



TRAVEL AND SUBSISTENCE PROVISION

FOR

**PILE DRIVER**

**(Carpenter)**

IN

46 Northern California Counties

RECEIVED  
7.31.2014

**Tentative Settlement Agreement**

**2014-2019 AGC/PILE DRIVERS MASTER LABOR AGREEMENT**

**MEMORANDUM OF UNDERSTANDING**

*This Memorandum of Understanding entered into this 4th day of June, 2014, extends the current Master Labor Agreement between the Associated General Contractors of California, Inc. (AGC) and the Carpenters 46 Northern California Counties Conference Board for and on behalf of Pile Drivers Local Union #34 through June 30, 2019 and provides the following modifications to the 2011-2015 AGC/Pile Drivers Master Labor Agreement:*

**1. Term of Agreement:**

*Agreement shall be effective July 1, 2014 through June 30, 2019.*

23-31-11

**2011-2015  
Pile Drivers  
Agreement**

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**AGC/PILE DRIVERS, DIVERS, CARPENTERS,  
BRIDGE, WHARF AND DOCK BUILDERS  
LOCAL UNION #34**

**2011-2015**

**MASTER LABOR AGREEMENT**

Between the Associated General Contractors of California, Inc. and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34.

THIS AGREEMENT, entered into this 2nd day of May, 2011 and effective May 2, 2011, amending, modifying, renewing and supplementing the agreement made and entered into July 1, 2008, and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., a non-profit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the Employer or Individual Employer, each acting for and on behalf of all of its respective members and/or themselves, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34, parties of the second part, hereinafter referred to as the UNION provides:

**2011 - 2015  
Pile Drivers  
Agreement**

- E. In the congested metropolitan areas of San Francisco, Oakland, Stockton, Sacramento and Eureka where free parking facilities are not available within three (3) blocks of the 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 Individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project whichever occurs earlier.
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**Section VI    Subsistence Zone**

Subsistence Zone 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 reimbursement (per work day) shall be excluded from the wages of the employee and shall be paid to him/her weekly by separate check.

For the purpose of simplifying the reimbursement of employees covered by this Agreement for subsistence incurred and in accordance with negotiations between the Employer and the Union

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**2011- 2015  
Pile Drivers  
Agreement**

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consummated the 22nd of February, 2008, it is agreed that subsistence zone and map changes shall apply for work bid on or after July 1, 2008 as follows:

1. On the work performed on projects located in the outer subsistence zones, each individual Pile Driver covered by this Agreement is to be paid the applicable subsistence zone rate per work day (show-up days included) as reimbursement for subsistence.

The center point of the radius for the subsistence zones shall be the Pile Drivers Local Union #34 office, located at 55 Hegenberger Place in Oakland, California.

As defined in the subsistence zone map, the rate of reimbursement for subsistence shall be as follows:

**Effective July 1, 2008 through June 30, 2010:**

Zone 1 - Inner 60 Miles	No Subsistence
Zone 2 - 60 Miles to 90 Miles	\$30.00 per day
Zone 3 - 90 Miles and Over	\$50.00 per day

**Effective July 1, 2010 through June 30, 2015:**

Zone 1 - Inner 60 Miles	No Subsistence
Zone 2 - 60 Miles to 90 Miles	\$30.00 per day
Zone 3 - 90 Miles and Over	\$60.00 per day

2. **Permanent Yard or Shop:** An Individual Employer shall not pay 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 subsistence zone. The actual subsistence 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.

These provisions are embodied in Exhibit A – Subsistence Zone Map covering Northern California forty-six (46) Counties, attached hereto and by this reference made a part hereof.

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**DIVING AGREEMENT  
(Addendum to Pile Drivers Agreement)**

Between the Associated General Contractors of California, Inc. and the Carpenters 46 Northern California Counties Conference Board, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34.

THIS AGREEMENT, entered into this 2nd day of May, 2011 amending, modifying, renewing and supplementing the agreement made and entered into July 1, 2008 and each and every prior Agreement, predecessor to this Agreement, entered into by and between the parties hereto, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., a nonprofit corporation and/or other employers becoming signatory hereto parties of the first part, hereinafter referred to as the Employer or Individual Employers, each acting for and on behalf of all of its respective members and/or themselves, and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council for and on behalf of its affiliate Pile Drivers Local Union #34, and the Regional Council other affiliated Local Unions, parties of the second part, hereinafter referred to as the UNION provides:

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

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**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:
    - 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.
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**EXHIBIT A  
SUBSISTENCE ZONE MAP**

