STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *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

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

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.

RECEIVED
Div. of Labor Statistics & Research
Chief's Office

ARTICLE I
General Provisions

A. <u>Definitions:</u>

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

anyone other than a uniformed or armed guard to perform guarding duties, he shall use an employee covered by this Agreement. The guard's duties are limited to security. The Individual Employer retains the option of whether to have the dredge guarded or to have a watchman on board.

5. This Agreement and Memorandum of Understandings (MOU) shall be binding upon each and every eligible member of the Dredging Contractors Association of California, with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Dredging Contractors Association of California, shall remain liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from the Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement, provided, however, that as to such former or suspended members, the provisions of Article X shall not apply from the time when such member resigns or is suspended from the Association. Such former or suspended member shall automatically be bound by all of the terms of the Union's Short Form Agreement and Memorandum of Understandings (MOU) for the Dredging Industry except that he may terminate the Short Form Agreement by giving the appropriate Association and the Union at least sixty (60) days written notice prior to August 1, 2001, (or August 1st of any subsequent year if the Union fails to give notice in 2001) of his intent not to be bound by any new or renewed agreement. Thereafter the termination clause of the Short Form Agreement shall apply. The Association will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

B. <u>Coverage:</u>

1. This Agreement shall cover and apply in Southern California more particularly described as the Counties of Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, Ventura and San Diego, the Southern Nevada Counties of Clark, Lincoln, Nye, Esmeralda and Baja California, Mexico, for those men cleared from Local Union No. 12.

2. This Agreement shall cover and apply to all employees except that it shall not cover or apply to

superintendents, assistant superintendents, captains, launch operators, timekeepers, messenger boys, guards, confidential employees and office help.

3. This Agreement shall cover all dredging work carried on by the Individual Employer within the territorial jurisdiction of Local Union No. 12. The term "dredging work" herein is understood to include the operation of hydraulic suction, dipper and clamshell floating equipment, field collection of hydrographic survey data for any purpose including quality control, operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite, laying supporting, connecting and disconnecting pipelines, and the maintenance and repair on the jobsite and in the Individual Employers yard and shop, including the operation of power machine tools, of all equipment the employees operate. Clamshell work removing material for bridge, piers or gas, water, oil or sewer pipelines shall take the heavy construction rates and working conditions in the area in which the work is performed. Any classification not shown herein shall take heavy construction rates and working conditions in the area in which the work is performed, including survey work.

ARTICLE II
Bargaining Representatives

A. Union's Recognition of the Collective Bargaining Representative of Employer:

1. The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the Individual Employers engaged in the dredging industry in the area covered by this Agreement, and said Individual Employers are performing the greater percentage of work herein.

2. The wage rates, working conditions, and hours of employment herein provided have been negotiated by the Union exclusively with the Collective Bargaining Representative of Employer. The Union agrees that in the event that during the life of this Agreement it should make any agreement with any other person, firm or corporation with respect to work covered by this Agreement, then, and in that event, any Individual Employer engaging in work of the same type as that covered by such Agreement shall be entitled to become a party to such Agreement. The Union

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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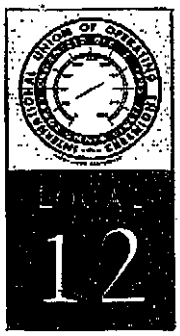
RESPONSE REQUESTED: YES_____ NO_____



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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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
August 1, 2001
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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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