports for work in unfit condition or without proper tools, referral, or credentials.

4. He is unable or refuses to perform the specified work for which he was requested, in which case the Employer or his representatives shall immediately notify the Union. If the employee is unable to perform the specified work for which he was requested, he shall be paid only for actual time worked.

5. He has been notified before the end of the last preceding shift not to report.

C. EXCEPTIONS to (A) and (B) above: In the event of inclement weather, major breakdown or suspension of the project or portion thereof which is beyond the Employer's control, the Employer will make a reasonable effort to notify employees not to report, and no show-up time will be paid. Each Employer shall establish a policy concerning employees reporting for work during inclement weather. Such policy shall be communicated in writing to the Union. The Employer's policy may be varied on a project basis by written notice to the Union. When employees report and are put to work, and work is discontinued because of inclement weather, major breakdown, or suspension of the project which is beyond the Employer's control, they shall receive pay for the actual hours worked.

D. An employee discharged for incompetence shall receive pay for the actual hours worked.

E. Notwithstanding provisions contained elsewhere in this Agreement and except as provided in (C) and (D) above, any employee who reports for work, and for whom work is provided, shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one (1) day he shall receive six (6) hours pay and if more than (6) hours are worked in any one day he shall receive eight (8) hours pay.

F. On overtime days, whenever employees work more than four (4) hours they shall be paid only for actual hours worked at the overtime rate.

G. EMPLOYEES shall travel to and from work on their own time and by means of their own transportation. No employee shall be required to furnish to the Employer transportation of the Employer's tools, materials, or equipment of any kind.

SECTION 22

PAYMENT OF WAGES

A. All wages due employees must be paid weekly on a designated pay day by the Employer on the jobsite prior to end of the employee's shift.

reduction in employees or in classifications determined by the grievance procedure provided in Section 29 of this Agreement.

C. The Employer agrees to recognize and observe craft jurisdiction in so far as possible and practicable. The Union agrees to permit the transfer from one Union's jurisdiction to any other signatory Union's jurisdiction in case of emergency where life or property are in imminent danger. When such transfer involves more than one Union, it shall not be necessary that workmen apply for membership in more than one Union. The Employer may transfer employees from one classification to any other classification within the same Union's jurisdiction at any time, provided the employee shall receive for the entire day the rate of pay of the highest classification in his craft in which he worked that day.

D. WELDING TEST: Where journeymen are required to take welding tests for certification, they shall, before starting tests, be placed on the payroll of the individual Employer, and shall be paid in accordance with the wage schedule contained in this Agreement. Welders shall be given certification papers on every job (which requires them) upon termination due to reduction in force or upon project completion.

SECTION 26

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 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.

SECTION 27

INJURY

Employees who are, as a result of an industrial injury not caused by their violations of State Law, CAL-OSHA standards or violation of the posted Employer's Safety Procedures, unable to complete a full day's work, shall be paid in accordance with the provisions contained in Section 22.

An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided the employee can perform his work competently and safely.

c. This grievance procedure is limited to contractor's signatory hereto.

d. There shall be no attorneys, court reporters, or recording devices of any type at the Conference Board hearings.

SECTION 30

FOREMAN

The Union recognizes that a craft foreman shall be an employee appointed by and under the supervision of the Employer or his representative. The Union further recognizes that craft foremen shall perform certain supervisory functions assigned by the Employer, and the Union will take no action that would impede or interfere with these duties provided they are not in conflict with the terms of this Agreement and/or Safety Laws of California.

(Foreman rate and working conditions: (see Craft Working Rules.)

SECTION 31

CARPENTERS GENERAL WORKING RULES

A. The following general working rules shall apply to all work coming within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO.

B. Carpenters shall not be required to provide any gasoline driven pneumatic or electrical tools, electrical cords or any other similar equipment other than carpenter's hand tools.

C. Transportation Expenses: Carpenters required to transfer from any project to any other project of the Employer during working hours by their own transportation shall be reimbursed for expenses incurred.

D. 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, any 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.

E. There shall be a separate classification for certified welders who are performing work which requires a certified welder. The rate of pay under this paragraph shall be $.50 per hour above the Journeyman rate. Any employee improperly dispatched ion accordance with the above will not receive show-up or subsistence pay.

F. When requested by the Employer, welders in the Union's jurisdiction previously

14. Millwrights shall start up and run any piece of equipment which they install and make any adjustments deemed necessary to full production use.

15. Nuclear reactors and related equipment shall be set, aligned, leveled and repaired by the Millwrights.

FOR CLARIFICATION:

All sole and subsole plates, supports and anchor bolts, all dressing, stretching, modifying and measuring of all bolts and all moving parts, mechanical arms, precision rails and rifts, all precision machine work and the welding and forming of any part pertaining to the above done in the field on the construction site, shall be the work of Millwrights.

L. WAGES AND FRINGE BENEFITS

Journeyman Millwright

	7/1/2001
Wages	$27.90
Pension	1.01
Health & Welfare	2.30
Apprenticeship	.30
Vacation Supplemental Dues	2.82
Cooperation Committee	.21

Millwrights shall receive the same increases as journeyman carpenters.

M. Hiring Procedure: An open and non-discriminatory list shall be established and maintained for the employment of employees in the Millwright classifications at the office of Millwrights Local 1607, 932 Gerhart Ave., #200, Los Angeles , California 90022. Employees shall be dispatched in accordance with Section 24 of this Agreement, except that dispatch and hiring shall be in accordance with the rules governing the Millwrights Local 1607 hiring hall.

SECTION 36

WORKING RULES FOR PILEDRIVERS AND DIVERS ON CONSTRUCTION

The following rules, agreed to by the signatory Employers and Piledrivers, Bridge, Wharf and Dock Builders Local 2375, Wilmington California, and Southern California Conference of Carpenters, shall apply in the area of San Diego County and offshore area jurisdiction. See also Appendices A and G to this Agreement.

A. Hiring Procedure: An open and non-discriminatory list shall be established and maintained for the employment of employees in the Piledriver classifications at the office of Pile Drivers Local 2375, 728 North Lagoon, Wilmington, Ca. 90744-5499,

California. Employees shall be dispatched in accordance with Section 24 of this Agreement, except that dispatch and hiring shall be in accordance with the rules governing the Piledrivers Local 2375 hiring hall (see Appendix A).

B. Employees dispatched from 8595 Miralani Drive, San Diego, California or 728 North Lagoon, Wilmington, Ca. 90744-5499, shall receive $.20 per mile for one round-trip to projects located beyond thirty-five (35) road miles from 8595 Miralani Drive, Suite A, San Diego, California, except the return trip need not be paid if the employee quits or is discharged for cause excluding completion of this job. If the Employer furnished transportation and the employee elects to utilize that transportation, no travel expense shall be required.

C. The Employers agree to pay travel time in excess of fifteen (15) minutes travel time each way from the point of embarkation to the jobsite. Time paid for travel time is to be paid at straight time rates on any day of the week and is NOT to be considered for overtime computation. Travel time shall be paid for more than fifteen (15) minutes and less than thirty (30) minutes at the rate of one-half (1/2) hour's pay at the regular rate. Travel time requiring more than thirty (30 minutes and less than one (1) hour shall be paid at the rate of one (1) hour's pay at the regular rate, and one-half (1/2) hour's pay shall be paid for each portion of thirty (30) minute intervals thereafter.

D. There shall be a separate classification for certified welders who are performing work which requires a certified welder. The rate of pay under this paragraph shall be $.50 per hour above the journeyman rate.

E. Foreman: Foreman, means a working employee appointed by the Employer, giving orders to other employees. A foreman will receive $1.75 per hour over the highest paid journeyman under his direct supervision and on the Employer's payroll. A foreman can supervise a crew on one jobsite only.

F. Piledriver handling creosote shall receive $.50 above the journeyman rate.

G. Tools:

1. The EMPLOYERS agree to furnish a substantial and weatherproof shed or box, equipped with lock, for the protection of Piledriver's tools, separate from storage of the Employer's tools and equipment.

If all or part of the Piledriver's tools are lost by reason of the failure of the Employer to provide such a secure place, or by fire, flood or theft involving forcible entry, the Employer shall reimburse the employee to a maximum of $300.00 per individual, for tools not covered by insurance. Such reimbursement shall be made within three (3) working days of the loss.

In order to obtain the benefit of this paragraph the Employee must provide the Employer with an inventory of his tools at the time he commences work and an additional inventory every thirty (30) days.

jurisdiction of Piledrivers Local 2375 within five (5) 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 Southern California Conference of Carpenters.

(B) Workmen who, within the five (5) years immediately before the Contractor's order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement, provided such workmen are available for employment.

(C) It is agreed that in connection with the preference outlined in Subparagraph B, above, up to twenty-five (25%) percent of the employees requested through open call (excluding foremen), employed to and performing work covered by this Agreement on any project may be employees designated by the individual Employer on a standard form to be provided by the Southern California Conference of Carpenters. In case of reduction in force, foremen shall not replace other employees on the job, except that two (2) foremen may be retained at all times.

(D) Workmen whose names are entered on said lists and who are available for employment.

(E) With respect to the operation of the Hiring Hall described herein, any Workman registered on any Carpenters Hiring Hall employment list maintained pursuant to any Carpenter Master Labor Agreement shall have his name stricken therefrom in the event he performs work within the recognized craft jurisdiction of the Union for any Employer or as an Employer (in either case without regard to whether the Employer is bound to this Agreement or the Master Labor Agreement) in the area covered by any Master Labor Agreement other than pursuant to a proper Work Referral.

(b) When ordering workmen of the skills required, the Contractor will give notice to Piledrivers Local 2375 not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17½) hours before the required reporting time, and in the event that forty-eight (48) hours after such notice the Local Union shall not furnish such employees, the Contractor may procure employees from any other source. If men are so employed, the Contractor shall immediately report each such employee by name to the Local Union.

3. 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.

4. **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.

5. **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.

6. **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.

7 **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.

(b) 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,
(pneumatic) Swinging from Line of Power Equipment of any kind ..... 2 men*