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DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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TRAVEL AND SUBSISTENCE PROVISION

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

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.

ARTICLE XXVI
Term and Termination

This Agreement shall become effective on August 1, 1998, and shall continue in force and effect until August 1, 2001, and from year-to-year thereafter unless either of the parties shall notify the other in writing, giving at least sixty (60) days notice prior to August 1, 2001, or to August 1st of any year for which it may have been automatically renewed, that it desires to terminate or modify this Agreement.

The parties hereby agree to abide by all Articles of this Agreement.