STATE OF CALIFORNIA Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

LABORER

Engineering Construction

IN

SAN DIEGO COUNTY

23-102-3

23-102-3

AGC MASTER LABOR AGREEMENT
FOR ENGINEERING CONSTRUCTION
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.
AND
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
LOCAL N0. 89

PARTIES TO AGREEMENT

This Agreement is entered into this 1st day of July 2004, by and between signatory members of Associated General Contractors of America San Diego Chapter, Inc., hereinafter referred to as the CONTRACTORS; and the Southern California District Council of Laborers, on behalf of itself and on behalf of its affiliated Local No. 89; 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 Section 3, 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.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the terms of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the individual employers.

To effectively implement the foregoing, the parties to the Agreement hereby establish a Committee composed of two (2) representatives appointed by the Southern California District Council of Laborers and two (2) representatives appointed by the Associated General Contractors of America, San Diego Chapter, Inc. This Committee will review requests for changes in the terms and conditions of the Labor Agreement

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Chief's Office

SECTION 21
HOLIDAYS

The following Holidays shall be observed on the date designated by Federal Law:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the holiday rate. No work shall be performed on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

SECTION 22
JOBSITE TRANSPORTATION

Whenever the Employer is required to provide transportation within the jobsite it shall comply with all applicable safety standards.

SECTION 23
PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Contractor will provide such facilities and the individual Contractor 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 Contractor 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.

SECTION 24
LABORERS' FOREMAN

A. The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Employer to be Foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The

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.

G. 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.

H. 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 en route 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.

I. Workmen referred 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 show-up 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.

J. Any time worked on Saturday, Sunday or holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at the Laborers' overtime rate, except that any workmen or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workmen or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.

K. When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

(a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.