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 PROVISION

FOR

OPERATING ENGINEER,
CRANES, PILE DRIVING AND HOISTING EQUIPMENT
(OPERTING ENGINEER),
TUNNEL (OPERATING ENGINEER),
FIELD SOILS AND MATERIAL TESTER,
AND
BUILDING/CONSTRUCTION INSPECTOR

IN

SAN DIEGO COUNTY

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

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 12

July 27, 2004

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

James Ryan, Executive Vice President
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.
6212 Ferris Square
San Diego, CA 92121

RE: SAN DIEGO MASTER LABOR AGREEMENT/2004-2007

Dear Mr. Ryan:

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	7-01-05	7-01-06
	*$2.00	*$1.90	*$1.90

Effective July 1, 2004, the negotiated increase of Two Dollars ($2.00) will be distributed as follows:

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.

The Hourly Wage Rates will be increased a total of sixty-five cents (65¢), as noted below.

Per Article XV, Section P-1, of the San Diego Master Labor Agreement, ***Effective July 1, 2004,*** the areas inside the boundaries of Camp Pendleton, Zone Pay 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 Foreman Pay will be increased from One Dollar and fifty cents ($1.50) to Two Dollars ($2.00).

23-63-3

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

MASTER LABOR AGREEMENT

between
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.

and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT entered into this 16th day of June, 2001, by and between signatory members of the Associated General Contractors of America, San Diego Chapter, Inc., (hereinafter referred to as the "Employers"), 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 San Diego County, 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. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union

An employee assigned to a four-ten shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work shall receive pay for two (2) hours. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and Holidays or the employee's scheduled day(s) off.

If work is provided they shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours pay. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays & Holidays or the employee's scheduled day(s) off.

8. Employees required to suit up and work in a hazardous material environment, shall receive *Two Dollars ($2.00)* per hour in addition to their regular rate of pay; and that rate shall become the basic hourly rate of pay. Employees performing this work, shall not be required to work alone. All OSHA and CAL OSHA Safety Standards shall apply.

D. **Holidays:**

The following days shall be recognized as holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day (November 11), Thanksgiving Day, Day after Thanksgiving, Christmas Day, and the first (1st) Saturday following the first (1st) 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.

E. **Reporting Time and Minimum Pay:**

1. Any employee reporting for work and for whom no work is provided shall receive two (2) hours pay for so reporting.

2. The employee will furnish the Employer with his current address and phone number. Any employee reporting for work