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

# SCOPE OF WORK PROVISIONS

FOR

**Landscape Operating Engineer:**
Backhoe Operators, Forklifts-tree Planting
Equipment (jobsite), HDR Welder-Landscape, Irrigation,
Operating Engineers' Equipment, Roller Operators,
Rubber-Tired & Track Earthmoving Equipment,
Skiploader Operators, and
Trencher-31 Horsepower and up

IN

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

RECEIVED
Department of Industrial Relations
DEC 13 1996
Div. of Labor Statistics & Research
Chief's Office

# MASTER LABOR AGREEMENT

between
KARLESKINT-CRUM, INC.

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

This Agreement entered into this 17th day of October, 1996, by and between KARLESKINT-CRUM, INC., signatory hereto, hereinafter referred to as the "Employer", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the "Union".

## PURPOSE

The Employer is engaged in Landscape and Irrigation and Site Development work in Southern California and Nevada, and in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Employer wants 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 Employer, 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 Employer 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 Employer is assured continuity of operation and the employees of the Employer are assured continuity of employment and industrial peace is maintained.

## ARTICLE I
## General Provisions

A. **Definitions:**

1. The term "Contractor" or "Employer", as used herein, shall refer to the Employer party to or bound by this Agreement.

2. The term "Union", as used herein, shall refer to the International Union of Operating Engineers, Local Union No. 12.

3. The term "Workman" or "Workmen", as used herein, shall refer to a person, or persons, in the labor market who are not employed.

4. The term "Employee(s)", as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement and Owner-Operators as defined in Article XXIII, Paragraph O.

5. All personal nouns and pronouns refer to the male and female gender.

B. **Coverage:**

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractor in the territory as described in this paragraph, employed to perform or performing any landscape or irrigation work within the jurisdiction of the Union, as such employees and landscape or irrigation work are respectively defined hereafter in this Agreement in the area known as the State of California, Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: 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, including the Channel Islands Monument, San Diego County, and the State of Nevada, Counties of Clark, Esmeralda, Lincoln and Nye.

2. The Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and

working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

3. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union signatory to this Agreement.

a. It shall cover all landscape and irrigation work on public or private jobs.

4. It is agreed that all repair and maintenance of Operating Engineers equipment performed by the Contractor shall be performed by an Operating Engineer employee covered by this Agreement.

## ARTICLE II
## Union Recognition

A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

B. Employees employed by the Contractor for a period of eight (8) days continuously or accumulatively under the work jurisdiction of the Union as that term is defined herein shall be or become on the eighth (8th) day or eight (8) days after the effective date of this Agreement, whichever, is later, members of such Union and shall remain members of such Union as a condition of continued employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.

C. The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues.

F. The Contractor shall provide in his contract with the Subcontractor the following provisions:

"The Subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article III of this Agreement. The Subcontractor agrees that he will bind his Subcontractor to said procedures in the same manner and to the same effect as provided with respect to him."

G. Loading and Unloading Equipment:

1. So far as it is within the control of the Contractor, the transportation of Operating Engineers equipment by means of its own power, shall be performed by employees covered by this Agreement. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.

2. The Contractor and his Subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment, which use will tend to cause any discord or disturbance on the project.

## ARTICLE V
## Procedure for Settlement of Grievances and Disputes

Section 1. Grievances shall be limited to matters concerning the provisions of the Agreement. A "grievance" as that term is used in this Contract means a claim by an Employer, employee or employees, that a term of this Contract has been violated. Neither the Union, Employer nor any employee shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Contract or any part hereof. No disputes, complaints or grievances shall be recognized unless called to the attention of the Employer and the Union within thirty (30) calendar days (except on discharge, which shall be seven [7] working days) after the alleged violation occurs.

Section 2. Grievance Steps. The following procedures for settling grievances and disputes shall be followed without deviation to the end that the Employer or any employee of the

the Channel Islands Monument, San Diego County and State of Nevada Counties of Clark, Esmeralda, Lincoln and Nye.

## ARTICLE XII
## Coverage

A. In addition to this Agreement coverage, this Agreement shall also include: jobsite, field survey work, asphalt, screening, soil cement and crushing plants and operations, forest fires, flood and emergency work which work will be performed under the terms of the Master Labor Agreements of Local 12 jurisdiction.

B. The parties to this Agreement recognize that Operating Engineer Foremen are dispatched by the Union or appointed by the Contractor and are subject to negotiated wage rates and shift schedules and are covered by contributions into the various Operating Engineer Fringe Benefit Trusts for all hours worked or paid. Foremen are utilized as representatives of the Contractor in a supervisory capacity.

1. The Union agrees no disciplinary measures will be taken against such foremen for any actions taken by them as directed by their Employer when such actions conflict with this Agreement.

2. The Union may, however, file all grievances and disputes through the grievance procedure under Article V of this Agreement, and may, at their discretion, institute their prerogatives regarding Union proceedings.

3. Nothing in this Agreement shall limit the right of Contractors to utilize machinery and equipment dealers to perform major repairs on machinery and equipment on or off the jobsite. All other maintenance and repairs which are normally and customarily performed, shall be performed by employees covered by this Agreement. If the parties to this Agreement determine that this paragraph is unworkable, then either party may reopen the Agreement with sixty (60) day's prior notice to the other party for the purpose of renegotiating this paragraph only.

6. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

7. Combination Mixer and Compressor Operators, on Gunite work shall be classified as Concrete Mobile Mixer Operator.

8. The necessity for the use of an employee as a Signalman shall be determined by the Contractor. When used, he shall be an Engineer-Oiler, as defined herein, who assists in giving or relaying signals, by mechanical means (also by means of hand signals on excavation work), directly to the Operator of hoisting equipment only.

9. When Operating Engineers are working with other trades or crafts, they shall be compensated on the same overtime conditions as the trade or craft they are working with.

10. <u>Water Control</u>:

a. A Dewatering System is a combination of one or more pumps of any type, size or motive power, including, but not limited to, wellpoint pumps, submersible pumps, well pumps, ejector or eductor pumps in combination with wells, wellpoints, sumps, piping and/or other appurtenances powered by diesel, electric, gasoline, or any other type of motive power, to control water on any and all types of construction work.

b. During the day shift, a Dewatering System shall be started, stopped, serviced and maintained by an employee covered by the terms of this Agreement, however, a Pump Operator will not be required on the day shift, provided there are other operators on the jobsite assigned to service and maintain the pumps during said day shift. A Pump Operator will be required on the second and third shifts unless full shifts are worked by second and third shift personnel.

c. When submersible or well pumps are operated with public electric power, an Operating Engineer will not be required. Jobsite maintenance or repairs on the system, if required, shall be performed by an Operating Engineer. An Operating Engineer will not be required on a single small unit which is used for the filling of a water tank or water trucks.