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

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
Department of Industrial Relations
1998
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

K. When the dredge is being repaired or not operating due to weather or other conditions during the prosecution of a contract, the same wage scale shall be maintained as when the dredge is in operation.

L. 1. Except for watch rotation, no employee shall work more than eight (8) hours straight-time in any consecutive twenty-four (24) hour period.

2. An employee shall not revert to straight-time unless he had been released from work for at least six (6) hours of rest, except in cases of pre-shift work not exceeding four (4) hours.

M. An employee who has completed his regular shift and has left the project and is called back to perform overtime work, shall be paid at least four (4) hours at the applicable overtime rate.

N. Meal Period:

1. All men shall be allowed a meal period of thirty (30) minutes within the fourth (4th) or fifth (5th) hours of the shift on the Individual Employer's time, but such meal period shall not interrupt the operation of the dredge. The Individual Employer shall regulate the time of meals. Should it occur that the employees do not receive a thirty (30) minute lunch period as provided above, they shall be paid thirty (30) minutes at the applicable overtime rate, in addition to the regular shift. The man's regular meal period shall not needlessly be changed during the duration of the job. However, the lunch period may be changed by mutual agreement.

2. An employee working more than four (4) hours overtime shall, if possible, be furnished an adequate lunch at the Individual Employer's expense and if this is not possible, then the employee shall receive Seven Dollars ($7.00) in lieu thereof.

O. Watch Rotation:

When more than one (1) watch is employed, watches shall be rotated consistently every two (2) weeks from start of job. This shall not apply to the Chief Engineer on small dredges unless he stands a regular watch, should conditions arise which create a necessity for a change, watch rotation may be changed or eliminated by mutual agreement expressed in writing between the Local Union

throughout the territory covered by this Agreement and Local No. 3 Agreement, providing such employees have been on the payroll of such Individual Employer for five (5) working days next preceding the date of their transfer and provided further, that the Individual Employer shall notify the employment office servicing the area in which the transferred employees are to be employed before twelve o'clock (12:00) of the day prior to the first day such employees are to commence work in that area, provided that on dredges twelve (12) inches or larger transfer of employees between the respective jurisdictional areas of the two (2) Local Unions shall be limited to fifty percent (50%) of the total crew. Employees transferring between Local No. 3 and Local No. 12 shall obtain a written referral/introduction slip before going to work. When the new job or project commences, fifty percent (50%) of new hires will be dispatched by open order.

18. Tide Work Schedule:

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

a. 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 rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less, worked between 7:00 A.M. and 5:00 P.M., shall be paid for at the applicable straight-time rate and time rate and time in excess of eight (8) hours worked between 7:00 A.M. and 5:00 P.M., and any time worked before 7:00 A.M. or after 5:00 P.M., shall be paid for at the applicable overtime rate.

19. Size in inches of the largest inside diameter of the discharge pipe shall be the determining factor in size of dredge.

ARTICLE XIII
Travel and Subsistence

A. For the purpose of reimbursing employees for travel and subsistence incurred, it is agreed that two (2) centers shall be designated within the area covered by this Agreement. These centers shall be as follows: The City Hall of Long Beach and San Diego. The area surrounding each of these two (2) centers shall be divided into three (3) zones as follows:

1. Free Zone - An area up to and including twenty (20) road miles from the said centers shall be known as the Free Zone.

2. Subsistence Zone - Any area more than twenty (20) road miles from the said centers shall be known as the Subsistence Zone.

3. Special Zone - An area extending twenty-five (25) miles form the shoreline of Lake Mead and all of Colorado River area shall be know as the Special Zone.

4. Effective August 1, 1998, Forty Dollars ($40.00) per day shall be paid in addition to any payments that may be due under Section A.

5. Effective August 1, 1999, Fifty Dollars ($50.00) per day shall be paid in addition to any payments that may be due under Section A.

B. When the Individual Employer transfers or the employee is required to walk the pipeline from dock-to-dredge and/or from shore-to-dredge or from dredge-to-dock or from dredge-to-shore when the employees are going to work or returning therefrom, should the boat time taken in transfer, or walking at the rate of three (3) miles per hour in either direction exceed ten (10) minutes, they shall receive Eleven Dollars ($11.00) for each fifteen (15) minutes or fraction thereof that the transfer exceeds ten (10) minutes.

Effective August 1, 1999, Twelve Dollars ($12.00) will be paid for each fifteen (15) minutes or fraction thereof that the transfer exceeds ten (10) minutes.

1. An employee hired to join a dredge in another port who advances his fare or his return fare upon completion of his employment shall be reimbursed by the Individual Employer on the next succeeding payday.

2. Traveling time shall be paid at straight-time rates, not to exceed eight (8) hours in twenty-four (24) hours. Travel allowance shall be paid for at the rate of not less than thirty cents (30¢) per road mile.

3. An employee shall be reimbursed by the Individual Employer on his next regular payday for posted bridge and ferry

tolls incurred for cars going to and from work upon the presentation of valid receipt.

4. If an employee is sent by the Individual Employer to work in a free zone from an area outside such free zone, such employee shall be paid, effective August 1, 1998, Forty Dollars ($40.00) per day in such zone during the first thirty (30) calendar days after commencing such employment. Effective August 1, 1999, Fifty Dollars ($50.00) per day in such zone during the first thirty (30) calendar days after commencing such employment. In the case of employees who are "transferred" or "terminated" or "quit" and rehired by letter in accordance with the Hiring Regulations, within thirty (30) days by the Individual Employer at another job or project shall receive effective August 1, 1998, Forty Dollars ($40.00) in such zone during the first thirty (30) calendar days after commencing such employment. Effective August 1, 1999, Fifty Dollars ($50.00) per day in such zone during the first thirty (30) calendar days after commencing such employment.

5. When crew is boarded by the Individual Employer, a sum not to exceed Sixteen Dollars ($16.00) per day shall be charged for board and lodging, except when notice of absence is given. No deduction of less than a day.

6. The travel and subsistence payments provided in Paragraph 7 hereof shall not be made in the following cases:

a. To men employed at the Individual Employer's regular yard.

b. If full board and lodging is made available by the Individual Employer at the job.

7. Payment for travel and subsistence shall be made for each day as follows:

a. For jobs within the Free Zone, as defined under Section A, Paragraph 1 hereof, only those payments applicable under Section B, Paragraph 1, 2, and 3 hereof shall be made.

b. For jobs in the Subsistence Zone, as defined under Section A, Paragraph 2 hereof, subject to the provisions of Section B, Paragraph 5 hereof, effective August 1, 1998, Forty Dollars ($40.00) per day shall be paid in addition to any payments

that may be due under Section B, Paragraphs 1 and 2 hereof. Effective August 1, 1999, Fifty Dollars ($50.00) per day shall be paid in addition to any payments that may be due under Section B, Paragraphs 1 and 2 hereof.

c. For jobs in the Special Zone as defined under Section A, Paragraph 3 hereof, subject to the provisions of Section B, Paragraph 5 hereof, effective August 1, 1998, Forty Dollars ($40.00) per day shall be paid in addition to any payment that may be due under Section B, Paragraph 1 and 2 hereof. Effective August 1, 1999, Fifty Dollars ($50.00) per day shall be paid in addition to any payments that may be due under Section B, Paragraphs 1 and 2 hereof.

d. In the Subsistence Zone and Special Zone if the employee works six (6) days or forty-eight (48) hours per week, subsistence shall be paid for seven (7) days.

ARTICLE XIV
Health and Welfare Plan

A. A health and welfare fund known as the Operating Engineers Health and Welfare Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated November 23, 1954, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and, further to make payments to the Fund in the amount designated in Appendix "A" of this Agreement for all straight-time or overtime hours worked by or paid each employee under this Agreement. The participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewal or extension thereof, or for the period workmen are employed under the terms of this Agreement.

B. In the event the Trustees determine that they are unable to maintain the then existing level of benefits of the Plan without reducing the reserve funds of the Trust below the minimum required six (6) months premium, they shall promptly advise the parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties their estimate of the rate of contributions which will be sufficient to maintain the then existing level of benefits of the plan.

c. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. In the event these stipulations are not met, he shall receive waiting time as noted above.

d. If an Employer pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Employer has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Employer shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

e. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

f. The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for workmen's compensation benefits.

g. When an employee is injured while at work to the extend of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

h. The employer shall designate a parking area. Where it is necessary to use public parking facilities, the Employer shall reimburse the employee for the cost of such parking on a weekly basis.

i. Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service and the I-9 Form required by the Immigration Naturalization Service and safety related forms required by the Employer or applicable Federal, State or Local statutes, regulation or ordinances.

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

RECEIVED
Department of Industrial Relations
AUG 02 2001
Div. of Labor Statistics & Research
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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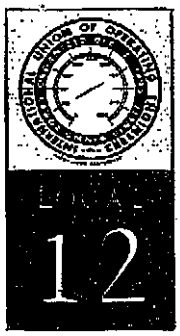
Department of Industrial Relations
AUG 02 2001
Div. of Labor Statistics & Research
Chief's Office

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

RECEIVED
Department of Industrial Relations
AUG 02 2001
Div. of Labor Statistics & Research
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
Page 2

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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AUG 02 2001
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Chief's Office

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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