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TRAVEL AND SUBSISTENCE PROVISION

FOR

OOPERATING ENGINEER,

CRANES, PILE DRIVING AND HOISTING EQUIPMENT (OPERATING ENGINEER),

TUNNEL (OPERATING ENGINEER),

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

IN

SAN DIEGO COUNTY

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 1st day of July, 2013, 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").

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. Whenever free parking is not available on or within 350 yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his employees, and that parking area shall be considered the reporting point for those employees. The Contractor shall be responsible for payment of wages from the reporting point (parking area), to the jobsite and from job-to-job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time in route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

6. The Contractor shall provide or pay for parking facilities for employees where a sufficient quantity of available free parking is not available within three (3) blocks of the job. This shall apply to all jobs or projects when work is being performed by Operating Engineers within the entire jurisdiction of Local No. 12.

P. Travel Expense and Subsistence:

1. Effective on all work bid after July 1, 2004, the areas inside the boundaries of Camp Pendleton, Zone pay as hereinafter defined in "Exhibit A" 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.

a. Zone pay is hereafter established effective July 1, 2007, and defined as Exhibit "B" subject to the exceptions noted above, zone pay shall be paid at the rate of One Dollar ($1.00) per hour above the regular rate of pay and shall become the base rate for the entire shift. This zone pay area is located in the eastern portion of "Exhibit B" delineated by the color blue.

2. Effective July 1, 2004, for all work performed in San Diego County other than Camp Pendleton, at the option of the Employer, either suitable board and room, or Thirty Dollars ($30.00) per day subsistence allowance in lieu thereof, shall be paid employees covered by this Agreement on remote projects as described in "Exhibit A", attached hereto. Subsistence is to be paid for a minimum of five (5) days per week, or for additional days if work is scheduled. Employees shall be paid subsistence unless they are sent home because of prolonged inclement weather or other conditions causing discontinuance of job operations. Employees sent home will be given at least two (2) consecutive work days off or subsistence will be paid for five (5) days.

3. Subsistence shall apply to employees ordered to report for work and for whom no work is provided.

4. When a holiday falls on a Monday, Thanksgiving Day, and the Friday following Thanksgiving Day and the employee is not required to work on those days, the Employer shall not be required to pay subsistence.

5. "Exhibit A". A "remote project" is herein defined as portions of various townships and ranges of the San Bernardino Base and Meridian in the County of San Diego, State of California, according to official maps thereof, lying within the limits of the following described line:

Beginning at a point of the intersection of the northerly boundary of San Diego County and the easterly line of Range 3 East, thence southerly on the easterly line of Range 3 East to the Mexican Border.

6. The per day subsistence allowance shall also apply on any construction work performed by the parties hereto on any of the islands offshore from San Diego County.

e. Compensation for Travel Within Tunnel: The Contractor shall pay employees covered by this Agreement working within the tunnel, adits, or shafts on a portal to portal basis as follows: The hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift and shall end at such portal except as provided in Section R-9-g.

f. The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to Five Hundred Dollars ($500.00) in the event of the destruction of the change house by such fire, provided a claim form is filed as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred (200) feet or less, such as under highways or railroad embankments.

g. If a change house is located more than one thousand, two hundred and fifty (1,250) walkable feet from a portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house.

6. Subsistence - Hot Plant Supplemental Agreement:

a. When a plant is being erected or moved in or to a subsistence area as outlined in Article XV, Section P, the workmen employed during the erection shall be paid subsistence as set forth in the Master Labor Agreement.

b. When the plant is put into operation, the operating crew shall receive subsistence for a period not to exceed forty-five (45) working days after the plant has been put into operation. Workmen who continue in the operation after erection shall be subject to the forty-five (45) days, including erection and operation.

c. Operating crews at permanently located plants in a subsistence area that are operated on an intermittent basis, shall receive per diem subsistence as outlined in Article XV, Section P, of the Master Labor Agreement.

d. Workmen hired through the Union or transferred from other facilities of the Contractor to a plant in a subsistence area that is operated on a non-intermittent basis, shall receive subsistence for a period not to exceed forty-five (45) working days.

e. A plant in the subsistence area shall be considered intermittent when the services of a plant crew are not required for ten (10) days or more.

f. Workmen shall receive subsistence rate as defined in Article XV, Section P, under this Article if their home address is more than forty-five (45) miles from the plant.

g. Workmen who are employed at a permanent plant as permanent employees in a non-subsistence area, shall not be eligible for subsistence. However, when employees are requested to report to another plant that is located forty-five (45) miles from their home address, they shall be entitled to subsistence as defined above.