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

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, 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

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Department of Industrial Relations
AUG 0 3 2006
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Chief's Office

MASTER DREDGING AGREEMENT
CLAMSHELL AND DIPPER DREDGE
AND
HYDRAULIC SUCTION DREDGE
AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2006, by and between DREDGING CONTRACTORS ASSOCIATION ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 GENERAL PROVISIONS

01.01.00 *Definitions*

01.01.01 The term "Employer" as used herein shall mean the Dredging Contractors Association.

01.01.02 The term "Individual Employer" in this Agreement shall mean only those persons or entities who have authorized the Dredging Contractors Association (Employer) to represent them with respect to collective bargaining with the Union. The Employer has provided the Union with a list of the Individual Employers at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers it represents.

01.01.03 The term "Union" as used herein shall mean the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO.

01.01.04 The term "Employee" as used herein shall mean any person, without regard to race, religion, color, handicap, age, sex, national origin, handicap or disability (as provided for in the Americans with Disabilities Act of 1990); and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

(a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or

(b) who operates, monitors and controls, maintains, repairs, assembles, erects, services each or all of them, power-operated equipment, including dredge tenders, of the type or kind of equipment used in the performance of work referred to in (a) above, regardless of whether such equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and

(c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above and who qualifies to register in a Job Placement Center; provided that the foregoing shall exclude superintendents, assistant superintendents, general foremen, time-keepers, messenger persons, guards, confidential employees, office help and persons specifically excluded elsewhere in this Agreement. The excluded shall not perform any of the above work.

01.01.05 When any Individual Employer uses anyone other than a guard to perform guarding duties, it shall use an Employee covered by this Agreement. The guard's duties are limited to security. The Individual Employer retains the option whether to have the dredge guarded or to have a watchman on board.

01.02.00 *Unit Work.* This Agreement shall cover and apply to all the Individual Employer's on-site activities in the area covered by this Agreement falling in the Union's recognized jurisdiction as more particularly described in Section 01.02.01 and 01.02.02 below.

01.02.01 This Agreement shall cover all hydraulic and suction dredging work carried on by the Individual Employer within the Union's territorial jurisdiction. The term "hydraulic and suction dredging work" herein is understood to include the operation of hydraulic suction operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite and the maintenance and repair on the jobsite and in the Individual Employer's yard and shop, including the operation of all power machine tools, of all the equipment the Employees

03.03.00 Any Employee performing work under this Agreement shall be on the Individual Employer's payroll unless otherwise agreed to by the Union and the Individual Employer.

04.00.00 ***WORKING RULES***

04.01.00 The full crew employed in the operation of a dredge or dredges on a project shall all commence work at the same designated starting time of the shift. When more than one shift is worked, shifts shall run consecutively unless mutually agreed upon otherwise at the pre-job conference.

04.02.00 When a shore crew is required on any shift, there shall be at least two (2) Employees on the shift at a jobsite. Additionally, no Employee shall be required to work alone during the hours of darkness.

04.03.00 Travel time to and from the dredge shall be paid at the applicable wage rates, including fringe benefits, in fifteen (15) minute increments. This provision shall not be construed to mean that starting time and/or quitting time is at the dock, shore or pier. Travel time to and from the dredge may be determined at Pre Job Conference.

05.00.00 ***WAGES***

05.01.00 *Employees Covered.* On all work covered by this Agreement, when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 03.00.00 and the Job Placement Regulations of the Master Agreement with the Associated General Contractors of California, Inc., and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00 of the Master Agreement for Northern California. The definitions of Area 1 and Area 2 are the same as those set forth in the Master Agreement.

Hydraulic Suction Dredge, Clamshell and Dipper Dredge

CLASSIFICATIONS

Straight-Time Hourly Wage Rate—Effective Dates

Group I (3 classifications)

	7/1/06	7/1/07*	7/1/08*
Area 1	$36.24	$2.25	$2.25
Area 2	$38.24	$2.25	$2.25

2095 1. Day Mate (Captain)
4011 2. Leverman/Operator
1272 3. Chief Engineer

Group IA (1 classification)

	7/1/06	7/1/07*	7/1/08*
Area 1	$32.50	$2.25	$2.25
Area 2	$34.50	$2.25	$2.25

3971 1. Levee Foreman

Group II (2 classifications)

	7/1/06	7/1/07*	7/1/08*
Area 1	$31.28	$2.25	$2.25
Area 2	$33.28	$2.25	$2.25

2371 1. Dredge Dozer
3421 2. HDR/Welder

05.02.00 When crew is boarded by the Individual Employer, a sum not to exceed ten dollars ($10.00) per day shall be charged for board and lodging, except when notice of absence is given. No deduction of less than a day. There shall be no charge unless the cook is present.

05.02.01 Employees covered by this Agreement who work in classifications not listed above shall receive the wage rate for the appropriate classification in the current Master Construction Agreement, in Areas 1 and 2 as applicable, and the working conditions of this Agreement.

06.00.00 HIGHER WAGES

06.01.00 Where a higher rate of wages is being paid than herein stipulated nothing in this Agreement shall be construed as lowering such wages.

07.00.00 CHANGE QUARTERS

07.01.00 It is understood that all Employees covered by this Agreement shall be provided with proper quarters within a reasonable distance of their work place where they may change their clothing when going to and returning from work. Said quarters shall be suitably lighted, shall be maintained at a proper temperature and in a sanitary condition with toilet facilities provided. This shall also apply to barges presently being constructed and those to be constructed in the future.

08.00.00 GEAR TO BE FURNISHED

08.01.00 Rubber boots, rain clothing, life jackets, hard hats, eye, hearing and hand protection shall be furnished by the Individual Employer when required for the performance of work, not later than the start of an Employee's second shift of employment. The Individual Employer shall retain as a deposit from the Employee's compensation the cost of said gear, which deposit will be refunded to the Employee when said equipment is returned at the completion of the work.

08.02.00 ***Safety Toe Boot Allowance.*** Employer shall pay an additional eight cents ($.08) per hour for each hour worked or paid to the Vacation and Holiday Fund for the term of this agreement. This amount shall be a reimbursement for the cost of safety toe boots as required by any awarding agency. This amount shall be in addition to any monies allocated to the Vacation and Holiday Fund. See Section 12.06.00 and 12.06.01.

08.03.00 The Individual Employer agrees to replace Employee-furnished welder leathers, hoods and goggles which become unserviceable due to use (excluding normal wear and tear) or are accidentally destroyed on the job. Lenses for hoods and goggles will be furnished by the Individual Employer.

08.04.00 The Individual Employer shall furnish all required tools including flashlights and batteries.

09.00.00 MINIMUM NUMBER OF EMPLOYEES ON DREDGES

09.01.00 The Individual Employer shall determine the number of Employees necessary for any job and the size of all crews. All manning shall be consistent with safety and operational necessity except as provided hereunder. All work will be manned with a sufficient number of Employees to meet minimum safety requirements. However, hydraulic suction dredges twelve (12) inches and under shall be manned with two (2) Employees. When utilizing dump scows 1,000 yards or greater, the minimum crew shall be four (4) Employees.

10.00.00 BARGES

10.01.00 When any assistance is necessary in dumping barges, it shall be done by an Employee.

10.02.00 If any work is performed on the barges, it shall be by Employees covered under this Agreement.

15.01.04 The parties recognize and agree:

(a) that the references to fringe benefits in Sections 7071.5 and 7071.11 of the California Business and Professions Code include payments for fringe benefits and vacation and holiday pay as described in this Agreement and Trust Agreements creating each Trust;

(b) that the payments are for the benefit of the Employees of each Individual Employer covered by this Agreement, and that the failure of an Individual Employer to make the payments, in the manner and at the time prescribed, causes damage to all Employees, including the Employees of the Individual Employer in default, in the amount of the unpaid fringe benefits and vacation and holiday pay as well as the liquidated damages established herein, interest, and any attorneys' and accountants' fees which the Union, the Trusts, or the Plan, or any of them, may incur with respect to the default;

(c) that the Union, the Trusts or the Plan, or any of them, may bring a claim or legal action against the Individual Employer's license bond on behalf of an Employee or Employees covered by this Agreement.

16.00.00 NO RESTRICTIONS ON PRODUCTION

16.01.00 Subject to all laws, rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

16.02.00 There shall be no limitation or restriction of the use of machinery, tools or other labor-saving devices except as provided for in this Agreement.

17.00.00 SAFETY — JOBS AND EQUIPMENT

17.01.00 Addiction Recovery and Substance Abuse Policy. The Union, the Employer and Individual Employers have established a joint program which shall enable all parties to address drug and/ or alcohol abuse problems from both a safety and productivity enhancement point of view as well as recognizing the individual rights and well being of each Employee. The policy and program is set forth in Exhibit "A" attached hereto and made a part hereof. The implementation of this policy is not mandatory by any Individual Employer, but once implemented, the program shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

17.02.00 Life jackets, hard hats, eye, hearing and hand protection shall be worn by all Employees covered by this Agreement as required by law or by the Individual Employer.

17.03.00 When the dredge is manned or operating, provision must be made by the Individual Employer for prompt medical attention in case of serious injuries and help for a man overboard. This may be accomplished either by on-the-site facilities, proper equipment for immediate transportation of the injured person to a physician, telephone communication system for contacting a doctor, or a combination of these which will avoid unnecessary delay of treatment.

17.03.01 Union Notification. In the event there is a serious injury to an Employee, the Union Representative or the Job Placement Center servicing the project shall be notified. The Union Representative servicing the project shall furnish the Individual Employer with his/her home telephone number.

17.04.00 No Employee shall be required to work alone on a hazardous assignment during the hours of darkness.

18.00.00 MASTER AGREEMENT FOR NORTHERN CALIFORNIA

18.01.00 All terms and conditions of the Master Agreement for Northern California between Associated General Contractors of California, Inc. and the Union and any amendments thereto and modifications thereof which are not specifically modified or superseded herein are incorporated herein by reference and made a part of this Agreement.

19.00.00 GENERAL SAVINGS CLAUSE

19.01.00 It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that if any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect,