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

DRYWALL INSTALLER/LATHER (CARPENTER)

IN

SAN DIEGO

MEMORANDUM OF UNDERSTANDING
WESTERN WALL AND CEILING CONTRACTORS ASSOCIATION, INC.
and
SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

The 1998-2002 Drywall/Lathing Master Agreement shall be amended as follows:

1. Change all references to District Council to Southwest Regional Council of Carpenters. Delete references to Arizona State Council of Carpenters and Nevada State Council of Carpenters on page 1.

2. Section 2 Add firestop work to job description (language to follow). Add the following language:

3. ARTICLE IV Change address of Southern California Conference of Carpenters on Article IV, Section 3.

4. Amend Article X, Section 6 to read

   Section 6 In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Employer shall perform any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Employer (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) any ~~significant degree~~ ***legally sufficient degree*** of ownership, management or control, the terms and conditions of this Agreement shall be applicable to all such work on that job or project.

5. Change Article X, Section 7 to read as follows:

   On behalf of each individual Contractor signatory hereto, the Association, having received from the Union a demand or request for recognition as the majority representative of the unit employees covered by this collective bargaining agreement; and having been presented, or having been offered to be presented with, by the Union, proof that the Union has the support of, or has received authorization to represent, a majority of the unit employees covered by this collective bargaining agreement; hereby expressly and unconditionally acknowledges and grant, on behalf of itself and each of its members in their individual capacities, recognition to the Union as the sole and exclusive collective bargaining representative of the unit employees covered by this

collective bargaining agreement, pursuant to Section 9 (a) of the National Labor Relations Act, as amended, and agrees not to make any claim questioning or challenging the representative status of the Union.

6. Add new Section 12 providing that Wage Order 16 of the Industrial Welfare Commission is incorporated herein in its entirety, except in so far as it contradicts provisions

7. Amend Article XX, Section 6 to provide the following wage increase:

Wage Increase for all classifications:

2002	$1.50
2003	$1.50
2004	$1.50
2005	$1.50

Increases to be allocated by Union.

8. Add the following language in an appropriate place in the Agreement (this is the language in the Master Labor Agreement that is the basis for the C4(a) program).:

1616. A corporate officer, partner (except that up to two (2) partners or corporate officers of a Contractor firm may be exempted from the provisions 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 173 hours per month to the Carpenters Health & Welfare Trust for Southern California and the Carpenters Pension Trust Fund for Southern California ***and the Carpenters Vacation Holiday Savings Plan*** in the sums designated in Attachment 1 to this Agreement. The Trustees of the above mentioned Trusts will be instructed to accept such contributions. ***The Vacation contribution shall not apply to owners or corporate officers. Any individual receiving contributions under this provision, except for owners or corporate officers who do not work with the tools of the trade, shall be covered by the provisions of***

Article Iv, Union Security.

9. Add the following language at an appropriate place to clarify the nature of the vacation/supplemental dues contributions (the language below is from the Master Labor Agreement, the amount would be changed to reflect the correct supplemental dues contribution at the time of ratification of the Agreement):

ARTICLE III
Supplemental Dues

301. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employees written authorization to do so, deduct the sum of sixty-seven cents ($0.67) per hour or the amount of Supplemental Dues that are lawfully required by the Union from the amounts required to be paid by the fifth paragraph of Attachment No. 1 to this Agreement for each employee covered hereby for each hour worked or paid for in each payroll period commencing July 1, 1998 as Special Supplemental Dues. In implementing the foregoing the Carpenters Southern California Administrative Corporation has been designated as Agent for the purpose of receiving and holding written authorization cards and for receiving, holding and allocating and distributing the dues monies.

302. Said Supplemental Dues shall be transmitted to said Agent concurrently with, but not as a part of, the Employers monthly vacation contributions with respect to his employees covered by this Agreement to the 12 County Carpenters Vacation Savings and Holiday Plan (Vacation Trust). All sums deducted by the Employers pursuant to the provision of this Article shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the Employers pursuant to the provisions of this Article shall, from the instance of their transmittal, be considered vacation-holiday contributions if no such proper authorization shall have been furnished, and shall be held by the Vacation Trust for the account of the employee. Prior to the deposit in the separate bank accounts of the Agent, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation-holiday contributions, respectively, based on whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of either the Agent or the Vacation Trust. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incident to receipt, administration and remittance to the Union of the Supplemental Dues payment shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year

from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Local Union and/or the Agent not more than twenty (20) days and not less than ten (10) days prior to the expiration of the first year or any year thereafter, shall have revoked such authorization.

10. Agreement to be effective July 1, 2002.

Ian Hendry, Executive Director
Western Wall and Ceiling Contractors Assoc.

Gordon K. Hubel, Contract Administrator
Southern California Conference of Carpenters

SOUTHERN CALIFORNIA DRYWALL/LATHING MASTER AGREEMENT

BETWEEN

DRYWALL/LATHING CONFERENCE

OF THE

WESTERN WALL & CEILING CONTRACTORS ASSOCIATION, INC.

AND

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

ARIZONA STATE COUNCIL OF CARPENTERS

AND

NEVADA STATE COUNCIL OF CARPENTERS

OF THE

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AFL-CIO

JULY 1, 1998 to JUNE 30, 2002

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objection to such placement. This notification shall be confirmed in writing to the UNION and the WWCCA.

(iii) The Committee shall be composed of disinterested persons with two labor representatives selected by the Southern California Conference of Carpenters, two management representatives selected by the WWCCA, and a neutral arbitrator. The parties shall maintain lists of ten representatives of labor, ten representatives of management, and five neutral arbitrators to serve as a panel, from which Committee members shall be selected.

(iv) The Committee shall be convened within five (5) working days after receipt by the UNION and the WWCCA of the Contractor's objection to the steward placement and render a bench decision. The neutral arbitrator, who shall have no business connection with either party to this Agreement, shall be authorized to participate in the proceedings and if the committee is unable to reach a majority vote, the arbitrator shall render the deciding vote. A quorum shall consist of one representative selected by the WWCCA and one representative selected by the UNION. If a quorum is not present, a bench decision will be rendered by the neutral arbitrator.

(v) The Committee shall determine whether the UNION has evidence that the Contractor has engaged or is engaging in serious violations as set forth in paragraph (i). The UNION shall have the burden of proving that it has evidence of said serious violations. The determination of the Committee shall be by majority vote as provided in paragraph (iv) above. The Committee's decision shall be final and binding. The decision of the Committee shall be confirmed in writing to the Contractor and the UNION. Should a Contractor fail to abide by the Committee's decision, the UNION shall have the right to exercise its legal and economic remedies.

(vi) The losing party shall bear all costs of the proceedings.

(vii) Stewards placed by the UNION under this Section shall also be afforded the protection set forth in Article IX.

(b) Good cause appearing, a UNION representative or his agent shall have the right to examine the payroll records of any employer on reasonable notice for the purpose of investigating compliance with the terms of this Agreement.

(c) Employee's vehicles shall not be used for transportation of materials or tools owned by or subject to the control of the Contractor exceeding fifty (50) pounds.

(d) The documents which the Contractor must provide to an auditing firm pursuant to Article VII, Section 6, shall include all documents set forth in Article XVI, Section 1.

(e) Mileage and/or subsistence payments will be made in accordance with the Southern

California Carpenters Master Labor Agreement. Currently subsistence has been eliminated in all areas with the following exceptions: a) Room and Board will be provided for employees working on the off shore islands; b) Room will be provided if employees are required to stay overnight.

Section 6. WAGE AND CONTRIBUTION SCHEDULE

(a) The following rates and Trust Fund fringe contributions become effective on the dates and for the types of work as set forth herein:

Journeyman Drywall/Lather	Effective 7/1/98
Wages	$24.75
Pension	1.01
Health & Welfare	2.30*
Industry Fund	.15
Contract Administration Committee	.20
Vacation	2.67*
Apprenticeship	.30
UGC Cooperation Comm.	.17
Total	$31.55

Foreman: $2.00 per hour over journeyman rate.

- Includes $0.67 Supplemental Dues contribution. One dollar of the Vacation contribution is a reallocation of the Health and Welfare contribution and shall be paid to all employees who receive Health and Welfare contributions. The additional dollar of the vacation contribution is paid only to Foremen, Journeymen and apprentices at or above third level.

Those Contractors who contribute to the Lathers Local 440-L Trust Funds shall contribute at the following rates:

Journeyman Lather Wages	$24.75
Pension	1.09
Health & Welfare	2.26*
Industry Fund	.15
Contract Administration Committee	.20
Vacation	2.67*
Apprenticeship	.29
UGC Cooperation Comm.	.14
Total	$31.55

The following wage increase shall take place:

** on next pg.

STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
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P.O. Box 420603
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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

23-31-2
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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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 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

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.