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DEPARTMENT OF INDUSTRIAL RELATIONS
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TRAVEL AND SUBSISTENCE

FOR

CARPENTER

IN

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

23-31-2

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VB

MASTER LABOR AGREEMENT

between

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

MILLWRIGHT EMPLOYERS ASSOCIATION, INC.

and

**SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS
ON BEHALF OF THE
THE DISTRICT COUNCILS AND LOCAL UNIONS IN THE
ELEVEN (11) SOUTHERN CALIFORNIA COUNTIES AFFILIATED WITH
UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA**

This Agreement entered into this first day of **July 1998**, by and between the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Southern California Contractors Association, Inc. and the Millwright Employers Association, Inc. on behalf of their respective eligible members, hereinafter referred to as the CONTRACTORS, and the Southern California Conference of Carpenters for and on behalf of the District Councils and Local Unions in the Eleven (11) Southern California Counties affiliated with the United Brotherhood of Carpenters and Joiners of America, 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 Article I, 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.

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1609. Any employee working on Saturdays (except as provided in Section 1608.3), Sundays or holidays shall be guaranteed four (4) hours pay at the appropriate overtime rate and, if more than four (4) hours are worked, the employee shall be paid for actual hours worked at the appropriate overtime rate.

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 thirty dollars ($30.00) per night. Room receipts are required for reimbursement.

1612. All employees shall be notified ten (10) minutes in advance of termination and they shall be allowed the balance of the shift or half shift off to gather tools and personal belongings and shall be paid to the end of the shift or half shift.

1613. When the Union and the Contractors consider and agree that conditions in the industry in the area covered by this Agreement warrant a shortened workday or workweek, the parties shall jointly give adequate consideration and discussion of such changes; provided, however, that any such changes in the workday or workweek shall not be used to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the workday and workweek.

1614. The Contractor shall be responsible for the upkeep and sharpening of saws during the course of employment on the job by providing either saw-sharpening time or saw-sharpening service. It is understood that Carpenters at the beginning of employment shall have sharp saws.

1615. Carpenters, apprentices, and pre-apprentices shall furnish their own tools, but shall not furnish, rent or lease saw horses, ladders, mitre boxes, electric drills, or automotive equipment to be used for the purpose of hauling or delivering individual Employer's material or equipment, or any

kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this Section, the individual Carpenter shall provide a tool box with a lock.

1615.1. The individual Employer shall provide a secure place on each jobsite where his employees may keep their tools. If all or any part of the employee's tools are lost by reason of failure of the individual Employer to provide such a secure place, or by fire, flood, or theft involving unlawful entry while in the secure place designated by the individual Employer, the individual Employer shall reimburse such employee for any such loss. The employee suffering said loss shall report the loss during his next working day and the Contractor shall acknowledge liability or reject the claim within two (2) working days after report of the loss or claim. Disputes arising from this Section shall be submitted to the grievance procedure as outlined in Article VI of this Agreement.

1615.2. To obtain the benefits of Paragraph 1615.1, an employee must provide the individual Employer with a list of his tools at the time he commences work.

1616. A corporate officer, partner (except that up to two (2) partners or corporate officers of a Contractor firm may be exempted from the provision of this Paragraph upon fulfillment of the Contractor of requirements and procedures established for that purpose by the Trustees of the Trusts named below in this Paragraph), RME or RMO (if not otherwise exempt as a partner) performing work under the terms of this Agreement shall be considered an employee. Any exempted person working with the tools of the trade shall be covered by the provisions of the Union Security Clause. Contributions on non-exempt employees shall be reported at a uniform rate of one hundred seventy-three (173) hours per month to the Carpenters Health & Welfare Trust for Southern California and the Carpenters Pension Trust Fund for Southern California at the rates designated by the trustees. The Trustees of the above-mentioned trusts will be instructed to accept such contributions.

1617. Efficiency - it is agreed that the Carpenters, through their Business Agents, use their efforts to encourage greater efficiency on the job. The employees and the Union shall use their efforts to encourage greater efficiency compatible with sound construction safety practices on the job.

1618. The Contractor will furnish for the use of his employees any necessary waterproof or foul weather gear, safety helmets, or any other necessary protective clothing as required by CAL-OSHA or the Contractor. Employees may be held monetarily responsible for such items properly checked out to them with the understanding that such items broken, worn out in normal use, or lost in a manner beyond the control of the employee are excluded.

ARTICLE XVII
Carpenter Joint Apprenticeship and Training Committee

1701. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in full conformity with Section 1777.5 of the Labor Code of the State of California governing employment of apprentices upon public work. Apprentices shall be employed

APPENDIX C
SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING INSTALLERS

1. SPECIAL RULES FOR INSULATION AND WEATHERSTRIPPING

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.

2. APPRENTICESHIP AND TRAINING

The Employer will make an effort to keep Apprentices and/or Trainees reasonably employed regardless of period status or advancement to a higher period of pay.

Insulation Installer and Weatherstripping Installer Trainees covered by the terms of this Agreement shall be paid the following percentage of the appropriate Journeyman Carpenter's hourly wage rate:

INSULATOR INSTALLERS & WEATHERSTRIPPING TRAINEE

PERIODS	PERCENTAGE	COMMERCIAL WAGE RATE	LIGHT COM'L WAGE RATE	RESIDENTIAL WAGE RATE	BENEFIT CODE
Pre-Apprentice	35%	$8.66	$6.30	$5.76	(0)
1st Period	40%	$9.90	$7.20	$6.58	(1)
2nd Period	50%	$12.38	$9.00	$8.23	(1)
3rd Period	60%	$14.85	$10.80	$9.87	(1)
4th Period	65%	$16.09	$11.70	$10.69	(2)
5th Period	70%	$17.33	$12.60	$11.52	(2)
6th Period	75%	$18.56	$13.50	$12.34	(2)
7th Period	80%	$19.80	$14.40	$13.16	(2)
8th Period	90%	$22.28	$16.20	$14.81	(2)
Journeyman	100%	$24.75	$18.00	$16.45	(2)

Contractors will be permitted to utilize a ratio of one (1) apprentice or trainee for each journeyman.

Percentages for residential or light commercial trainees will be the same as commercial trainees except that wage rates will be calculated from the hourly rate for residential or light commercial journeymen as the case may be. A trainee shall be classified as residential or commercial based on

Yardmen shall be permitted to do preliminary work on the jobsite. Yardmen shall be limited to one (1) hour per day per job of preliminary installation work. If more than one (1) hour of preliminary work is performed, all job site work performed by the yardman shall be compensated at the rate of sixteen dollars and forty-five cents ($16.45) per hour.

The Contractor shall be limited to two (2) yardmen per ten (10) installation employees.

The minimum wage rate for yardmen shall be six dollars and fifty cents ($6.50) per hour. No current yardmen shall receive a reduction in pay as a result of the signing of this Agreement.

Fringe benefits contributions for Yardman will be as follows:

Health and Welfare $2.30
Vacation/Supplemental Dues $1.67

Health and Welfare contributions will begin on the 31st day of work.

Effective thereafter, throughout the life of the Agreement, the Contractor agrees to maintain contributions for these funds in accordance with the Master Labor Agreement.

8. 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.

9. POLYSEAL

A polyseal piece rate shall be established at $0.005 per foot or sixteen dollars and forty-five cents ($16.45) per hour minimum for a journeyman. No employee shall receive less than sixteen dollars and forty-five cents ($16.45) per hour regardless of whether wages are calculated on an hourly or piece rate basis.

10. INSULATION INDUSTRY FUND

The parties will discuss the establishment of a jointly administered Insulation Industry Contract Administration Trust Fund to police this agreement, to be funded by Contractors performing work covered by the Agreement. The Contractors agree to pay twenty cents ($0.20) per hour on all commercial work to fund this Trust Fund should it be established. (To offset the expense to the Contractors the Union has agreed to delete the Apprenticeship contribution of ten cents ($0.10) and reduce pension contributions by five cents ($0.05) to one dollar and one cent ($1.01). Such contribution shall be held in abeyance pending the establishment of the Trust Fund but the obligation

DEPTHS (FSW)	TIME
40'	240 minutes
50'	190 minutes
60'	150 minutes
70'	120 minutes
80'	115 minutes
90'	95 minutes
100'	85 minutes
110'	75 minutes
120'	65 minutes
130'	60 minutes
140'	55 minutes
150'	50 minutes
160'	45 minutes
170'	40 minutes
180'	37 minutes
190'	30 minutes
200'	20 minutes
210'	20 minutes
220'	15 minutes

These total bottom times for dives to depths of ninety-nine (99) FSW or less will not be exceeded in a twelve (12) hour period. These total bottom times for depths of one hundred (100) FSW or greater will not be exceeded within a twenty-four (24) hour period.

F. For surface oriented hose mixed gas diving, Divers subject to ambient pressure of the depths listed will not be required to remain on the bottom for a total bottom time longer than the time limits set below:

DEPTHS	TIME
200 ft. to 230 ft	80 minutes
230 ft. to 250 ft	60 minutes
250 ft. to 300 ft	35 minutes
300 ft. to 350 ft	30 minutes
350 ft. to 400 ft	20 minutes

ARTICLE V
SUBSISTENCE AND TRAVEL

A. Within ninety (90) road miles from the Local Union at Wilmington or Call Board, 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.

ARTICLE VI
WORKING RULES
STARTING TIMES, SHIFTS AND OVERTIME

A. Except as modified by this Appendix G, the provision of the Carpenters Master Labor Agreement, Article XVI, and Appendix A Working Rules shall apply to this Appendix G.

B. Reporting for work: Any workman or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for one (1) hour at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report.

ARTICLE VII
DEEP WATER, BELL/VEHICLE SYSTEM TOTAL SATURATION DIVING AGREEMENT

The Employer and the Union agree that the work covered under this Agreement or using diving apparatus, will be performed by employees represented by the United Brotherhood of Carpenters and Joiners of America.

This Agreement shall apply to and cover the following Classifications: Foreman, Divers, Tenders, Technicians, Remote Controlled Vehicle (RCV) and Remote Operated Vehicle (ROV).

All of the terms and conditions of this Agreement will be incorporated into the Southern California Carpenters Master Labor Agreement, Appendix G.

The Diving Contractor and the Union agree that the strong intent of this Agreement is that only experienced and highly qualified Journeyman will be employed.

ARTICLE VIII
TYPE OF WORK WITHIN THE JURISDICTION OF THIS AGREEMENT

Bell/Vehicle Diving or Total Saturation Systems specifically including, but not limited to, all underwater and deck work in support of same when using surface supplied air or mixed gas.