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SHIFT PROVISIONS

FOR

OPERATING ENGINEER (SPECIAL SHIFT)

OPERATING ENGINEER (MULTI-SHIFT)

CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER, SPECIAL SHIFT)

CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER, MULTI-SHIFT)

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (SPECIAL SHIFT)

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER (MULTI-SHIFT)

IN

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

Note: The shift provisions provided in the following pages provide the work hours that are applicable to each shift. Shift differential pay is required and will be enforced during each applicable shift. Any provision limiting the work hours for a particular type of work will not be enforced on public works.

RECEIVED
Department of Industrial Relations
JUL 30 2001
Div. of Labor Statistics & Research
Chief's Office

MASTER LABOR AGREEMENT

between
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT, entered into this 1st day of July, 2001, by and between the Southern California Contractors Association, Inc., for the Southern California Counties, excluding San Diego County, hereinafter referred to as the CONTRACTORS, as defined below, 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 Contractors are engaged in construction, survey work and asphalt producing in Southern California and in the performance of their present and future contracting operations, are employing, and will employ, workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement, in the area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the Contractors, 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 Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes and grievances.

ARTICLE I
General Provisions

A. Definitions:

1. The term CONTRACTORS, as used herein, shall refer to the Southern California Contractors Association, Inc., for their eligible members. A roster of Contractor members, signatory to

administered Trust formed and created for this purpose and the individual Employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Fund for Construction Industry Advancement, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

B. It is understood that independent of any other provisions contained in this Agreement which provided for its termination, Contractors shall have the right and power to cancel unilaterally the provisions, solely of this Article at any time by delivering notice to the Unions in writing to that effect.

ARTICLE XVI
Working Rules

The following working rules shall govern the employment of employees performing all work covered by the terms of this Agreement:

A. **Single Shift:**

1. Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty (40) hours Monday 6:00 A.M. through Friday 5:00 P.M. shall constitute a week's work.

2. The starting time of single shifts shall be at 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M. or 8:00 A.M., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting times shall not be staggered. Written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime for all time outside of the regular constituted shift.

3. All time worked before 6:00 A.M. and after 5:00 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

4. The Contractor, at his option, may start earlier than 6:00 A.M. when twenty-four (24) hours prior notification to the Union is provided in advance of starting of such shift and

confirmed in writing. In order to qualify for this provision, such shift shall operate for three (3) days or more. If the project duration is less than three (3) days, written notification is required. Such shift shall work eight (8) hours at the straight-time rate of pay.

B. **Multiple Shifts:**

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations provided, however, that workmen working on multiple shifts shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Section D, Special Shifts.

2. Where the Contractor performs field lubrication and/or repair on equipment outside of the regular single-shift operation, employees performing such work shall be considered as working on the multiple-shift basis. The basic per hour wage rate for this eight (8) hour shift is designated in Appendix A-3.

3. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Appendix A through C. However, when the day shift starts between the hours of 7:00 A.M. and 8:00 A.M., that eight (8) hour shift shall be paid in accordance with Appendix A-1, B-1, or C-1 *or E-1* and the second (2nd) shift shall be paid in accordance with Appendix A-3, B-3, C-3 *or E-3*. The third (3rd) shift shall work six and one-half (6½) consecutive hours, exclusive of meal period, for which eight (8) hours straight-time shall be paid Monday through Friday as designated in Appendix A-1, B-1, C-1 *or E-1*. All time worked or paid for eight (8) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate rate.

4. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours,

shall be paid for at the overtime rate, except as provided in Paragraph 5 of this Section B.

5. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

C. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

D. **Special Shifts:**

1. A special starting time of an eight (8) hour shift, beginning no earlier than 11:00 A.M. and no later than 3:00 P.M. may be established by the Contractor for field lubrication or repair of equipment. Employees on this multi-shift shall receive the basic per hour rate as designated in Appendix A-3. The Union shall be notified, in writing, prior to the establishment of such shift for each job. In cases of deviation from the original established starting time and when the Union is not notified in writing, employees shall be paid overtime for all time worked or paid outside of the regular constituted shift.

2. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by City, County or State and other contracting agencies, an employee shall work eight (8) 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. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. When the above conditions exist and it is necessary to begin or end a shift during the hours specified in Section B, Paragraph 4 of this Article (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special shift shall receive

the basic per hour rate as designated in Appendix A-2, B-2, C-2 or E-2.

3. Should any paving, paving maintenance jobs, or slurry seal projects, and only a paving, paving maintenance job or slurry seal project, by necessity and bid document, specification or solicitation require that the paving portion of the job be performed on a Saturday and/or Sunday, the overtime provisions of this Article shall not apply.

(a) For paving work performed between 6:00 A.M. and 5:00 P.M. employees performing that work shall be paid at their straight-time wage and fringe benefits.

(b) All paving work before 6:00 A.M. and/or after 5:00 P.M. or in excess of eight (8) consecutive hours, exclusive of meal period, and all such work performed on a Saturday and Sunday in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½).

(c) At least one (1) day prior to commencement of the paving work on a Saturday or Sunday, the Employer must call a pre-job conference and present to the Union Representative an appropriate bid or other document sufficient to satisfy the Union that the paving and or slurry seal work must be performed on a Saturday and/or Sunday.

4. A special starting time may be established on underground utility pipeline jobs only. The underground contractor may start the operator and oiler on backhoe and trenching machines one (1) hour before the regular constituted starting time for an eight (8) hour shift to be paid at the straight-time hourly rate.

5. A special shift may be utilized by the Contractor consisting of four (4), ten (10) hour days, Monday through Thursday or Tuesday through Friday if a holiday falls on a Monday or a Friday.

Straight-time shall be paid for the first ten (10) hours of this special shift. All time worked after ten (10) hours shall be paid for at one and one-half (1½) times the regular rate. Any time worked after the twelfth (12th) hour shall be paid at two (2) times the regular rate. All time worked on the nonscheduled weekday (Monday or Friday) and Saturday, shall be paid at the rate of one and one-half (1½) for the first twelve (12) hours. Any time

worked after the twelfth (12th) hour and all time worked on Sunday shall be at two (2) times the regular rate of pay.

The Union shall be notified in writing prior to the commencement of this special shift and shall also be notified at the conclusion of this special shift.

It is also agreed that all of the other provisions of this Article pertaining to starting times, show-up time, etc., shall apply and that an eight (8) hour shift cannot be worked in conjunction with the special shift.

Failure to notify the Union of the commencement of this special shift, the Contractor shall pay all employees in accordance with the overtime provision for a regular eight (8) hour shift.

An employee assigned to a four-ten shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work shall receive pay for two (2) hours. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and Holidays or the employee's scheduled day(s) off.

If work is provided they shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours pay. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays & Holidays or the employee's scheduled day(s) off.

6. Employees required to suit up and work in a hazardous material environment, shall receive *Two Dollars ($2.00)* per hour in addition to their regular rate of pay, and that rate shall become the basic hourly rate of pay. Employees performing this work, shall not be required to work alone. All OSHA and CAL OSHA Safety Standards shall apply. This premium shall apply only to Level "A" and Level "B" regulated work.

E. **Tide Work Schedule:**

The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable regular straight-time

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 the drain.

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

8. Combination Mixer and Compressor Operators on Gunite work shall be classified as Concrete Mobile Mixer Operators.

9. 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.

10. 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.

11. On all short jobs, such as paving, small utility jobs, equipment rental operations, etc., any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report for work.

Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall not receive less than eight (8) hours pay. All travel time shall be considered as work time. It is understood between the parties that this provision does not include truck crane rental operations.

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

(a) A Dewatering System is a combination of one (1) 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 (2nd) and third (3rd) shifts unless full shifts are worked by the second (2nd) and third (3rd) 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.

R. **Foreman:**

1. If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Engineer-Oiler and Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen, Chief of Party and Forklift Operators on a project, an Operating Engineer Foreman shall be employed at the rate of not less than One Dollar and fifty cents ($1.50) per hour over the hourly rate of the highest paid Operating Engineer's classification under his supervision. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular operator is temporarily absent.

2. When less than seven (7) employees are working and the Employer assigns supervisory authority to one of the Journeymen, he may be required to work at the trade, but will be paid at the Foreman's rate, and the additional pay shall be added to the regular rate and become the base rate for the entire shift.

3. If an individual Contractor employs forty (40) or more employees covered by this Agreement on any oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, nuclear, oil, gas or coal power plants and

7. In the event campsites are established on off-shore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below. Employees reporting at the embarkation point for travel, to the above named islands shall be paid travel time from the mainland to the island 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 Employer.

8. The Contractor may provide and maintain acceptable room and board, seven (7) days per week, in compliance with California State Laws, in lieu of subsistence.

9. In the event a campsite is established, employees shall receive travel time from the campsite to the jobsite, and back to the campsite, at the straight-time rate of pay.

10. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and the stipulations as set forth in the California Vehicle Code for the transportation of workmen.

11. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

U. Special Working Rules and Conditions for Tunnels and Sealed Air Pressure Bores:

1. All terms and conditions of this Agreement shall apply to all employees employed on a tunnel job or project unless otherwise specified in this Section U.

2. This section covers jobsite work on construction, alteration, repair modification or demolition of tunnels, shafts, tunnel shafts, adits, silos, raises, subways, chambers, underground power houses, including the lining of same which falls within the jurisdiction of the Union. Where open cutwork is covered over or decked with wood, steel or other substitute materials and workmen are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Agreement. For all excavation and work related to the excavation, without limiting the scope of the work covered hereby, it is agreed that this Agreement shall cover but not be limited to the construction of, in whole or in part, or the improvement or modification thereof,

including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes of work:

3. The manning, running and/or handling of all boring equipment, mole machines, mining machines, mucking machines, heading shields, all drilling (except Jackleg and Jumbo), all diamond core drilling, grinding and sharpening of bits, slushers, tuggers (except in breast board or crown bar headings), all conveyors and conveyor belts, locomotives, rubber-tired equipment, including man trip vehicles, mobile power Jumbos, Athey Wagons and tractors, all concrete placing equipment such as Rex Pumpcrete and all pneumatic placers (flowcrete), Kemper, Hackley-Presswell and all similar equipment. The jacking of pipe in tunnels, all ground support work including cutting, welding, hauling and hoisting of all liner plate and other materials, all work performed under compressed air (which falls within the jurisdiction of the Union). The manning of all hoisting equipment including cherry pickers and/or carpassers, mobile powered heading switches, concrete screeds, agitator cars, the moving, raising and setting of forms, including slip forms, in tunnels and tunneling operations. The operation, tending and maintenance of all pumps, generators, compressors and ice plants in or on tunnels and tunnel shaft projects.

4. Any and all emplacements commonly described as underground silos in which missiles are placed, housed, stored and/or their component parts, shall be covered by the terms of this Agreement. All power hoisting and jobsite hauling of all tools, equipment, material, workmen and other personnel and the operation of all equipment primarily used therefore, shall be considered the jurisdiction of the Union and shall be covered by the terms and conditions of this Agreement.

5. In addition to the above, this Section U shall also include: Work in the Contractor's portal yards and shops, tunnel survey work such as the placing, setting and adjusting of Laser Beams, Gyroscope, Geodometer, Electrotape, and all other instruments used therefore, including Grade Checkers and/or shift Engineers.

6. Tunnels shall be defined as: An underground passageway, except for jacking operations under highways, railroads,

embankments, etc., excavated by workmen and equipment working below the earth's surface that provides subterranean route along which workmen, equipment or substances can move other than passageways excavated by mine or quarry operations.

7. All work of site preparation, mobilization and installation of plant and equipment and the removal of same shall be performed under the terms of this Section U.

8. After tunnel work has begun, work outside the tunnel consisting of batch plant crews, the construction, repair and maintenance of the equipment outside the tunnel, subway, shaft, raise, etc., and the hauling and hoisting of the material to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft raise, etc., shall come under the tunnel provisions and shall work under the tunnel shift conditions (either single or multiple).

(a) Employees assigned to Batch Plant operations shall work under the terms and conditions of the tunnel provisions except when a Batch Plant is established in an area to provide material for a project consisting of a tunnel or tunnels, and other outside concrete batching operations, and the Batch Plant crew or any member of it had not participated in the driving of the tunnel, such employees shall be covered by the regular jobsite concrete Batch Plant provisions of this Agreement.

9. The following working rules shall govern the employment of employees performing all work covered by this section.

(a) Single Shifts: Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work, for which eight (8) times the straight-time rate shall be paid. Forty (40) hours, Monday 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's work.

(b) All time worked in excess of eight (8) consecutive hours, exclusive of meal period, all time worked in excess of forty (40) hours per week, all time worked before 6:00 A.M. and after 5:00 P.M., and all time worked from Friday midnight to Sunday midnight, and all holidays worked, shall be paid for at the applicable overtime rate.

(c) Multiple Shifts: When two (2) or more shifts are worked for three (3) or more consecutive days, seven and one-half

(7½) hours of work shall constitute a day's work, for which eight (8) hours straight-time at the applicable rate shall be paid. There shall be no split or staggered shifts.

(d) The applicable overtime rate shall be paid for all time worked or paid in excess of seven and one-half (7½) hours, exclusive of meal period, in any one (1) shift, all time worked in excess of thirty-seven and one-half (37½) hours in any one (1) week, all time worked before the regularly established starting time and after the established quitting time on each shift and all time worked from Friday midnight to Sunday midnight and holidays worked. Multiple shifts may be alternated, in conformance with the desire of the majority of the employees on no less than two (2) week intervals. However, when multiple shifts are alternated, all employees on such shifts shall be entitled to alternate, if they so desire.

(e) Compensation for Travel within Tunnel:

(1) The Contractor shall pay employees covered by this Agreement working within the tunnel, adits or shafts, on a portal-to-portal basis as follows: The hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift and shall end at such portal, except as provided in this Section U, Paragraph 9, Subparagraph (g).

(f) The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to One Hundred Dollars ($100.00) in the event of the destruction of the change house by such fire provided a claim form is filed as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred feet (200 ft.) or less, such as under highways or railroad embankments.

(g) If a change house is located more than one thousand, two hundred fifty (1,250) walkable feet from the portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of employees who are required to report before

APPRENTICE WAGE RATES

Based on Appendix A, Group VI, A-1, A-2 and A-3 of this Agreement

Apprentices operating equipment set forth in Group XIII through XXV of Appendix A will receive the applicable wage rate for that Group.

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%

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.

At no time shall the above apprentice wage rates exceed any of the Journeyman Group Rates of this agreement.

App