STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
*P.O. Box 420603*
*San Francisco CA 94142-0603*

# TRAVEL AND SUBSISTENCE PROVISIONS

# FOR

# **BRICK TENDER:**

# IN

# MARIN COUNTY

102-X-996

RECEIVED
Department of Industrial Relations

SEP 8 2005

Div. of Labor Statistics & Research
Chief's Office

# NORTHERN CALIFORNIA
# MASON TENDERS
# COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2005 through JUNE 30, 2008

BY AND BETWEEN

NORTHERN CALIFORNIA MASON CONTRACTORS
MULTI-EMPLOYER BARGAINING ASSOCIATION
2882 Grove Way, Castro Valley, California 94346
Phone: (510) 581-2776 | Fax: (510) 581-0266

AND

NORTHERN CALIFORNIA
DISTRICT COUNCIL OF LABORERS
affiliated with the
Laborers' International Union of North America
4780 Chabot Drive, Suite 200, Pleasanton, California 94588
Phone (925) 469-6800 | Fax: (925) 469-6900

d. In the event free parking facilities are not available within five (5) blocks of a job site, the Employer will provide such parking facilities and the Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Employers shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

## ARTICLE VII - VACATION PROGRAM & DUES SUPPLEMENT TRUST FUND

Section 1. It is mutually agreed that the existing Vacation Fund shall be maintained for all employees covered under this Agreement; that the employer having made all applicable employee tax deductions from the wages earned shall be authorized to deduct from such wages and deposit with the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, except for Laborers, Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, except for Laborers Local #270 as herein provided.

Section 2. Within the jurisdiction of Laborers' Local Union #270, the Employer shall deposit the deductions of thirty-eight cents ($.38) per hour for the dues check-off with the Laborers' Local Union #270 Trust Fund together with other fringe benefit contributions.

Section 3. DUES SUPPLEMENT: Effective for all work performed on and after the effective date of this Agreement, it is agreed that upon authorization as required by law, the amount of sixty three cents ($0.63) per hour for each hour paid for or worked shall be transmitted to the Vacation-Holiday Benefit for each workman and shall be remitted directly to the Union. This amount of sixty three ($0.63) shall not be deemed part of the Vacation-Holiday Benefit but in an amount specifically agreed to as a supplemental dues benefit. The amount of Supplemental Dues transmittal shall be specified on a statement sent to the workman by the Union. Such remittance shall be made to the Union not less than two (2) times per Year. This Section applies to all Local Unions covered by this Agreement except Local Union #270, San Jose.

## ARTICLE VIII - HEALTH & WELFARE TRUST FUND

Section 1. In addition to the hourly wage, the employer shall contribute and pay to the Laborers' Health & Welfare Trust Fund for Northern California for each hour worked as provided in Article V, Section 1, of this Agreement, except as herein provided for Laborers' Local Union #270, San Jose.

Section 2. Within the jurisdiction of Laborers' Local Union #270, the employer shall contribute the Health & Welfare & Dental contribution as provided for Local Union #270 under Article V, Section 1, for each hour worked.

Section 3. The rates are subject to the provisions of Article V, Section 2, of this Agreement.

## ARTICLE IX - PENSION/ANNUITY TRUST FUND

Section 1. In addition to the hourly wage, the employer shall contribute and pay to the Northern California Laborers' Pension/Annuity Plans for Northern California, for each hour worked by employees covered by this Agreement, as provided in Article V, Section 1, of this Agreement, except as herein provided.

Section 2. In the jurisdiction of Laborers' Local Union #270, the employer shall contribute and pay to the Local Union #270 Pension Plans, for each hour worked by employees working within the jurisdiction of Local Union #270, as provided under Article V, Section 1, of this Agreement as shown for Laborers' Local Union #270.

## ARTICLE X - HEALTH & WELFARE, PENSION/ANNUITY, VACATION-HOLIDAY-DUES SUPPLEMENT, AND MASON TENDER TRAINING.

Section 1. The employer agrees to the terms and conditions and any amendments or modifications thereto to the Trust Agreements establishing the Trust Funds referred to in this Agreement by & between the Associated General Contractors of California and the Northern California District Council of Laborers covering the forty-six (46) Northern California Counties.

Section 2. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he or it shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

Section 3. The employer agrees to the terms and conditions and any amendments or modifications thereto to the Trust Agreements establishing the Trust Funds referred to in this Agreement covering Laborers Local Union #270 which were formerly by and between the Labor Relations Committee of the California Conference of Mason Contractor Associations, Inc. and now, with the approval of the parties hereto, by and between the Northern California Mason Contractors Multi-Bargaining Association and Laborers Local Union #270, San Jose, covering Santa Clara and Santa Cruz Counties.

Section 4. The Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.

## ARTICLE XI - TRAVEL EXPENSES and SUBSISTENCE

Section 1. Within the jurisdiction of the Local Unions covered by this Agreement, workmen shall receive subsistence and/or travel expense as follows:

a. On all jobs of over 80 miles the employee shall receive a subsistence allowance of up to seventy-five dollars ($75.00) per day for each day worked. When an employee is entitled to subsistence and cannot work because of inclement weather, job shut down or act of God, the employee shall be entitled to subsistence. When subsistence applies, employees traveling from their residence or the employer's principal place of business, whichever is closer to the job site, located outside the 80 miles distance, and are not entitled to subsistence payment for reason of failure to produce expense receipts, that employee shall be paid mileage not to exceed $75.00 per day, calculated at the rate of thirty-eight cents ($0.38) per mile one way, and bridge tolls, for each day said employee is required to report to the job site and does nor receive subsistence reimbursement. The employer, at his option, may provide covered transportation in lieu of payment of transportation or bridge tolls as heretofore set forth.

b. Workmen shall be reimbursed for the cost of travel and not to exceed the following amounts:

| | | | |
|---|---|---|---|
| 0 to 40 miles | Free Zone | 61 to 70 miles | $24.00 per day |
| 41 to 50 miles | $16.00 per day | 71 to 80 miles | $28.00 per day |
| 51 to 60 miles | $20 00 per day | Over 80 miles | $75.00 Subsistence |

## ARTICLE XII - SAFETY

Section 1. It is mutually agreed by all employers and workmen covered by this Agreement that the CAL/OSHA Safety Standards shall be observed, and all workmen will ascend and descend all scaffolding in a safe manner, and use precaution to prevent job accidents. ANY WORKMAN FAILING TO ABIDE BY THE SAFETY REGULATIONS ON THE JOB, THE CAL/OSHA SAFETY STANDARDS, OR WORKING IN A MANNER THAT MAY CAUSE INJURY TO HIMSELF OR OTHER WORKMEN ON THE JOB SHALL BE SUBJECT TO IMMEDIATE DISMISSAL AND SHALL NOT BE ENTITLED TO THE PAYMENT OF WAGES FOR ANY HOURS NOT WORKED AS PROVIDED IN THE FOUR AND EIGHT HOUR PROVISION UNDER Article XIV, Sections 2 and 3, of this Agreement.

Section 2. All workmen shall wear hard hats at all times as required by CAL/OSHA under the following conditions:

a. Exposed to any possible falling object or electrical shock;

b. If the employer requires same as a part of his adopted Safety Policy;