

DEPARTMENT OF INDUSTRIAL RELATIONS  
Division of Labor Statistics and Research  
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San Francisco, CA 94102

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San Francisco, CA 94142-0603



## TRAVEL AND SUBSISTENCE PROVISIONS

FOR

## CARPENTER AND RELATED TRADES

IN

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

28-31-2

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SOUTHWEST REGIONAL COUNCIL OF CARPENTERS**  
 and the  
**ASSOCIATED GENERAL CONTRACTORS, INC.**  
**BUILDING INDUSTRY ASSOCIATION OF SOUTHERN CALIFORNIA, INC.,**  
**SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.**  
**MILLWRIGHT EMPLOYERS ASSOCIATION, INC.**

**2006 - 2010**  
**AGC / BIA / SCCA / MEA**  
**CARPENTERS MASTER LABOR AGREEMENT**

The Southwest Regional Council of Carpenters and the Associated General Contractors, Inc., the Building Industry Association of Southern California, Inc., the Southern California Contractors Association, Inc. and the Millwright Employers Association, Inc. agree to modify and amend the 2002 -2006 Southern California Master Labor Agreement dated July 1, 2002, as follows (redlined, underlined language is added, language struck out is deleted):

CARPENTERS 2006 MLA

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JUL 26 2006

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**11. Amend Section 902.2 to allow reasonable accommodation when Contractor is working on remote jobsite**

902.2 When men are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. When the Contractor is located out of state or is working on a remote jobsite that makes compliance with the foregoing difficult, the Contractor may request from the Union prior to the start of the project a reasonable accommodation, such as overnight mail or direct deposit. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employees name or social security number and the Employers name and address. If the Contractor fails to provide such information on the check stub, then upon written notice from the Union, the Contractor shall correct such check stub within ten (10) days after such notice. If after a second notice such correction is not made, then the Contractor shall be liable to the employee in the amount of ten dollars (\$10.00) for each day that the Employer fails to correct the check stub. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.

**12. Amend Section 1002 to provide that if workmen must be bused to jobsite they will be paid for time traveling one way to the jobsite and increasing the distance for parking facilities.**

**1002. Parking**

In the event free parking facilities are not available within ~~three hundred and fifty (350) yards~~ one quarter (¼) of a mile of a 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 Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain. If employees must be bused to a jobsite they will be paid for the time spent riding to the jobsite. If the return trip takes more than one half (½) hour the

**MEMORANDUM OF AGREEMENT**

by and between

the **SOUTHERN CALIFORNIA CONFERENCE OF CARPENTERS**

**AND**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.  
BUILDING INDUSTRY ASSOCIATION OF  
SOUTHERN CALIFORNIA, INC.  
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.  
MILLWRIGHT EMPLOYERS ASSOCIATION**

**Changes to the 1998-2002 Master Labor Agreement**

06/14/02

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The Associated General Contractors of California, Inc. Building Industry Association of Southern California, INC., Southern California Contractors Association, Inc., Millwright Employers Association, Inc. (collectively referred to the "Associations") and the Southern California Conference of Carpenters ("Union") agree that the 1998-2002 Carpenters Southern California Master Labor Agreement will be modified as follows (new language is shown in bold, deleted language is show as a strikeout):

ARTICLE I shall be amended as follows:

1. 102.5.1 This Agreement shall cover all work in connection with self-supporting scaffolds ~~over fourteen (14) feet in height~~ or scaffold built for special purposes including, but not limited to, handling, building, erecting and disassembling, **and the operation of all equipment used by the scaffold contractor, including lifts and other mobile equipment used in connection with this work.** Scaffolds erected and dismantled by the scaffold contractors, shall be the work of the Carpenters.
2. 102.6.4 The provisions of Article I of this Agreement shall not apply to the manufacturing of identifiable standard manufactured commercial brand name forms such as UNIVERSAL, SYMONDS or similar type forms. **Carpenters shall assemble and install such forms on the jobsite.**
3. 108 Insulation installation work, which is covered in this Article, shall be performed under all of the terms and conditions of the Insulation Agreement between the Contractors and the Southern California Conference of Carpenters. (See Appendix C to this Agreement). **Also covered is the installation of firestop materials and all related work. Such work may be performed pursuant to the Firestop Agreement. Article V, Section 503 shall not apply to firestop work.**
4. Section 113 shall be deleted in its entirety and subsequent paragraphs shall be renumbered as appropriate.
5. Add as a new Section 111 (or in another appropriate position and renumber paragraphs) the following section:  
**All layout work traditionally performed by Carpenters, including layout for work to be performed by the carpenter trades, shall be performed by Carpenters covered by this Agreement.**
6. Add as a new Section 111 (or in another appropriate position and renumber subsequent paragraphs) the following sections:  
**The work covered by this Agreement shall include the installation of premanufactured expansion joints and seismic joints shall be covered by this agreement and performed by Carpenters. Article V, Section 503 shall not apply to such work.**

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**ARTICLE IX shall be amended as follows:**

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7 Add as a new Section 904 the following:

**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.**

**ARTICLE XII shall be amended as follows:**

8. Section 1205 shall be deleted and replaced with the following:

**The Union shall sign project agreements with MBE's and WBE's when required by bid specifications or government regulations.**

**ARTICLE XIV shall be amended as follows:**

9. The term of the Agreement shall be July 1, 2002 through June 30, 2006, and these dates shall be reflected wherever appropriate throughout the Agreement.

**ARTICLE XVI shall be amended as follows:**

10. 1602.1 Eight (8) consecutive hours, exclusive of meal period, between ~~7:00 a.m.~~ 5:00 a.m. and 5:00 p.m., shall constitute a days work. Forty (40) hours, Monday ~~7:00 a.m.~~ 5:00 a.m. through Friday 5:00 p.m., shall constitute a weeks work.

11. 1611.3 Increase amount of reimbursable room costs to \$45.00

**ARTICLE XVI shall be amended as follows:**

12. Wage Increase for all classifications\*:

2002	<b>\$1.52 (Includes an additional (\$0.01) each to the Industry Advancement Fund and the Contract Administration Fund</b>
2003	<b>\$1.50</b>
2004	<b>\$1.50</b>
2005	<b>\$1.50</b>

Increases to be allocated by Union, change all affected provisions in MLA to reflect increase, i.e., Attachment I, Article III, Article XVIII, Apprenticeship Schedules

\* (Increase for Scaffold Builders and Fence Builders to be determined by outcome of negotiations with those employers)

- 13. **1801 Increase foreman differential to \$2.00 over the hourly rate of highest carpenter classification over which they have responsibility. This shall also apply to Piledriver foreman which is listed as a separate wage classification.**
- 14. **Revise 1808 to increase premium for certified welder to \$1.00 per hour. This change shall also apply to Appendix A and B and any other section which references certified welders.**
- 15. **Delete 1812 in its entirety to eliminate the \$2.00 differential for San Bernardino and Riverside County. The 35 hour cap contained in 1811 will continue to apply to Riverside and San Bernardino Counties.**

**OTHER AMENDMENTS**

- 16. **Amend various Appendices, including Appendices A, B and G to reflect changes negotiated with the employers or employer groups representing those contractors performing that specialized work.**
- 17. **Add a new Section in an appropriate location the following language:**

**JOB REGISTRATION**

Section 1. Each Contractor shall notify the UNION in writing, on a uniform job registration form approved by the Union and the Association which shall show at a minimum the location of each job on which the Contractor will be performing work covered by this Agreement, as well as known subcontractors. Such notice shall be given at least 48 hours prior to the commencement of work. On jobs where the time factor does not permit registration of jobs prior to their commencement, the Contractor shall notify the Union by telephone or fax giving all pertinent information regarding that specific job. Such notification must be confirmed in writing on the regular Job Registration Form within 48 hours thereafter.

Section 2. In the event an employer takes over the performance of the contract covered by the terms of this Agreement for another employer, the successor employer shall notify the Contract Administration Committee by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work.

- 18. **The Union will develop a program to assist contractors in tracking the various certifications required of it's carpenters and both the union and the Associations (and their members contractors) will work on programs to encourage all carpenters to upgrade their skills and obtain certifications. If contract language is needed regarding this subject it will be added to the Agreement. The parties will continue to discuss these issues.**
- 19. **The Memorandum of Understanding on Drug Abuse Detection and Prevention will be amended to allow on site screening consistent with SAMSHA standards to be used as part of the drug testing procedure.**

Dated \_\_\_\_\_

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Memorandum of Agreement between the  
Southern California Conference of Carpenters and the  
AGC of California, Inc., BIA of Southern California, Inc., SCCA, Inc. and MEA  
July 1, 2002 - June 30, 2006 MLA  
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The UCC Committee recommended an additional one cent (\$0.01) contribution per hour to the Contract Administration Fund and an additional one cent \$0.01 per hour contribution for the Industry Advancement Fund. In addition, each fund can be increased by an additional one cent (\$0.01) per hour if needed during the term of the agreement.

Associations:

Associated General Contractors of California, Inc.  
Building Industry Association of Southern California, Inc.  
Southern California Contractors Association, Inc.  
Milwright Employers Association

Clair McChristy 8/2/02  
Clair McChristy signing on behalf of Thomas T. Holsman Date

For the Union:

Southern California Conference of Carpenters

Gordon K. Hubel 8/6/02  
Gordon K. Hubel signing on behalf of Douglas J. McCarron Date

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**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.

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#### **1002. PARKING**

In the event free parking facilities are not available within three hundred, fifty (350) yards of a 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 Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

#### **1003. DRINKING WATER**

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

#### **1004. JOBSITE TRANSPORTATION**

Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

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.

**APPENDIX A**  
**SPECIAL WORKING RULES FOR PILE DRIVERS**

1. The following Special Working Rules for Pile Drivers are in addition to those rules contained in the Carpenters Master Labor Agreement, except as modified by these Special Working Rules.

3. **SUBSISTENCE:**

On jobs located within ninety (90) road miles from the Local Union at Wilmington, California or Call Board, 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 employees' 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.

4. On jobs located ninety (90) or more road miles from the Local Union or Call Board 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:

(a) Thirty dollars (\$30.00) 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.

(b) In the event Employees provide their own transportation, they shall receive twenty-five (\$0.25) cents per mile for transportation expense 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. Notwithstanding any of the above conditions no employee shall receive subsistence or travel allowance for jobsites located in the free zone.

5. 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.

6. The following named islands are hereby established as suitable room and board zones: Richardson Rock, Santa Cruz Island, Santa Rosa Island, San Miguel Island, Arch Rock, San Clemente Island, Anacapa Island, (Channel Islands Monument), San Nicholas Island, Santa Barbara Island and Santa Catalina Island.

7. 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 in his hiring procedure.

8. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent to the project, seven (7) days per week in compliance with California

State Laws.

9. **PRE-JOB CONFERENCE:**

When jobs are scheduled for a completion date of more than three hundred, sixty-five (365) calendar days a pre-bid conference will be held to discuss proper subsistence arrangements.

10. **TRAVEL TIME:**

The Contractor agrees to pay travel time each way from the point of embarkation 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.

**APPENDIX B**  
**SPECIAL WORKING RULES FOR MILLWRIGHTS**

1. In addition to the Working Rules contained in Article XVI of the Carpenters Master Labor Agreement, the following Special Working Rules apply to Millwrights.

2. (a) Effective July 1, 1993, Millwrights shall receive subsistence payments of thirty dollars (\$30.00) per day except as provided below.

(b) On jobs located within ninety (90) road miles from the City Halls of San Bernardino and Los Angeles, to the center of the construction jobsite and/or sites on the project or ninety (90) road miles from the employees 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 of jobsite is in the free zone regardless of the distance the employee must travel to the project or jobsite.

3. Travel time on subsistence jobs shall be computed at straight time rates based on fifty (50) miles per hour from the City Halls of San Bernardino and Los Angeles to the center of the jobsite at the beginning and termination of employment. However, any employee who quits or is discharged for just cause before he has worked for ten (10) working days on a job shall not be entitled to the above travel time payment. Employees dispatched to the job and for whom no work is provided shall be entitled to travel time.

4. Mileage payments at the rate of thirty cents (\$0.30) per mile shall be paid to Millwrights working beyond the distance of ninety (90) road miles from the City Halls of San Bernardino and Los Angeles to the center of the jobsite at the beginning and termination of employment. However, any Employee who quits or is discharged for just cause before he has worked for ten (10) working days on a job shall not be entitled to the above travel time payment. Employees dispatched to the job and for whom no work is provided shall be entitled to the above mileage payment.

7. When an out-of town job is of one (1) day's duration of twelve (12) hours or less, and workmen are paid or furnished transportation, and paid travel time to and from the job, workmen, shall not in addition, be paid subsistence.

**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.

#### **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.

**APPENDIX G**  
**SPECIAL WORKING RULES FOR DIVERS ON CONSTRUCTION WORK**

**ARTICLE I**

The following Special Working Rules for Divers on Construction Work are in addition to all the provisions of the Carpenters Master Labor Agreement and Appendix A, which govern the employment of divers and tenders on construction work, except as modified by these Special Working Rules.

It is understood that there may be other agreements affecting the employment of Divers under Appendix G. The terms and conditions of these agreements will be available to any Employer signatory to this Agreement. The terms of this Appendix G Diving Agreement are open to further negotiations when the Employer and Union agree that a specific project requires further evaluation.

**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.