STATE OF CALIFORNIA
Arnold Schwarzenegger, *GOVERNOR*

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TRAVEL & SUBSISTENCE PROVISIONS

FOR

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA CONSTA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of May, 2005, by and between OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union") and COUNCIL OF ENGINEER AND LABORATORY EMPLOYERS, INC. ("Employer") for and on behalf of its members hereinafter identified,

WITNESSETH

01.00.00 GENERAL PROVISIONS DEFINITIONS

01.01.00 *Employer.* The term "Employer" as used herein shall refer to the Council of Engineer and Laboratory Employers, Inc.

01.02.00 *Individual Employer.* The term "Individual Employer" as used herein shall refer to any person or entity who is now, or during the term of this Agreement may become, a member of the Employer. The present Individual Employers are set forth in Appendix."A" attached hereto.

01.03.00 *Notice of Members.* The Employer shall notify the Union once every three (3) months following the effective date of this Agreement of any changes in membership in Employer since the last such notification.

01.04.00 *Union.* The term "Union" as used herein shall refer to the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO.

01.05.00 *Employee.* The term "Employee" as used herein shall mean all technical Employees employed by the Individual Employer, including Drill Rig Operators and Tracers who are classified as Trainee, Technician, Engineering Technician and Senior Engineering Technician, excluding all other employees, draftsmen, office clerical employees, professional employees, guards and supervisors as defined by the Labor Management Relations Act of 1947, as amended. The intent of this paragraph is to include in the coverage of this Agreement Employees as certified in NLRB Case No. 20-RC-9077. Nothing in this Agreement shall apply to individuals performing work such as washing vehicles, cleaning laboratories, picking up cylinders and/or equipment at jobsites, or functioning as flagmen.

01.06.00 *Coverage.* This Agreement shall apply to all work performed in Northern California and Northern Nevada, which shall include the forty-six (46) California counties north of the northerly boundaries of Kern and San Luis Obispo Counties and the westerly boundaries of Inyo and Mono Counties to the southerly boundary of the State of Oregon, and which shall also include that portion of Nevada above the northerly boundaries of Esmeralda, Nye and Lincoln Counties, and the States of Utah and Hawaii, and Mid-Pacific Islands; provided, however, that the Employer reserves the right to negotiate wages and fringe benefits which vary from those set forth herein with regard to any Individual Employer in a geographical area where local conditions warrant such negotiations. This proviso shall not apply to the California Counties of San Francisco, Marin, Napa, Solano, Contra Costa, Alameda, Santa Clara, Sonoma, and San Mateo.

01.07.00 *Performance of Work.* Registered Engineers, Registered Geologists, Certified Engineers in Training, and Supervisors of Employees of firms party to this Agreement may perform, only occasionally, any work covered by this Agreement so long as the performance of such work does not cause the layoff or prevent the recall of an Employee covered by this Agreement.

02.00.00 RECOGNITION UNION SHOP HIRING PROVISIONS

02.01.00 *Union Recognition.* The Employer and the Individual Employers covered hereby recognize the Union as the sole collective bargaining agent of all covered Employees.

02.02.00 *Employer Recognition.* The Union hereby recognizes and acknowledges that the Employer includes in its membership a majority of the Individual Employers in the area in which they generally operate. By reason of such fact, the Union hereby recognizes the Employer as the collective bargaining representative in the territory subject to this Agreement for all persons, firms or corporations who are now or hereafter may become members of any employer organization that is now or hereafter may be listed in Appendix "A" appended hereto, and of any

considered a paid holiday.°°When a holiday falls on Saturday the Friday before shall be considered the holiday.

*These holidays shall be new Monday holidays, each creating a three (3) day weekend and shall be granted Employees as provided by Federal Law.

NOTE: It is also agreed that if the Operating Engineers Local Union No. 3 and the Associated General Contractors of California, Inc., contractually recognize Martin Luther King's Birthday as a holiday during the term of this Agreement, that holiday will also be included in Section 04.07.01 of the CELE Collective Bargaining Agreement, effective as of the same time.

04.07.02 To be eligible for pay for holidays not worked, an Employee must have been initially employed by an Individual Employer for thirty (30) calendar days immediately prior to said holiday except as provided in Section 02.11.02.

04.07.03 To be eligible for pay for holidays not worked, an Employee must also meet the following qualifications and conditions.

(1) The Employee must have worked during the payroll period in which the holiday falls.

(2) Unless excused by the Individual Employer, the Employee must have worked his/her scheduled working day immediately preceding the holiday and his/her scheduled working day immediately following the holiday. An Employee will be deemed excused by the Individual Employer for this purpose if he/she is off work owing to illness or injury for a period not to exceed thirty (30) days substantiated by a doctor's certificate showing the Employee was unable to work.

04.07.04 If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall receive an additional day's pay or an additional day off with pay at the Employee's discretion.

04.07.05 For work performed on the above paid holidays, and if the Employee is entitled to holiday pay, in addition to his/her holiday pay, the Employee shall receive pay at two (2) times his/her regular rate of pay. For work performed on the above paid holidays for which the Employee is not entitled to holiday pay, the Employee shall receive two and one-half (2-1/2) times his/her regular rate of pay.

04.08.00 *No Pyramiding*. When two or more types of overtime or premium pay (daily, weekly, Saturday, Sunday or holiday) are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no case will overtime or premium pay be duplicated or pyramided.

05.00.00 ***TRAVEL, SUBSISTENCE***

05.01.00 *Where to Report*. The Employee shall report at his/her Individual Employer's regularly established office or at the jobsite as directed by the Individual Employer.

05.01.01 *Individual Employer's Regularly Established Office*. For the purpose of Section 05.01.00, the Individual Employer's regularly established office shall mean the place to which the Employee has been last dispatched.

05.02.00 *Reporting at Individual Employer's Regularly Established Office*. If an Employee is directed to report for work at the Individual Employer's regularly established office, time spent traveling each way between the Employee's then living quarters and the Individual Employer's regularly established office shall not be considered working time. However, time spent traveling each way between the Individual Employer's regularly established office and the jobsite shall be paid as time worked. The application of this provision in any one working day precludes the application of Section 05.03.00 during that same day.

05.03.00 An Employee may be required to report for work at the Individual Employer's regularly established office or at any jobsite at the time work is scheduled to commence; in no case will an Employee be required to travel more than his or her normal home-to-office and office-to-home distance without compensation per existing Agreement. The application of this provision in any one working day precludes the application of Section 05.02.00 during that same day.

05.04.00 *Work at Distant Locations*. When an Employee is working at a location so distant from the Individual Employer's regularly established office as to preclude the Employee from returning to his or her regular place of residence at the end of the working day, the Individual Employer shall furnish at its expense transportation to and

from said location and subsistence during the time the Employee remains there. The Individual Employer shall determine whether the Employee is required not to return to his or her regular place of residence at the end of the working day. However, if an Employee of his or her own volition leaves said distant location for weekends or holidays to return to his or her regular place of residence, he or she shall during such period be entitled to either subsistence or transportation to and from his or her residence, at the Individual Employer's discretion.

05.05.00 Travel time outside the regular workday in excess of allowable time on Employee's time shall be compensated at the applicable straight-time rates. Such travel time outside the regular workday shall not be the basis for computing overtime and fringe benefits.

05.06.00 *Subsistence.* The Individual Employer shall pay subsistence under Section 05.04.00 hereof, at the rate of sixty-five dollars ($65.00) per day effective March 1, 2005, on a seven (7) day-per-week basis. The Individual Employer will provide advance subsistence payments to Employees covering the number of days they will be eligible for same, up to a maximum of one (1) workweek, unless otherwise mutually agreed between the Individual Employer and the Employee.°°In the event an Employee's actual receipted cost for reasonable and customary expenses exceed the above amounts per day, the Individual Employer shall pay such additional expenses. Provided, however, that the Individual Employer shall have the option of providing suitable room and board without cost to the Employee.

05.07.00 *Use of Vehicle.* When the Individual Employer requires an Employee to use his/her vehicle in connection with the Individual Employer's business, he or she shall reimburse such Employee at the rate of forty and one-half cents ($0.405) per mile. Effective March 1, 2006 and March 1, 2007 adjusted IRS rates shall apply. In addition, the Individual Employer shall also pay bridge, ferry and toll road fares involved. This Section shall not apply to any transportation between the Employee's then living quarters and his/her Individual Employer's regularly established office and return. However, if the Employee is directed to report for work directly to the jobsite and to use his/her vehicle for such transportation, mileage shall be paid under this Section each way, less the round trip distance between the Employee's home and the Individual Employer's regularly establishedoffice. In addition to the above, and notwithstanding anything to the contrary in this Section, an Employee who transports any kind of sample in his/her vehicle during any workday shall receive a guaranteed minimum of six dollars ($6.00) on any such day, or the mileage payment at the above rates, whichever is greater.

06.00.00 ***STUDENTS***

06.01.00 *Students.* Students (as defined in Section 02.04.00) may work on a regular predetermined work schedule during their summer vacation period, not to exceed ninety (90) days per year between May 15th and September 15th.°°Students may perform any work covered by this Agreement so long as they do not cause the layoff of an Employee who is on an Individual Employer's payroll. Students shall not be entitled to any fringe benefits provided in this Agreement.

07.00.00 ***VACATIONS AND VACATION PAY***

07.01.00 *Vacation Period.* The Individual Employer shall select the vacation period for his or her Company. Within such period Employees shall have preference by seniority within department (i.e., length of employment) in choosing the time for their vacation.

07.02.00 *Amount of Vacation and Vacation Pay.* Each Employee covered by this Agreement shall receive a vacation of two (2) weeks with full pay provided the Employee has been in such service one (1) year or more, and a vacation of three (3) weeks with full pay provided the Employee has been in such service five (5) years or more. The Individual Employer shall have the option in case of more than two (2) weeks' vacation of requiring the Employee to take two (2) weeks of his/her vacation at one time and the remainder at another time.

07.03.00 *Prorated Vacation Pay.* An Employee who quits or is terminated by an Individual Employer shall be paid a pro rata vacation allowance. His/her pro rata vacation allowance shall be a percentage of his/her straight-time hourly pay since his/her most recent qualifying date for vacation according to the following schedule:

Terminated during first (1st) year's service
(After thirty [30] days' employment).....Two percent (2%)