

DEPARTMENT OF INDUSTRIAL RELATIONS  
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## TRAVEL AND SUBSISTENCE PROVISION

FOR

OPERATING ENGINEER (HEAVY & HIGHWAY WORK),  
OPERATING ENGINEER (BUILDING CONSTRUCTION),  
STEEL ERECTOR & FABRICATOR  
(OPERATING ENGINEER - BUILDING CONSTRUCTION),  
STEEL ERECTOR AND FABRICATOR  
(OPERATING ENGINEER - HEAVY & HIGHWAY WORK),  
PILE DRIVER  
(OPERATING ENGINEER - HEAVY & HIGHWAY WORK),  
PILE DRIVER  
(OPERATING ENGINEER - BUILDING CONSTRUCTION),  
TUNNEL / UNDERGROUND  
(OPERATING ENGINEER - HEAVY & HIGHWAY WORK)

IN

ALAMEDA<sup>1</sup>, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,  
CONTRA COSTA<sup>1</sup>, DEL NORTE, EL DORADO, FRESNO, GLENN,  
HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIN<sup>1</sup>,  
MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO,  
SAN FRANCISCO<sup>1</sup>, SAN JOAQUIN, SAN MATEO<sup>1</sup>, SANTA CLARA<sup>1</sup>,  
SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO<sup>1</sup>, SONOMA,  
STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE,  
YOLO AND YUBA COUNTIES

<sup>1</sup>County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer - Building Construction), and Pile Driver (Operating Engineer - Building Construction).

**2013-2016 OPERATING ENGINEERS MASTER LABOR AGREEMENT**

**MEMORANDUM OF AGREEMENT**

**By and between**

**UCON and OPERATING ENGINEERS LOCAL UNION NO. 3**

This Memorandum of Agreement entered into this 1<sup>st</sup> day of Feb., 2013, provides the terms and conditions of the new 2013-2016 Master Labor Agreement between the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, ("Union") and United Contractors (UCON), ("Employer") and provides the following modifications to the 2010-2013 Master Labor Agreement.

✓ **(1) Term of Agreement**

3 years – Agreement shall be effective July 1, 2013 through June 30, 2016

**(15A) 14.03.00**      *Subsistence, Travel Time, Travel Expenses.* Subsistence, travel time, and travel expenses shall be paid in accordance with applicable Section of the Master Labor Agreement between (UCON, AGC, NAEC, UMIC, CEA and ACE), and all other Signatory Employers and the Piledrivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local No. 34. In the event the Employer is unable to reach a new agreement or is no longer bound to an agreement with Local No. 34, subsistence, travel time and travel expenses shall be paid in accordance with the agreement between the Piledriving Contractors Association and Local No. 34.

**2010- 2013**  
**MASTER AGREEMENT**  
**For NORTHERN CALIFORNIA**  
**Between**  
**OPERATING ENGINEERS LOCAL UNION NO. 3**  
**of the International Union of Operating Engineers, AFL-CIO**

**RECEIVED**  
2/1/13  
D. Neenan

**And**

**ENGINEERING AND UTILITY CONTRACTORS ASSOCIATION**

**11.03.00 . Travel Expense.** Where the Employee is transported on the Individual Employer's equipment, travel expense shall not be due.

**11.03.01** Travel expense will be paid when moving cranes from yard to job, job to yard and job to job when crane is not returned to its original starting point at the end of the day, and when the Employee receives travel time under.

**11.03.02** Travel expense, when due an Employee furnishing his own transportation shall be paid at the rate of twenty-five cents (\$.25) per mile and the Individual Employer shall also pay bridge, ferry or toll fares involved; provided that no Employee shall be required to furnish the means of transportation as a condition of employment.

**11.04.00 Travel Time.** On any day on which an Employee is required to report to the yard, the Employee's time will start at the yard. On any day on which the Individual Employer requires an Employee to return to the yard and when, absent a pre-arrangement to cover transportation under 11.03.01, an Employee is required to report to the yard on that date, an Employee's time will end at the yard.



**13.06.00** *Subsistence, Travel Time, Travel Expenses.* Employees covered by this Section 13.00.00 shall be compensated at the rate of twenty dollars (\$20.00) per each workday as subsistence pay (in addition to their regular compensation) when employed on any job more than thirty-five (35) road miles by the shortest normally traveled route from the Employee's "basing point". The Employee's "basing point" shall be the Job Placement Center (i.e., which has historically been servicing the area where the job or project is located), provided that when an Employee is transferred to a job or project his "basing point" shall be the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned, and provided further that when an Employee is terminated or quits from the employ of the Individual Employer and is rehired by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, then the permanent yard or shop of the Individual Employer to which such Employee was regularly assigned when he was terminated or quit shall be considered such Employee's "basing point". Such compensation shall be paid for the duration of the job.

**13.06.01** Within thirty (30) days of the execution of this Agreement any Individual Employer having more than one (1) yard or shop within the area covered by this Section shall notify the Union in writing of which locations are to

be deemed "permanent" under the foregoing, and similarly, upon establishing his first such yard or shop. Such locations can be changed once each year by giving written notice to the Union.

**13.06.02** It is understood that a day is a working day if the Employee is required by the Individual Employer to report to the jobsite and is prevented from working due to conditions beyond said Individual Employer's control. (Example: rainy days, or days when steel is not available, etc.)

**13.06.03** On Saturday, Sunday and holidays, when work is not performed on these days, no such expenses will be paid, except as provided in 13.06.02.

**13.06.04** When a job is of one (1) day's duration and the Employee is paid (or furnished) transportation and is paid his total travel time to and from the yard or shop and the job he shall not, in addition, be paid subsistence.

**13.06.05** *Travel Time.* On jobs not subject to 13.06.00, an Employee shall not receive travel time unless he is engaged in equipment transportation. On such jobs, unless transportation is made available to the Employee or the Employee is paid travel expense for the first and last day, an Employee's time shall begin and end at the yard or shop.

**13.06.06** On jobs subject to 13.06.00, travel time, at the rate of thirty-five (35) miles per hour from the first day of employment there, and for returning from the job on the day employment there terminates, provided that all travel time, except equipment transportation, which by the direction of the Individual Employer is performed during overtime hours, shall be computed at straight time.

**13.06.07** *Travel Expense.* Where the Employee is transported to and/or from the job on equipment furnished by the Individual Employer, travel expense shall not be due.

**13.06.08** On jobs subject to 13.06.00, Employees shall be paid travel expense from the yard or shop to job and return on the first and last days of employment there, respectively in accordance with the current IRS rate per mile, and the Individual Employer shall also pay any bridge, ferry or toll fares involved.

**13.06.09** *Payment of Subsistence, Travel Time and Travel Expense.* An Employee shall be paid (when due under 13.06.00 of this Section 13.00.00) subsistence, travel time, and transportation expense on each separate job; provided that, in the cases of Employees who are "transferred" or "terminated or quit and rehired" by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, the distances applicable in the case of travel time and travel expense shall be those from the last job to the next (rather than between yard or shop and job).

#### **14.00.00** *PILED DRIVING*

**14.02.08** On off-shore work, all time spent in travel from shore shall be portal to portal and compensated at an amount equal to the straight-time rate.

**14.03.00** *Subsistence, Travel Time, Travel Expenses.* Subsistence, travel time, and travel expenses shall be paid in accordance with applicable Section of the Master Labor Agreement between the Associated General Contractors of California, Inc., and the Piledrivers, Divers, Carpenters, Bridge, Wharf and Dock Builders, Local No. 34. In the event the Employer is unable to reach a new agreement or is no longer bound to an agreement with Local No. 34, subsistence, travel time and travel expenses shall be paid in accordance with the agreement between the Piledriving Contractors Association and Local No. 34.

**15.00.00** *SPECIAL WORKING RULES AND CONDITIONS FOR WORKING UNDERGROUND*

*15.04.00 Compensation for Travel Underground.* The Individual Employer shall pay Employees covered by this Agreement working underground on a portal-to-portal basis as follows: The hours of employment of such Employees shall commence at the portal of the underground work at which he is directed by the Individual Employer to report for work on his shift and shall end at such portal, except as provided in 15.05.01.

*15.05.00 Change House.* The Individual Employer shall establish and maintain a change house within a reasonable distance of each portal of the underground work. It shall be equipped with showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Individual Employer will reimburse Employees for clothing or personal belongings in an amount up to one hundred fifty dollars (\$150.00) in the event the change house is destroyed by fire, provided a claim form is filed as required by the applicable insurance company. This shall not apply to short dry tunnels, such as under highways or railroad embankments.

*15.05.01* If the change house is located more than one thousand two hundred fifty (1,250) walkable feet from a portal, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of Employees who are required to report before their regular starting time to fire up, grease, or maintain equipment, or are required to report early or remain after their regular shift. These Employees shall be paid at the applicable overtime rate which shall be reckoned by the hour and the half-hour.