STATE OF CALIFORNIA
Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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HOLIDAY PROVISIONS

FOR

LANDSCAPE OPERATING ENGINEER

IN

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

63-12-33

MASTER LABOR AGREEMENT

RECEIVED
Department of Industrial Relations
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between
KARLESKINT-CRUM, INC.

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

This Agreement entered into this 17th day of September, 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.

term of this Agreement. The arbitrator shall render a decision within sixty (60) days of the final submission of all evidence and arguments by the Employer and the Union.

Section 3. Arbitrator's Fees. In order to encourage the settlement of grievances in the early steps of the grievance procedure, and in order to discourage frivolous or improper use of the arbitration process, the fees and expenses of the arbitration shall be paid by the losing party. If there is any question as to who the losing party is, or if the case is referred back to the parties without decision, or if there are decisions against more than one of the parties of the arbitration, the arbitrator is authorized and requested to determine who shall pay the fees and may, in such case, order a sharing of such fees. In such event, the decision of the arbitrator on this issue shall be final and binding.

Section 4. The time limits for either party to appeal a grievance to the next step shall be five (5) working days. The parties shall hold Step Two and Step Three meetings within ten (10) working days of receipt of the written appeal. The parties may extend the above time limits by mutual agreement.

ARTICLE VI
Holidays, Payment of Wages, Meal Periods

A. Holidays:

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Decoration Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when plant life or property is in imminent danger.

B. Payment of Wages:

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees

appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Any employee working or paid for a total number of hours in excess of seven (7), during the twenty-four (24) hour period, shall receive the appropriate overtime rate for all hours worked or paid in excess of seven (7) hours.

E. **Holidays:**

1. In addition to the holidays defined in this Agreement, Article VI, Paragraph A, the following shall be observed:

a. The first Saturday, following the first Friday in the months of June and December, each year.

b. No work shall be performed on Labor Day or on the first Saturday following the first Friday in the months of June and December of each year, except when life or property is in imminent danger.

F. **Additional Pay for Holidays:**

1. Work performed on the above holidays and the holidays in Article VI, Paragraph A of this Agreement shall be paid for at the triple (3) rate of pay. When prior notification to the Union is provided and confirmed in writing, double (2) time shall apply for all hours worked or paid on New Year's Day, Decoration Day, Independence Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. If prior notification is not made, except under circumstances where life or property is in imminent danger, the foregoing holidays shall be at the triple (3) time rate of pay.

2. As an exception to this overtime provision, upon prior notification to the Union, employees performing work on a Dewatering Operation shall be paid at the rate of double (2) time for work performed on Sunday and holidays. On the first Saturday, following the first Friday in the months of June and December of each year, when a permit is obtained from the Union to work because life or property is in imminent danger, time worked shall be at the double (2) time rate. Any time worked on these Saturdays, without a permit, shall be at the triple (3) time rate of pay. All time worked or paid shall be subject to contributions to all Trust Funds contained in this Agreement.

L. The Contractor shall not require or permit, directly or indirectly, any employee covered by the terms of this Agreement, to furnish a pickup or other conveyance to be used for work covered by this Agreement.

M. Special Rules:

1. Employees shall receive not less than one-half (½) hour of pay, at the appropriate overtime rate, for firing up and/or starting and oiling and/or greasing or repairing of equipment or machinery when performed before or after the regular shift.

2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the employee assigned to such equipment during the regular shift shall work the overtime except in cases of emergency. When the overtime work is assigned to anyone other than the employee assigned to such equipment or work, during the regular shift, the employee assigned during the regular shift shall be compensated at the applicable overtime rate.

3. When field repair is performed on overtime, the overtime shall be distributed equitably among the employees performing this work.

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point (parking area), as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return. For off-shore work, employees will receive travel pay at straight time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

5. Jobsite Transportation:

a. 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.

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.