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

TRAVEL AND SUBSISTENCE PROVISION

FOR

OPERATING ENGINEER,
CRANES, PILE DRIVING AND HOISTING EQUIPMENT
(OPERTING ENGINEER),
TUNNEL (OPERATING ENGINEER),
FIELD SOILS AND MATERIAL TESTER,
AND
BUILDING/CONSTRUCTION INSPECTOR

IN

SAN DIEGO COUNTY

23-63-3

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

MASTER LABOR AGREEMENT

between
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.

and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT entered into this 16th day of June, 2001, by and between signatory members of the Associated General Contractors of America, San Diego Chapter, Inc., (hereinafter referred to as the "Employers"), 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 San Diego County, 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. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union

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 case 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 during the regular shift.

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. Whenever free parking is not available on or within 350 yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his employees, and that parking area shall be considered the reporting point for those employees. 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 in route and return. For offshore 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. Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Contractor is required to furnish transportation for workmen within his jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

6. The Contractor shall provide or pay for parking facilities for employees where a sufficient quantity of available free parking is not available within three (3) blocks of the job. This shall apply to all jobs or projects when work is being performed by Operating Engineers within the entire jurisdiction of Local No. 12.

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

P. **Travel Expense and Subsistence:**

1. Effective on all work bid after June 15, 1985, the areas inside the boundaries of Camp Pendleton, Zone pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Two Dollars and Seventy-Five cents ($2.75) per hour above the regular rate and shall become the base rate for the entire shift.

2. Effective June 16, 1985, for all work performed in San Diego County other than Camp Pendleton, at the option of the Employer, either suitable board and room, or Twenty-Two Dollars ($22.00) per day subsistence allowance in lieu thereof, shall be paid employees covered by this Agreement on remote projects as described in "Exhibit A", attached hereto. Subsistence is to be paid for a minimum of five (5) days per week, or for additional days if work is scheduled. Employees shall be paid subsistence unless they are sent home because of prolonged inclement weather or other conditions causing discontinuance of job operations. Employees sent home will be given at least two (2) consecutive work days off or subsistence will be paid for five (5) days.

3. Subsistence shall apply to employees ordered to report for work and for whom no work is provided.

4. When a holiday falls on a Monday, Thanksgiving Day, and the Friday following Thanksgiving Day and the employee is not required to work on those days, the Employer shall not be required to pay subsistence.

5. "Exhibit A". A "remote project" is herein defined as portions of various townships and ranges of the San Bernardino Base and Meridian in the County of San Diego, State of California, according to official maps thereof, lying within the limits of the following described line:

Beginning at a point of the intersection of the northerly boundary of San Diego County and the easterly line of Range 3 East, thence southerly on the easterly line of Range 3 East to the Mexican Border.

6. The per day subsistence allowance shall also apply on any construction work performed by the parties hereto on any of the islands offshore from San Diego County.

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 shift, all time worked in excess of thirty-seven and one-half (37½) hours in any one 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-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: 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 Section R-9-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 (200) feet or less, such as under highways or railroad embankments.

g. If a change house is located more than one thousand, two hundred and fifty (1,250) walkable feet from a portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house.

(1) This shall not affect the well established practice of employees who are required to report before their regular starting time to fire up, grease or maintain equipment, or as directed by the Employer to report early or remain after his regular shift. These employees shall be paid at the applicable

2. a. Eight (8) consecutive hours, exclusive of meal period shall constitute a days work, between the hours of 6:00 A.M. and 4:00 P.M. Forty (40) hours, Monday through Friday, shall constitute a weeks work at straight-time.

b. Regular straight-time working hours shall be between 6:00 A.M. and 4:00 P.M. Such straight-time working hours may be changed to earlier than 6:00 A.M. from time to time whenever a legitimate reason therefor shall exist, but shall not be needlessly changed.

c. When so elected by the Contractor, multiple shifts may be worked for five (5) or more days on maintenance work exclusively between the hours of 4:00 P.M. and 6:00 A.M., and such shifts shall work seven (7) consecutive hours, exclusive of meal period for which working time employees shall receive eight (8) hours straight-time pay, Monday through Friday.

3. All maintenance work performed on Sundays shall be paid for at double (2) the straight-time rate of pay.

4. The Union agrees to give signatory asphalt plant and soil cement mix plant operators sufficient notice prior to the establishment of a picket line upon projects to which the signatory Contractor may be delivering materials to enable the asphalt plant and soil cement mix plant operators to avoid undue loss of material in transit from plants.

5. a. The Contractor shall make an effort to train the workmen for other classifications under the labor agreement or transfer to another plant the workmen being replaced.

b. When workmen are displaced and the individual Contractor is unable to place the employee on other classifications, an effort shall be made by the industry to utilize the displaced workmen.

6. <u>Subsistence - Hot Plant Supplemental Agreement</u>:

a. When a plant is being erected or moved in or to a subsistence area as outlined in Article XV, Section P, the workmen employed during the erection shall be paid subsistence as set forth in the Master Labor Agreement.

b. When the plant is put into operation, the operating crew shall receive subsistence for a period not to exceed forty-five (45) working days after the plant has been put into operation. Workmen who continue in the operation after erection shall be subject to the forty-five (45) days, including erection and operation.

c. Operating crews at permanently located plants in a subsistence area that are operated on an intermittent basis, shall receive per diem subsistence as outlined in Article XV, Section P, of the Master Labor Agreement.

d. Workmen hired through the Union or transferred from other facilities of the Contractor to a plant in a subsistence area that is operated on a non-intermittent basis, shall receive subsistence for a period not to exceed forty-five (45) working days.

e. A plant in the subsistence area shall be considered intermittent when the services of a plant crew are not required for ten (10) days or more.

f. Workmen shall receive subsistence rate as defined in Article XV, Section P, under this Article if their home address is more than forty-five (45) miles from the plant.

g. Workmen who are employed at a permanent plant as permanent employees in a non-subsistence area, shall not be eligible for subsistence. However, when employees are requested to report to another plant that is located forty-five (45) miles from their home address, they shall be entitled to subsistence as defined above.

U. **Miscellaneous Provisions:**

1. An administrative trust known as the Operating Engineers Administrative Trust may be established by the Contractors and the Union by an Agreement and Declaration of Trust.

2. <u>Overtime</u>: The first four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1½). All additional hours shall be at double (2) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1½) and all additional hours at double (2) time. Sundays