STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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ADDRESS REPLY TO:
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San Francisco CA 94142-0603

TRAVEL AND SUBSISTENCE PROVISION

FOR

CARPENTER

(Pile Driver)

IN

46 Northern California Counties

B. Sheet Pile:

Skip Sheeting	1 worker
Laced Sheet (No Loftsman)	1 worker and 1 foreman
Laced Sheet (Loftsman)	3 workers and 1 foreman

It is further understood that these employees, in addition to manning the pile driving rig, may also perform peripheral work in direct conjunction with the pile driving operations as long as they are within sight of the foreman and available when needed.

This paragraph is to more efficiently use the workers required by the manning provisions of the agreement.

All crewmembers will work directly with the rig if needed on production pile driving operations.

On work involving the erection or dismantling of a pile driving rig, the crew shall consist of three (3) journeymen and one (1) foreman.

When two (2) or more workers are employed to perform work covered by this Agreement, one shall be designated foreman, however, that in the event the jobsite is being supervised by a foreman member of the United Brotherhood of Carpenters and Joiners of America on the payroll of the Employer this provision shall not apply.

SECTION VI
TRAVEL EXPENSE

Travel expense in the Northern California area (46 Counties) shall be allowed on the basis of average expenditure for which the employees covered by this Agreement have in the past been reimbursed in accordance with long standing custom and practice. Such pay shall be excluded from the wages of the employee and shall be paid to him/her weekly by separate check.

These provisions are embodied in Exhibit A (covering Northern California and areas around San Francisco Bay, Stockton, Sacramento, and Eureka), attached hereto and by this reference made a part hereof.

c. Fringe benefits are due as specified in the Pile Driver Master Labor Agreement for Northern California for each hour worked or paid for.

d. Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Master) provided they are paid at the highest rate at which he/she has worked for the shift.

e. BIDDING ON JOBS:
It is agreed that there shall be no contract diving unless the contractor Diver meets all conditions, purposes, and intents of this Addendum and the Master Agreement. Contract Diving is defined in Article II, Coverage.

ARTICLE V
SUBSISTENCE AND TRAVEL

A. Divers and tenders while traveling outside the Bay Area shall receive travel expense equivalent to their actual traveling time at straight time wages, including the day of departure and the day of their return; plus transportation for persons and equipment to and from the job, plus reasonable room and board, or payment in lieu of room and board, by mutual agreement between the Individual Employee and the Individual Employer with written notification to the Union by the Individual Employer within five work days of the Individual Employee's employment on the job in question. For the purpose of this Section, the Bay Area is defined as that area within the outer line zone on Exhibit A of the Pile Drivers Agreement. Within the outer line, divers and tenders shall receive the same travel expenses provided for in the Pile Driving Agreement for Pile Drivers.

B. Employees living aboard floating or other offshore quarters provided by the Employer located at the work site:

DIVERS TRAVEL & SUBSIS-TENCE

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) hour's pay at their applicable hourly rate of pay.

2. And who are required by the Employer to stand by 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

Unless specifically specified to the contrary in this Addendum, all terms and conditions of the Pile Drivers Master Agreement shall apply Divers, Tenders and Assistant Tenders and be incorporated in this Addendum. Special Shifts III B Paragraph 10 shall not apply.

ARTICLE VII
SAFETY & HEALTH WORKING RULES

The Union and the Employer recognize that the work in which they engage is both highly specialized and extremely technical in nature, and that unless continuous and effective safety practices are employed, the possibility of accidents of extreme gravity to life, limb and property will always be present.

Safety shall have the highest priorities in this Agreement.

A. All Federal and State Safety Rules, Regulations, Orders and Decisions shall be binding upon the individual contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions. The individual contractor shall be solely responsible for implementation and maintenance of such Safety Laws, Rules, Regulations, Standards, Orders and Decisions. Neither the Union nor any Local Unions or District Councils are responsible for such implementation or maintenance.

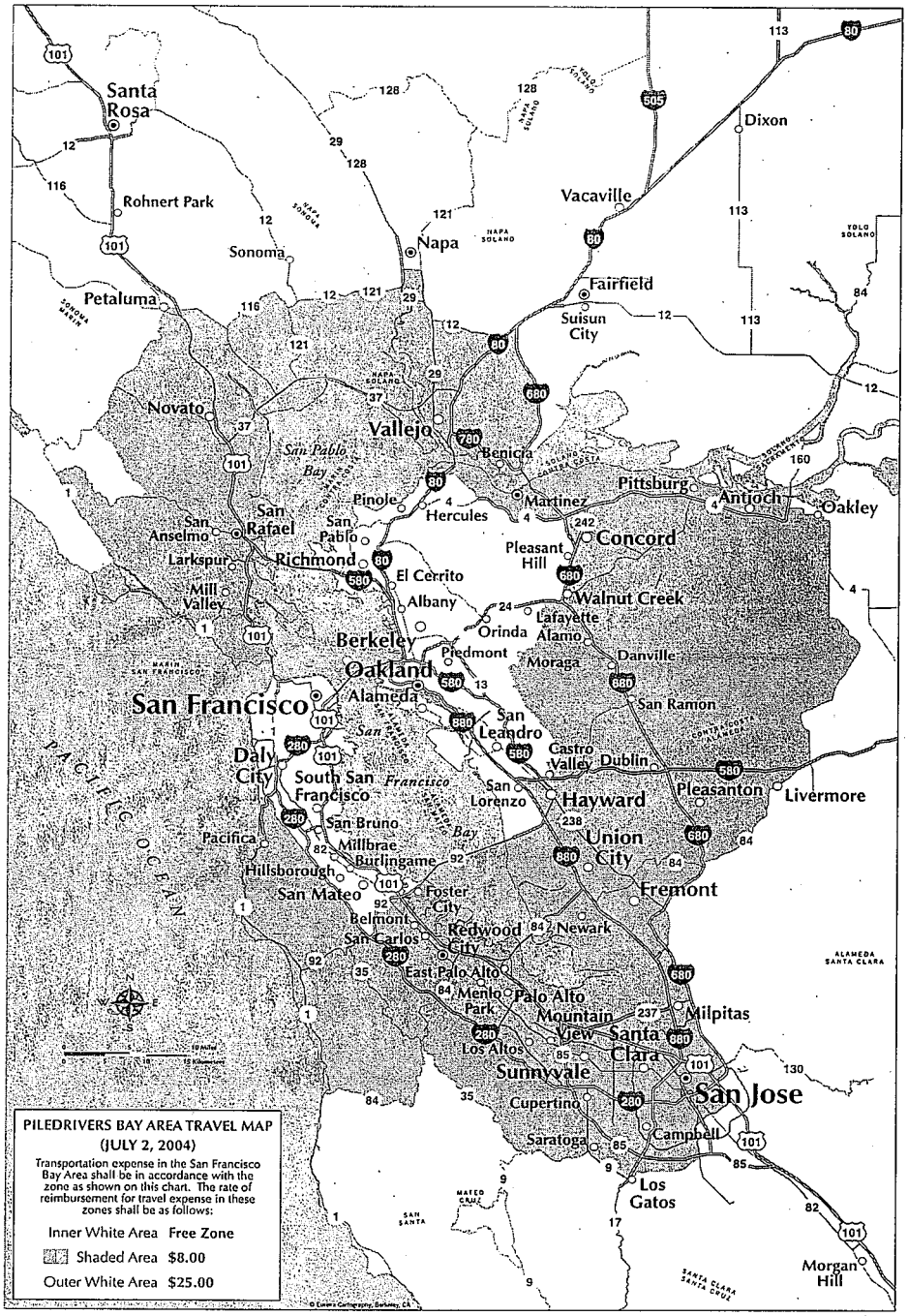
BY:

DON HINMAN, Senior Business Agent
PILE DRIVERS UNION LOCAL #34

BY:

ED KELLY, Secretary-Treasurer
PILE DRIVERS UNION LOCAL #34

EXHIBIT A


PILEDRIVERS BAY AREA TRAVEL MAP
(JULY 2, 2004)
Transportation expense in the San Francisco Bay Area shall be in accordance with the zone as shown on this chart. The rate of reimbursement for travel expense in these zones shall be as follows:
Inner White Area Free Zone
Shaded Area $8.00
Outer White Area $25.00
Santa Rosa
Rohnert Park
Sonoma
Petaluma
Napa
Vacaville
Dixon
Fairfield
Suisun City
Novato
Vallejo
Benicia
Martinez
Pittsburg
Antioch
Oakley
Pinole
Hercules
San Anselmo
San Rafael
San Pablo
Richmond
El Cerrito
Albany
Larkspur
Mill Valley
Pleasant Hill
Concord
Walnut Creek
Lafayette
Alamo
Orinda
Berkeley
Piedmont
Moraga
Danville
Oakland
Alameda
San Ramon
San Francisco
San Leandro
Castro Valley
Dublin
Pleasanton
Livermore
Daly City
South San Francisco
San Lorenzo
Hayward
San Bruno
Pacifica
Millbrae
Burlingame
Union City
Hillsborough
San Mateo
Foster City
Fremont
Belmont
Redwood City
Newark
San Carlos
East Palo Alto
Menlo Park
Palo Alto
Mountain View
Milpitas
Santa Clara
Los Altos
Sunnyvale
San Jose
Cupertino
Saratoga
Campbell
Los Gatos
Morgan Hill
PACIFIC OCEAN
San Pablo Bay
San Francisco Bay

TRANSPORTATION EXPENSES

For the purpose of simplifying the reimbursement of employees covered by this Agreement for travel expenses incurred, in accordance with the past practice in Northern California and in accordance with negotiations between the Contractors and the Union consummated May 1, 1951, and May 1, 1952, effective June 16, 1974, it is agreed as follows:

1. Reimbursement for transportation expense, as referred to in this Agreement, is defined as reimbursement for bridge tolls, all automobile expenses such as gasoline, oil, grease, tires, and any other miscellaneous traveling expenses and is not a reimbursement for wages, or for time spent traveling to or from the jobsite or place of employment.

   A. For the purpose of reimbursement of travel expense, four centers are designated within the area covered by this Agreement. These centers are Oakland, Stockton, Sacramento and Eureka, the area surrounding each of these four centers shall be divided into two (2) zones (except in the Bay Area as indicated in the attached chart), an inner or free zone referred to as the 20 mile zone, and an outer zone referred to as "beyond the 20 mile zone."

   B. Men working under the scope of this Agreement employed on projects which are within the inner or "free" zone shall not be reimbursed for any transportation expenses to or from the work.

   C. Transportation expense in the San Francisco Bay Area shall be in accordance with the zones as shown on the attached chart. The rate of reimbursement for transportation expense in these zones shall be as follows:

White Zone	Free
Blue Zone	$8.00/day
Outer Zone	$25.00/day

On the work on projects located in the outer zone, each man is to be paid $25.00 per work day (show-up days included) as reimbursement for transportation expenses.

2. A. The boundaries of the respective zones in the San Francisco Bay Area are defined in the attached chart with the following explanation — where boundary lines are shown along or just outside the right of way of a road or highway the district should extend outward to include structures and projects on land on both sides of the road and within 500 feet of it (in terms of accessibility, both sides of the highway are equally accessible, which the location of the boundary line has been most easily identifiable on the map by fixing it in or just beyond the highway).

The attached chart creates and fully delineates a Northern and a Southern intermediate zone in the San Francisco Bay area. Men working within these intermediate zones shall be paid $8.00 per day as reimbursement for travel expense (Show-up days included).

   B. For further amplification the following interpretations of the chart are added, Within "Free" zone - San Leandro Dam and Reservoir.

   Crystal Springs and San Andreas Dams and San Mateo Bridge and its road approaches shall be contained in the Blue Zone. Within the Blue Zone Dumbarton Bridge and its road approaches Port Costa (and the area between the easterly boundary of Crockett and the westerly boundary of Martinez). Additionally the Blue Zone shall include the following geographic area:

   Travel North on Highway 680, turn East on Highway 84.
   Travel East on Highway 84, turn North on Vasco Road (Livermore).
   Travel North on Vasco Road, turn West on Highway 4 (Oakley).
   Travel West on Highway 4 to Highway 160, turn north on Highway 160 to the waters edge, turn West at the waters edge to North Highway 680.

Also included is that area bordered by Highways 262, 680 and 101 in San Jose.

3. Permanent Yard or Shop: An Individual Employer shall not pay travel and/or subsistence to employees employed in its permanent yard or shop unless such employee is assigned to work on a job or project which is outside the permanent yard or shop and within a travel or subsistence zone. The actual zone rate shall be paid to employees working in an Individual Employers yard or shop when the employee is working on a project, which is new construction or major alteration or demolition of an existing facility.

4. Notwithstanding the provisions of Section 1 and 2 above, it is agreed that if an Individual Employer transfers members of its regular crew or requests the Union to send workers from the San Francisco Bay Area to work in the Stockton, Sacramento or Eureka area, or from the Eureka area to the Sacramento or Stockton area, the appropriate outer zone rate shall apply unless such workers live or usually work in such work area. In the latter event, reimbursement for transportation expenses shall be in accordance with Section 1 and 2.

   Nothing in this Section shall supersede or otherwise affect the provisions of Section 3 above.

5. On a job or project located more than 100 miles from the Labor Temple of one of the four centers (Oakland, Sacramento, Stockton or Eureka) the following shall apply:

   Employees performing work covered by this Agreement whose residence is located more than 100 miles from the job or project shall be paid subsistence during the regular work week on a continuous basis from their first day on the job or project until their last working day of that week. On days the employee is paid subsistence under the provisions of this paragraph but performs no work falling under this Agreement they shall not receive showup time. This paragraph shall also apply to employees performing work covered by this Agreement on a job or project covered by this paragraph who have been transferred or dispatched by name at the request of the Contractor from one of the other centers.