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TRAVEL & SUBSISTENCE PROVISION

FOR

CARPENTER

Building Construction

IN

SAN DIEGO COUNTY

23-31-4

2003-2005
COLLECTIVE BARGAINING AGREEMENT FOR BUILDING CONSTRUCTION

BETWEEN

ASSOCIATED GENERAL CONTRACTORS OF AMERICA,
SAN DIEGO CHAPTER

AND

SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS

SECTION 1
PARTIES TO AGREEMENT

A. This Agreement is entered into this 1st day of January, 2003, between Associated General Contractors of America, San Diego Chapter, Inc., for an on behalf of its signatory contractor members, hereinafter referred to as Employer or Association, and the Southern California Conference of Carpenters and its affiliated Regional Council and Local Unions hereinafter referred to as the Union. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise. Employer means signatory contractor members of the Association.

B. It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these workers in the performance of the work of the Employer hereinafter defined in this Agreement.

C. The purpose of this Agreement is to ensure that all construction work performed by the Employers shall proceed continuously and without interruption, in an efficient and economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of the work.

SECTION 2
TERM, TERMINATION AND RENEWAL

A. This Agreement shall become effective on January 1, 2003, and shall remain in full force and effect through June 30, 2005, and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to June 30, 2005, or June 30th of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new additional changes in conditions or benefits.

SECTION 3
AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California. It is agreed that any work on San Clemente Island shall be performed pursuant to the terms of the Master Engineering Contractors Labor Agreement between the Association and the Union.

B. No employee shall be required to work more than five (5) consecutive hours without a one-half (1/2) hour meal break. When employees are required to work over five (5) hours without being provided with a one half (1/2) hour uninterrupted meal period, they shall receive the appropriate overtime rate of pay.

C. All starting and quitting times shall be determined by the Employer.

SECTION 22
HOLIDAYS

The following days are recognized as Holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day (November 11)
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the double time rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

SECTION 23
TRANSPORTATION

Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not be responsible for toll expenses.

SECTION 24
PARKING

The Employer shall endeavor to provide or arrange for free parking for Employees within 350 yards of the project site. In the event such parking arrangements cannot be feasibly provided, the Employer must provide parking relief to its Employees in one or more of the following ways at the Employer's option:

1. Provide free shuttle service from an alternative designated parking area. The Employee shall be paid for the time traveling between the parking area and the job site.

2. Provide cash reimbursement to employees who pay for parking. Such reimbursements will be limited as follows:

   a. The Employer will not be required to reimburse parking for an employee unless the employee provides valid receipts and affidavit for amounts paid for parking, including the date and amount paid.

   b. The maximum reimbursement rate will be $8.00 per day.

   c. The employer will not be required to reimburse the employee more often than once a week. The employer may pay employees by cash or check, no later than 7 calender days after receipts and proper affidavit are submitted by the employee. Checks may be mailed to the employees' home address.

   d. The Employer must reimburse employees for parking immediately upon termination, provided receipts and affidavit are submitted.

3. Provide "parking pay" of an additional $1.00 per hour on the employee's wage rate. Such pay will be added to the employee's regular wage rate and is fully taxable as earnings. There shall be no requirement to provide receipts or other paperwork in this event.

Employees are encouraged to use car pooling, ridesharing and public transit, when possible in such situations.

SECTION 25
CRAFT WORKING RULES

A. Carpenters shall not be required to provide any gasoline driven pneumatic or electrical tools, electrical cords or any other similar equipment other than carpenters hand tools.

B. Transportation Expenses: Carpenters required to transfer from any project to any other project of the Employer during working hours by their own transportation shall be reimbursed for expenses incurred.

C. Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not require, an employee covered by the terms of this Agreement directly or indirectly, to furnish a pickup or other conveyance to transport the Employer's tools, materials or equipment of any kind.

D. There shall be a separate classification for certified welders who are performing work which requires a certified welder. The rate of pay under the paragraph shall be $1.00 per hour above the journeyman rate.

E. When requested by the Employer, welders in the Union's jurisdiction previously certified by the Employer will be sent to the job of the Employer requiring certified welders. Premium pay will not be paid for welding of light gauge metal framing or backing. Welders passing a test will be furnished a copy of test papers or letter of certification from the Employer or party requiring a test.

F. Foreman means a working employee appointed by the Employer giving orders to other employees. A foreman will receive $2.00 per hour over the highest paid journeyman contained in this Agreement under his direct supervision and on the Employer's payroll. A foreman can supervise a crew on one jobsite only. The foreman rate shall not be affected by premium pay unless the foreman is actually engaged in performing work requiring a premium rate.

G. Tools:

(1) The Employer agrees to furnish a substantial and weatherproof tool shed or box, equipped with lock, for the protection of carpenters tools, separate from storage of the Employer's tools and equipment.

If all or part of the carpenters tools are lost by reasons of the failure of the Employer to provide such a secure place, or by fire or flood, the Employer shall reimburse the employee a maximum of $300.00 per individual, for the tools not recovered by insurance. Such reimbursement shall be made within three (3) working days of the loss.

In order to obtain the benefit of this paragraph, the employee must provide the Employer with an inventory of his tools at the time he commences work and an additional inventory every thirty (30) days. This paragraph shall not apply where the work performed by the carpenters requires only hammer, overalls or nail apron. This paragraph shall not apply to casual disappearance of tools.

(2) Carpenters will be required to have their tools sharp and in working condition at the beginning of employment. Thereafter, the tools shall be sharpened at the expense of, or on the Employer's time. If the Employer elects to have carpenters saws and/or tools sharpened off the jobsite, he shall be responsible for the safe return of the tool or tools to the employee during working hours.

H. The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this Agreement. Any alleged violation of Wage Order 16 shall constitute a grievance which shall be recognized under the grievance procedure of this Agreement.