STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISIONS

FOR

CARPENTER AND RELATED TRADES

IN

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

MASTER LABOR AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.

ENGINEERING CONTRACTORS ASSOCIATION

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

MILLWRIGHT EMPLOYERS ASSOCIATION, INC.

RECEIVED 1/31/2013

and

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
ON BEHALF OF THE LOCAL UNIONS IN THE
ELEVEN (11) SOUTHERN CALIFORNIA COUNTIES AFFILIATED WITH
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

1002. PARKING

In the event free parking facilities are not available within one quarter (1/4) of a mile of a jobsite, the individual Employer will provide such facilities and the individual Employer 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. If employees must be bused to a jobsite they will be paid for the time spent riding to the jobsite. If the return trip takes more than one half (½) hour the return trip will also be paid.

1004. JOBSITE TRANSPORTATION

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

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 forty-five dollars ($45.00) per night. Room receipts are required for reimbursement.

APPENDIX A
SPECIAL WORKING RULES FOR PILE DRIVERS

1. The following Special Working Rules for Pile Drivers are in addition to those rules contained in the Carpenters Master Labor Agreement, except as modified by these Special Working Rules.

3. **SUBSISTENCE:**

On jobs located within ninety (90) road miles from the Local Union at Wilmington, California or Call Board, 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 employees' 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.

4. On jobs located ninety (90) or more road miles from the Local Union or Call Board 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:

   (a) 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.

   (b) In the event Employees provide their own transportation, they shall receive twenty-five ($0.25) cents per mile for transportation expense 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. Not withstanding any of the above conditions no employee shall receive subsistence or travel allowance for jobsites located in the free zone.

5. 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.

6. 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.

7. 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 in his hiring procedure.

8. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project, seven (7) days per week in compliance with California State Laws.

9. **PRE-JOB CONFERENCE:**

When jobs are scheduled for a completion date of more than three hundred and sixty-five (365) calendar days a pre-bid conference will be held to discuss proper subsistence arrangements.

10. **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.

APPENDIX B
SPECIAL WORKING RULES FOR MILLWRIGHTS

1. The following Special Working Rules for Millwrights are in addition to those rules contained in the Carpenters Master Labor Agreement, except as modified by these Special Working Rules.

   (a) Effective July 1, 2012, Millwrights shall receive subsistence payments of forty-five dollars ($45.00) per day except as provided below.

   (b) On jobs located within ninety (90) road miles from the City Halls of San Bernardino and Los Angeles, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employees principal place of residence, over the most direct traveled route, a free zone is hereby established wherein no travel expense, transportation expense of subsistence shall be required. No Employee will receive subsistence or travel time if the employees principal place of residence is within ninety (90) road miles of the project regardless of whether the employees 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.

3. Travel time on subsistence jobs shall be computed at straight time rates based on fifty (50) miles per hour from the City Halls of San Bernardino and Los Angeles to the center of the jobsite at the beginning and termination of employment. However, any employee who quits or is discharged for just cause before he has worked for five (5) working days on a job shall be entitled to the above mileage payment one way only. Employees dispatched to the job and for whom no work is provided shall be entitled to travel time.

4. Mileage payments at the rate of thirty-five cents ($0.35) per mile shall be paid to Millwrights working beyond the distance of ninety (90) road miles from the City Halls of San Bernardino and Los Angeles to the center of the jobsite at the beginning and termination of employment. However, any Employee who quits or is discharged for just cause before he has worked for five (5) working days on a job shall be entitled to the above mileage payment one way only. Employees dispatched to the job and for whom no work is provided shall be entitled to the above mileage payment.

7. When an out-of town job is of one (1) day's duration of twelve (12) hours or less, and workmen are paid or furnished transportation, and paid travel time to and from the job, workmen, shall not in addition, be paid subsistence.

APPENDIX C
SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING INSTALLERS AND FIRESTOP TECHNICIANS

1. SPECIAL RULES:

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.

9. 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.

APPENDIX D
SPECIAL WORKING RULES FOR REMOTE PROJECTS

This Appendix is applicable only to remote projects as defined herein.

1. The Contractors and the Union, recognizing the mutual need for special working rules governing the employment of employees on work other than the construction of separate buildings on remote projects, as hereinafter defined, hereby agree that:

   (a) A remote project is an engineering or highway project, consisting of one (1) or more of the types of work enumerated in Article I, Paragraph 102, of the Carpenters Master Labor Agreement which is so located as to require the provisions of special living facilities for the employees on or immediately adjacent to the project, which living facilities shall comply with the standard established by California State Law governing camps, and no other project shall be considered remote except by mutual consent of the signatory parties hereto.

   (b) In no event shall these special working rules govern nor apply to the employment of employees engaged in the construction of separate buildings not an integral part of the engineering or highway structures, such as permanent or temporary living quarters, offices, shops or warehouses, etc.

7. Employees shall travel to and from their work on their own time and by means of their own transportation.

APPENDIX G
SPECIAL WORKING RULES FOR DIVERS ON CONSTRUCTION WORK

ARTICLE I

The following Special Working Rules for Divers on Construction Work are in addition to all the provisions of the Carpenters Master Labor Agreement and Appendix A, which govern the employment of divers and tenders on construction work, except as modified by these Special Working Rules.

It is understood that there may be other agreements affecting the employment of Divers under Appendix G. The terms and conditions of these agreements will be available to any Employer signatory to this Agreement. The terms of this Appendix G Diving Agreement are open to further negotiations when the Employer and Union agree that a specific project requires further evaluation.

ARTICLE V
SUBSISTENCE AND TRAVEL

A. Within ninety (90) road miles from the Local Union at Wilmington 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.