STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
P.O. Box 420603
San Francisco CA 94142-0603

HOLIDAY PROVISIONS

FOR

OPERATING ENGINEER

CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER)

TUNNEL (OPERATING ENGINEER)

BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND MATERIAL TESTER, and NON-DESTRUCTIVE TESTING

IN

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

Southern California Contractors Association, Inc.

6055 E. Washington Blvd., Suite 200
(323) 726-3511
Website: www.sccawebb.org

Los Angeles, California 90040
FAX: (323) 726-2366
infoplease@sccaweb.com

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DONNA SEANEZ
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GREG DENSEN 2002
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*DECEASED
STAFF
JIM BURTON
EXECUTIVE VICE PRESIDENT
A.H. 'AL' ATWOOD
EXEC. VICE PRES. EMERITUS

Mobile Crane Operators Group, Inc.

August 2, 2004

Mr. Fred C. Young
Financial Secretary
IUOE Local No. 12
150 East Corson
Pasadena, CA 91109

Re: 2004-2007 Master Labor Agreement

Dear Mr. Young and Whom it May Concern:

I have reviewed the documents submitted to the SCCA dated July 28, 2004, and also submitted to the Director of Industrial Relations of the State of California.

The information submitted is the true and correct agreement reached between the parties.

Very truly yours,

Jere E. Meacham

WM. C. WAGGONER
Business Manager
and
General Vice-President

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 12

July 28, 2004

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Jere Meacham, Director Labor Relations
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.
6055 East Washington Blvd., Suite 200
Los Angeles, CA 90040

RE: SOUTHERN CALIFORNIA MASTER LABOR AGREEMENT/2004-2007

Dear Mr. Meacham:

As a result of the recently concluded negotiations, the following wage rates, fringe benefits and the attached classifications were agreed to and are noted below for your information.

Increase effective dates . . .	7-01-04	8-01-04	7-01-05	7-01-06
	*$0.65	*$1.35	*$1.90	*$1.90

The negotiated increase of Two Dollars ($2.00) will be distributed as follows:

Effective July 1, 2004, the Hourly Wage Rates will be increased a total of sixty-five cents (65¢), as noted below.

Effective August 1, 2004, the Health and Welfare Fund will be increased One Dollar and thirty-five cents ($1.35), making a total of Seven Dollars and forty cents ($7.40) for all hours worked or paid.

Per Article XVI, Section T, of the Southern California Master Labor Agreement, ***Effective July 1, 2004,*** the areas inside the boundaries of ***China Lake Naval Reserve,*** Vandenburg Air Force Base and Point Arguello, Zone Pay as hereinafter defined shall apply for which the hourly rate of pay will be ***Three Dollars and seventy-five cents ($3.75)*** per hour above the regular rate and shall become the base rate for the entire shift.

Effective July 1, 2004, the subsistence rate will be Thirty Dollars ($30.00) per day.

Effective July 1, 2004, the subsistence rate will be Thirty Two Dollars ($32.00) per day in the counties of Inyo and Mono.

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

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

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 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.

2. When employees are called out to work broken time or tide work on Saturday, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

F. **Emergencies:**

1. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight-time. All other terms and conditions of this Agreement shall apply.

G. **Holidays:**

The following days shall be recognized as holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

and the first Saturday, following the first Friday in the months of June and December each year. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. ~~*All work performed on Labor Day or on the first (1st) Saturday following the first Friday in the months of June and December shall be paid for at the triple (3) time rate of pay, except when the Union is given prior notification and confirmed in writing that life or property is in imminent danger.*~~ All ~~other~~ holidays are to be paid at the double (2) time rate of pay. All time worked or paid shall be subject to contributions to all trust funds contained in this agreement.