STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

HOLIDAY PROVISIONS

FOR

DREDGER (OPERATING ENGINEER)

IN

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

63-12-23
HOL

MASTER LABOR AGREEMENT

between
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

and the
DREDGING CONTRACTORS ASSOCIATION OF CALIFORNIA

This Agreement made and entered into this 1st day of August, 1998, by and between the Dredging Contractors Association of California, hereinafter referred to as the Collective Bargaining Representative of Employer and the International Union of Operating Engineers, Local Union No. 12, hereinafter referred to as the Union.

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ARTICLE I
General Provisions

A. Definitions:

1. The term "Collective Bargaining Representative of Employer" as used herein shall mean the Dredging Contractors Association of California. The names of the members of said organization are listed immediately following the signatures in this Agreement.

2. The term "Individual Employer" shall mean any person or entity who or which is now or hereafter may become a member of the Dredging Contractors Association of California, and who has assigned its labor relation bargaining rights thereto. The names of such "assigned members" as of the date of this Agreement are listed immediately following the signatures.

3. The term "Union" as used herein shall mean the International Union of Operating Engineers, Local Union No. 12.

4. The term "Employee" as used herein shall mean all persons performing work in the area covered by this Agreement, excluding superintendents, assistant superintendents, captains, launch operators, timekeepers, messenger boys, guards, confidential employees and office help. When the Individual Employer uses

C. An employee who has been found through the grievance procedure to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety or the health or safety of any other employee, shall be reinstated in his former classification and made a whole for any loss of wages, fringes and benefits contained in this Agreement.

D. Life jackets, hard hats, eye, hearing and hand protection shall be worn by all employees covered by this Agreement as required by law and/or the Individual Employer.

ARTICLE XII
Working Rules

A. The Individual Employer will make available to each regular employee, forty-eight (48) hours of work each week, while the dredge is on the job working, subject to the following exemptions, in which case forty-eight (48) hours need not be made available:

(1) Short weeks due to starting and finishing a job; (2) major breakdowns; (3) shutdowns or shorter weeks by order of the contracting authority or other government agency, a copy of such order must be submitted to the Union; (4) yard or lay-up base work; (5) when holidays specified in this Article fall within the week in which event the work week will be reduced by eight (8) hours for each such holiday; (6) if the current overtime pay requirements of State or Federal Law applicable to the employees are increased during the term of this contract.

B. On single shift operations, eight (8) consecutive hours of work between the hours of 8:00 A.M. and 4:00 P.M. shall constitute a work day. On repair work other than at the jobsite when the dredge is working, eight (8) hours work between the hours of 8:00 A.M. and 4:30 P.M. shall constitute a work day.

C. 1. One and one-half (1½) times the regular rates shall be paid for all time worked in excess of eight (8) consecutive hours in any period of twenty-four (24) hours, for all hours worked on Saturdays, for all hours worked by an employee before his shift starts and after his shift ends. All employee hours worked on Sundays, either dredging or repairing, shall be paid for at two (2) times the regular rates. Overtime shall be reckoned by the hour. All employee hours worked on holidays, either dredging or

repairing, shall be paid at the applicable rate of pay.

a. Double (2) time shall apply for all holidays, hours worked or paid on New Year's Day, Memorial Day, Independence Day, New Year's Eve Day and the Day after Thanksgiving.

b. Triple (3) time shall apply for all holidays, hours worked or paid on Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day and the first Saturday following the first Friday in the months of June and December of each year.

c. Effective August 1, 1999, triple (3) time shall apply for all holidays, hours worked or paid on New Year's Day, Day after Thanksgiving, and Independence Day.

d. Effective August 1, 2000, triple (3) time shall apply for all holidays, hours worked or paid on New Year's Eve Day and Memorial Day.

2. There shall be no pyramiding of the overtime rates.

3. Whenever an employee is called out to work on a Sunday or a holiday, he shall be paid at least eight (8) hours at the applicable overtime rate.

D. On three (3) shift operations, the straight-time hours shall be from 8:00 A.M. Monday to 8:00 A.M. Saturday, unless mutually agreed upon otherwise at the pre-job conference.

E. On two (2) shift operations, the straight-time hours shall be from 8:00 A.M. to 12:00 Midnight, unless mutually agreed upon otherwise at the pre-job conference.

F. The full crew employed in the operation of a dredge shall all commence work at the designated starting time of the shift. Landfill or Spill Barge Crews can have start times which are staggered from the dredge crew reporting time, not to exceed one (1) hour. When more than one (1) shift is worked, shifts shall run consecutively, when mutually agreed upon.

G. The following days shall be considered legal holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

and on the first Saturday following the first Friday in the months of June and December of each year. Holidays falling on Sunday shall be observed on the following Monday. Article XII, Section A, will not apply during the holiday weeks of Thanksgiving, Christmas and New Year.

Article XII, Section A, will be reduced to forty (40) hours during the weeks of the first Saturday following the first Friday in the months of June and December.

H. The fraction of a day shall be paid for as a whole day except as hereinabove provided if the employee reports to work at the regular starting time, except that any employee ordered to report to work and not being put to work shall receive two (2) hours pay at the rate applying on the job on that date. An employee who quits before completing his days work shall be paid for the actual time worked.

I. When the Employer produces evidence in writing to the Union of a bona fide job requirement that work can only be performed outside the regular day shift due to safety conditions or other requirements, an employee shall work seven (7) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday.

J. Starting times, should conditions arise which create a necessity for a change, may be changed by mutual agreement expressed in writing between the Local Union and the Individual Employer.

63-12-23

INTERNATIONAL UNION OF
OPERATING ENGINEERS
Cover Sheet

FACSIMILE TRANSMISSION

DATE: August 1, 2001

RUSH [ ]

LOCAL 12

TO: DEPT. OF INDUSTRIAL RELATIONS

ATTN: Maria Robbins, Deputy Chief

PHONE NO: ( )

FAX NO: (415) 703-4771

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Department of Industrial Relations
AUG 02 2001
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Chief's Office

FROM: **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 12**

Name: Fred C. Young, Financial Secretary (Karen)

150 East Corson Street, Pasadena, CA 91103

Telephone: (626) 792-8900 FAX #: (626) 792-9039

REMARKS: Per the telephone conversation today, we are sending the wage rates and fringe benefits of the 2001-2004 Dredge Master Labor Agreement. Upon signatures of all respective parties, we will forward a complete agreement to your attention. Thank you in advance for your cooperation.

NUMBER OF PAGES 3 + Cover Sheet

Please call (626) 792-8900 if all of the pages were not received.

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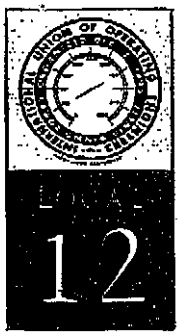
RESPONSE REQUESTED: YES_____ NO_____



WM. C. WAGGONER
Business Manager
and
General Vice-President

INTERNATIONAL UNION OF OPERATING ENGINEERS

August 1, 2001

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James G. McNally, President
DREDGING CONTRACTORS ASSOCIATION OF CALIFORNIA
c/o Great Lakes Dredge & Dock Co.
2122 York Road
Oak Brook, IL 60521-1930

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Department of Industrial Relations
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Chief's Office

RE: DREDGING MASTER LABOR AGREEMENT/2001-2004

Dear Mr. McNally:

As a result of the recently concluded negotiations, the following wage rates and fringe benefits were agreed to and are noted below for your information:

Increase effective dates . . .	8-01-01	8-01-02	8-01-03
	*$1.45	*$1.55	*$1.65

The Hourly Wage Rates will be increased One Dollar ($1.00), as noted below.

The Health and Welfare Fund will be increased twenty-five cents (25¢), making a total of Four Dollars and thirty cents ($4.30) for all hours worked or paid.

The Vacation-Holiday Fund will be increased fifteen cents (15¢), making a total of One Dollar and sixty-five cents ($1.65) and Supplemental Dues will remain at One Dollar ($1.00), making a total of Two Dollars and sixty-five cents ($2.65) for all hours worked or paid.

The Joint Apprentice Training/Journeyman Retraining Fund will be increased five cents (05¢), making a total of sixty cents (60¢) for all hours worked or paid.

Effective August 1, 2001, the subsistence rate will be Fifty-two Dollars and fifty cents ($52.50) per day.

Effective August 1, 1999, the travel time will be Twelve Dollars ($12.00) per Agreement.

INTERNATIONAL UNION OF
OPERATING ENGINEERS

Dredging Contractors Assoc. of California
RE: Dredging Master Labor Agreement
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CLASSIFICATIONS:	WAGE RATES AND EFFECTIVE DATES 8-1-00	8-1-01
Leverman 20	$32.65	$33.65 20
70 Hydrographic Surveyor	29.94	30.94
Chief Engineer	29.65	30.65 10
Deck Captain 10	29.65	30.65
60 Dozer (person running Dozer must be dispatched as a Dozer Operator)	29.18	30.18
30 Watch Engineer	29.07	30.07
Welder	29.07	30.07
Deckmate	29.07	30.07
Levee Foreman	28.70	29.70
40 Winchman (Stern Winch) (on Dredge)	28.52	29.52
50 Fireman-Oiler	27.98	28.98
Leveehand	27.98	28.98
Deck Hand (can operate anchor Scow under direction of mate)	27.98	28.98
Bargeman	27.98	28.98
80 Barge Mate	28.59	29.59

*The Union may elect, at its option, upon at least sixty (60) days' written notice, to allocate the increases indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday, (5) Joint Apprenticeship and Journeyman Retraining Trust, (6) Supplemental Dues, and (7) Engineers Contract Compliance Committee.

APPRENTICE WAGE RATES
(Based on the Deckmate rate of pay)

0-1000	hours - Step	I	@60%
1000-2000	hours - Step	II	@65%
2000-3000	hours - Step	III	@70%
3000-4000	hours - Step	IV	@75%
4000-5000	hours - Step	V	@80%
5000-6000	hours - Step	VI	@90%

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All shift pay or premiums entitled to be paid under the terms of this agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

INTERNATIONAL UNION OF
OPERATING ENGINEERS

Dredging Contractors Assoc. of California
RE: Dredging Master Labor Agreement
August 1, 2001
Page 3

FRINGE BENEFIT CONTRIBUTIONS:	EFFECTIVE DATES	
	8-1-00	8-1-01
Health and Welfare	$ 4.05	$ 4.30
Pension.	3.75	3.75
Vacation-Holiday ($1.65) and Supplemental Dues ($1.00).	2.50	2.65
Joint Apprentice Training/ Journeyman Retraining Fund.	0.55	0.60
Engineers Contract Compliance Committee. .	0.05	0.05

Effective August 1, 2002, the subsistence rate will be Fifty-Five Dollars ($55.00) per day.

Effective August 1, 2003, the subsistence rate will be Fifty-Seven Dollars and fifty cents ($57.50) per day.

Please place these new rates into effect August 1, 2001.

Very truly yours,

Wm. C. Waggoner, Business Manager
I. U. O. E., Local Union No. 12 and
General Vice-President

Fred C Young

By: Fred C. Young, Financial Secretary
I. U. O. E., Local Union No. 12

WCW:FCY:kld
cc: Officers, Leo Majich
Dist. Reps., Offices
S/C & S/N Apprentice Offices
Agreement Department

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