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 PROVISIONS

FOR

OPERATING ENGINEER

CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER)

TUNNEL (OPERATING ENGINEER)

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

IN

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

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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

Employer with an inventory of his tools at the time he commences work and an additional inventory every sixty (60) days.

2. Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the individual Employer as needed, such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Testing and Measuring Devices other than a hand rule, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxy-Acetylene Hoses, Gauges, Torches and Tips, twenty-four (24) inch Pipe Wrenches or Socket Wrenches and sockets requiring over three-quarter (¾) inch drive. Heavy Duty Repairmen and/or the registered Apprentices shall be entitled to adequate tool pick-up time before the end of each shift.

O. **Journeyman Trainee:**

1. It is agreed that a Journeyman Trainee may be employed by an individual Employer for a period of thirty (30) days at fifty cents (50¢) per hour below the classification at which he will be performing. In the event the Journeyman Trainee is employed less than thirty (30) days by the individual Contractor, the Journeyman Trainee shall receive the full rate of the classification of the work he performed retroactive to his first (1st) day of work.

2. It is the intent of this section to provide a method of allowing present Journeymen to expand their capabilities in the Industry. The maximum Journeyman Trainees allowed to any Contractor at any one time shall be two (2).

P. 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.

1. It is the intent of the parties that remedies fashioned under the grievance procedure (Article V) of this Agreement for violation of the provision shall include reasonable compensation for the use of the vehicle and the Labor-Management Adjustment Board or Arbitrator shall, in addition thereto, assess monetary penalties for violations of the provision designed to discourage further violations and shall, in a subsequent case, deprive the violating Contractor of the benefits of the Union's no-strike commitment, (Article III) herein and use of the grievance provisions (Article V) of this Agreement for additional violations of this paragraph.

Q. **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 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.

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.* 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. <u>Jobsite Transportation</u>:

Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for workmen within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

6. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be

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

(d) An incorporated Owner-Operator shall, for the purposes of this Agreement, be designated and recognized as a Subcontractor and, as such, shall provide the Contractor, Union and the Trust Funds with bona fide information to the effect of such incorporation.

5. Separate checks shall be issued to such Owner-Operator for: (1) employee's wages, as defined in Section H of this Article and, (2) for his equipment.

6. All hours worked or paid for under the terms of this Section S, shall be reported to, and payments made to, the Operating Engineers Trust Funds, as provided for in this Agreement.

7. The individual Employer will not devise or put into operation any scheme to defeat the terms of this section of this Agreement.

8. If a Contractor, through the grievance procedure, is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages in the amount of one (1) day's pay at the Group XIII rate for each day or portion thereof that the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund.

T. Subsistence:

1. In the subsistence area as hereafter defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of Twenty-Four Dollars ($24.00) per scheduled work day. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

(a) Effective on all work bid after *July 1, 2001*, the *areas inside the boundaries* of Vandenburg Air Force Base and Point Arguello, Zone Pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Three Dollars ($3.00) per hour above the regular rate and shall become the base rate for the entire shift.

~~*(b) It is understood subsistence is not applicable unless the home of an employee is over thirty (30) road miles from the center of the job or project located in the areas of Vandenburg Air Force Base and Point Arguello.*~~

2. An employee or workman who is required to report or perform any work in a subsistence area, for any portion of the day or shift, shall receive the established subsistence rate for the entire day or shift.

3. Exception to the above requirements may be taken and no subsistence furnished or paid in the following instances:

(a) Where the work performed on the job or project is located entirely within the free zone designated in Exhibit "A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid jobs is located within the subsistence area and within a thirty (30) mile radius of the center of the job or project, which is also located in the subsistence area.

(c) Where subsistence is applicable when the Contractor advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be applicable for these days. If such notice is not given to the employee, subsistence shall be payable for the days that work is discontinued.

4. Subsistence shall be paid at the rate of Twenty-Six Dollars ($26.00) per day in the counties of Inyo and Mono.

5. When the home of an employee, at the time a job is bid or commitment is made on non-bid jobs, is located within a fifty (50) mile radius of the center of a job or project in Inyo and Mono Counties, subsistence will not be applicable.

6. Subsistence, as provided in Section T, Paragraph 1 shall be paid on jobs on the following offshore islands:

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
(Channel Islands Monument)

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,

(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

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 overtime rate. Overtime shall be reckoned on the hour and the one-half (½) hour.

(h) Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers and/or scrubbers.

(i) Crews on power shovels and mucking machines over one-quarter (¼) yard shall consist of an Engineer-Operator and an Engineer-Oiler or Apprentice who shall be under the direct supervision of the Engineer-Operator.

(j) When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers, Heavy Duty Repairman Helpers, Apprentices and/or Firemen.

(k) Employers shall be required to furnish rubber clothing, boots, safety hat, safety shoes or special gear. The Contractor shall be required to furnish suitable shelter to protect employees from falling materials and the elements.

(l) Any employee covered by this Tunnel Agreement who does any work underground on tunnel projects including shafts or sealed air pressure bores during any one (1) shift shall receive the basic per hour rate as designated in Appendix D-1 for the entire shift above the stipulated rate of pay for the classification of work in which he may be engaged.

(m) Foreman: If a Contractor employs seven (7) or more employees covered by this Agreement excluding Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a project or on any one shift, an Operating Engineer Foreman shall be employed who shall have supervision over all Operating Engineers and shall receive One Dollar and fifty cents ($1.50) per hour over the highest rate (including premium pay) of any Operating Engineer 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.