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

TEAMSTER

IN

SAN DIEGO COUNTY

Memorandum of Agreement
Between:
Teamsters Local #36
and
Associated General Contractors

July 12, 2004

The parties to this agreement agree to amend the Teamster Local #36 Master Labor Agreement for San Diego County as follows:

SECTION 2 - TERM-TERMINATION AND RENEWAL

A. This agreement shall become effective on June 12, 2004, and shall remain in full force and effect through June 30, 2007, and from year to year thereafter, unless either party has given sixty (60) days written notice to the other party prior to June 30, 2007, or June 30 of any subsequent year, of its intention to amend, modify or terminate.

SECTION 26 - WAGES:

Effective June 12, 2004, the $1.35 allocation will be applied as follows:
$.75 - Health and Welfare
$.40 - Wages
$.20 - Pension

June 12, 2005:
Increase $1.35*

June 12, 2006:
Increase $1.35*

Total cost package for term of Agreement $4.05 per hour.
* To be allocated by the Union with 60 days prior notice to employers.

All other terms and conditions under the previous Collective Bargaining Agreement (effective June16, 2001 to June 11, 2004) shall remain in full force and effect.

Teamsters Local #36

July 12, 2004

Associated General Contractors

July 12, 2004

WHERE DUAL CARDS ARE REQUIRED BY EMPLOYER, THE EMPLOYEE WILL RECEIVE $.15 PER HOUR ABOVE THE RATE OF HIS CLASSIFICATION.

TRUCK FOREMAN: THE TEAMSTER FOREMAN SHALL RECEIVE $1.00 PER HOUR ABOVE THE HIGHEST PAID CLASSIFICATION UNDER HIS SUPERVISION.

SHIFT PREMIUM: $.50 PER HOUR ABOVE WAGE SCALE FOR REPAIRMAN AND LUBE MAN WHEN WORKING OTHER THAN REGULAR DAY SHIFT.

WORK PERIOD:

1. EIGHT (8) CONSECUTIVE HOURS BETWEEN THE HOURS OF 5:00 A.M. AND 6:00 P.M. EXCLUSIVE OF MEAL PERIOD SHALL CONSTITUTE A DAYS WORK.

2. FORTY (40) HOURS, MONDAY THROUGH FRIDAY, SHALL CONSTITUTE A WEEKS WORK.

3. ALL TIME WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY AND FORTY (40) HOURS PER WEEK, MONDAY THROUGH SATURDAY, SHALL BE PAID FOR AT THE TIME AND ONE-HALF RATE. ALL WORK PERFORMED AFTER 12 CONSECUTIVE HOURS, ON SUNDAYS AND HOLIDAYS SHALL BE PAID FOR AT DOUBLE THE STRAIGHT TIME RATE OF PAY.

4. EMPLOYEES SHALL NOT BE REQUIRED TO WORK MORE THAN FIVE (5) CONSECUTIVE HOURS WITHOUT A ONE-HALF HOUR MEAL PERIOD. WHEN EMPLOYEES ARE REQUIRED TO WORK OVER FIVE (5) HOURS WITHOUT BEING PROVIDED WITH A ONE-HALF HOUR UNINTERRUPTED MEAL PERIOD, THEY SHALL RECEIVE ONE-HALF HOUR PAY AT THE APPROPRIATE OVERTIME RATE.

5. MAKE-UP DAY – IN THE EVENT OF INCLEMENT WEATHER; POWER/BLACKOUT PROBLEMS; MAJOR BREAKDOWN OR SUSPENSION OF PROJECT OR PORTION THERE OF, WHICH IS BEYOND THE EMPLOYER'S CONTROL", AND WHERE THE REGULAR EMPLOYEE LACKS THE NECESSARY HOURS TO COMPLETE HIS FORTY (40) HOURS IN ANY ONE WEEK, ON A VOLUNTARY BASIS, THE EMPLOYEE MAY WORK UP TO AN EIGHT (8) HOURS STRAIGHT TIME SHIFT ON SATURDAY.

ANY WORK ON A SATURDAY THAT EXCEEDS THE EMPLOYEE FORTY (40) HOURS FOR THAT WEEK SHALL BE PAID FOR AT THE APPROPRIATE OVERTIME RATE.

6. THE EMPLOYER MAY, WITH NOTICE TO THE UNIONS SIGNATORY HERETO, AND WHERE A MAJORITY OF THE EMPLOYEES OF THE AFFECTED CRAFT ON THE JOBSITE CONCUR, ESTABLISH A SPECIAL SHIFT ARRANGEMENT CALLING FOR FOUR (4) TEN HOUR DAYS TO RUN CONSECUTIVELY EXCEPT FOR INCLEMENT WEATHER, MAJOR BREAKDOWN OR SUSPENSION OF THE PROJECT IN WHICH CASE AN ADDITIONAL TEN HOUR DAY (FRIDAY OR SATURDAY) MAY BE UTILIZED TO COMPLETE THE FORTY HOUR WEEK.

OVERTIME: ALL OVERTIME RATES ARE TIME AND ONE-HALF (1 1/2) EXCEPT, AFTER 12 CONSECUTIVE HOURS WORKED, SUNDAYS AND HOLIDAYS, WHICH ARE DOUBLE TIME.

TRANSPORTATION: SUBSISTENCE AT $30.00 A DAY. ANY WORK TO BE DONE OUTSIDE OF TEAMSTERS LOCAL 36 AREA MAP WILL BE ENTITLED TO $30.00 A DAY.

WORKING ASSESSMENT: THE EMPLOYER AGREES TO CONTINUE TO PAY FIFTY ($.50) CENTS PER HOUR FOR EACH HOUR WORKED OR PAID TO EACH TEAMSTER EMPLOYEE INTO A WORKING