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 PROVISION

FOR

HOUSEMOVER (LABORER)
(ALL CLASSIFICATIONS)

IN

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

AGC CALIFORNIA
The VOICE of the Construction Industry

THE ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC

MEMORANDUM OF AGREEMENT

HOUSEMOVERS MASTER LABOR AGREEMENT

1992-1994

The undersigned parties to this Memorandum of Agreement agree to amend the 1992-1995 Housemovers' Agreement between the Associated General Contractors of California, Inc., and the Southern California District Council of Laborers and Laborers Local Union 507 as follows:

1. Effective July 1, 1992 thru June 31, 1994.

2. Wages: All wages frozen for the duration of the Agreement.

3. Fringes: Effective 1/1/93

Rate closed on 2/19/94 - Effective 3/1/94

Health and Welfare	$4.00
Pension	$3.14
Vacation	$1.05*
Center for Contract Compliance	$ .08
Contract Administration Fund	$ .03

*Includes supplemental dues if so authorized.

4. Eliminates premium pay for hours after 11:00 P.M. thru 5:00 A.M. as provided in Article XI B.1.

Agreed to this 14th day of January, 1993.

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA

SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS

Laborers Local 507

RECEIVED
Department of Industrial Relations
SEP 20 1993
Div. of Labor Statistics & Research
Chief's Office

102-507-1

1989 - 1992

HOUSEMOVER'S AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 1989 by and between signatory members of the Associated General Contractors of California, Inc. hereinafter referred to as the Contractors.

and

The Southern California District Council of Laborers and Laborers Local 507, who are affiliated with the Laborers' International Union of North America, AFL-CIO, having jurisdiction over the work covered by this Agreement, hereinafter referred to as the Union.

PURPOSE

The Contractor is engaged in the business of moving various structures in Southern California. In the performance of its contracting operations the Contractor is employing, and will employ workmen. It is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workmen employed by the Contractors and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractor is assured continuity of operation and workmen are assured continuity of employment.

ARTICLE I

General Provisions

The term Association shall refer to the Associated General Contractors of California, Inc.

The term Employer (or Contractor) shall refer to a person, firm or corporation party to this Agreement.

The term Union means the Southern California District Council of Laborers and its affiliated Local Union, Laborers Local Union No. 507.

The term Employee (or Employees) means the employed person or persons.

The term Workmen means persons in the Labor market not employed.

rate of one and one-half times the straight-time rate; and provided further, that the overtime rate for Yard Maintenance Man on Sundays and holidays, as set forth in the Agreement, shall be paid for at two (2) times the straight time rate; and provided further, that whenever the Yard Maintenance Man is sent out on the job he will work under the same hourly wage rate and working conditions as the Journeyman Housemover.

ARTICLE XIII

A. On crews where four (4) men or more are employed one (1) must be designated as Foreman. Any Contractor who is working on the job at all times may act as Foreman; however, in the event it is necessary for the Contractor to leave the job for any reason, he must designate a Foreman to act in his stead. Any employee who is designated as a Keyman or who has been given the outline of the work to be done shall be paid as a Foreman for the period he is acting in that capacity.

B. Truck Drivers shall be Journeymen Housemovers except as provided in Article XII C. On all truck jobs the Contractor shall have at least two men, one of whom may be the Truck Driver and the other a Journeyman. This provision shall not restrict the application of paragraphs B and C, Article XII.

ARTICLE XIV

A. Where a job is located more than forty (40) miles from the yard of the Contractor, the Contractor shall pay traveling time, as provided in the following paragraphs (1), (2), (3), (4), or (5), from the Contractor's yard to the job, one way. If workmen, reporting to the Contractor's yard for transportation to the job site, are required, by the Contractor, to perform work in the Contractor's yard prior to departure, their pay will begin at the time they start work. The provisions of this paragraph will not be applicable where the workman lives within forty (40) miles of the job and is not required to report to the Contractor's yard. Workmen shall receive traveling pay in the following manner:

(1) Travel time required for a daytime pull, or daytime work, Monday through Friday, shall be at straight-time rates.

(2) Travel time required for a daytime pull, or day time work, to be performed on Saturdays, Sundays or holidays, shall be at straight time rates.

(3) Travel time required for a night time pull, or night time work, on Saturdays, shall be at time and one-half the straight time rates.

(4) Travel time required for a night time pull, or night time work, on Sundays and holidays, shall be at double the straight time rates.

(5) Travel time required for a night time pull, or night time work, between the hours of 6:00 p.m., and 5:00 a.m., Monday through Friday, shall be at time and one half the straight time rates.

B. If workmen are required to report directly to a job more than ten radius miles and up to and including forty radius miles from the yard of the Contractor, the workmen shall be paid an automobile allowance as follows:

From Contractor's Yard up to and including 10 radius miles .....Free zone

Over 10 radius miles up to and including 40 radius miles from the Contractor's yard.....$15.00 per day

C. On jobs located more than forty (40) radius miles to and including 60 radius miles from the Contractor's yard subsistence shall be paid employees at the rate of $22.00 per scheduled work day.

D. On jobs located more than sixty (60) radius miles from the Contractor's yard, subsistence shall be paid employees at the rate of $23.00 per scheduled workday.

E. In lieu of subsistence, the Contractor may, at his option, furnish good and adequate housing and food.

F. Drivers of Trucks and equipment shall be considered as working at the trade and shall be paid in accordance with Article XII.

G. Any workmen reporting to the Contractor's yard for night work, or a night pull, performed between the hours of 6:00 p.m. and 5:00 a.m. shall be paid at the proper overtime rate.

H. Overtime shall not be pyramided on overtime and time spent in traveling shall not be considered as time worked with the tools for the purpose of computing overtime under any State or Federal Law.

ARTICLE XV

A. All grievances or disputes arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be settled in the following manner: