

DEPARTMENT OF INDUSTRIAL RELATIONS

Office of the Director – Research Unit

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

MAILING ADDRESS:

P. O. Box 420603

San Francisco, CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISIONS

FOR

OPERATING ENGINEER

**CRANES, PILE DRIVER AND HOISTING EQUIPMENT
(OPERATING ENGINEER)**

TUNNEL (OPERATING ENGINEER)

**BUILDING/CONSTRUCTION INSPECTOR, FIELD SOILS AND
MATERIAL TESTER, and NON-DESTRUCTIVE TESTING**

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12**

THIS AGREEMENT, entered into this 1st day of July, 2013, by and between the Southern California Contractors Association, Inc., for the Southern California Counties, excluding San Diego County, hereinafter referred to as the CONTRACTORS, as defined below, 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.

2. Hiring - Contractor Responsibilities:

(f) When employees are transferred to a job by the Employer and of necessity must remain away from their permanent home, the Employer and employee will agree to the amount of compensation if the job is not located in a subsistence zone.

Q. Special Rules:

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 three hundred and fifty (350) yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his 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 enroute and return. For off-shore 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.

5. Jobsite Transportation:

Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the Employer is required to furnish transportation for workmen within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.

6. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to the drain.

T. Subsistence:

1. In the subsistence area as hereafter defined in "Exhibit A" subject to the exceptions noted below, subsistence shall be paid at the rate of Thirty Dollars (\$30.00) per scheduled work day. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

(a) Effective on all work bid after July 1, 2007, the areas inside the boundaries of China Lake Naval Reserve, Vandenberg Air Force Base, Point Arguello, Seely Naval Base, Fort Irwin Army Base, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards Air Force Base and 29 Palms Marine Base, 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.

(b) Zone pay is hereafter established effective July 9, 2007, and defined as "Exhibit B" subject to the exceptions noted below, zone pay shall be paid at the rate of Two Dollars (\$2.00) 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 northern portion of "Exhibit B" delineated by the color blue.

Those areas defined in "Exhibit B" by the color yellow shall be One Dollar (\$1.00) per hour above their regular rate of pay and shall become their base rate for the entire shift.

2. An employee or workman who is required to report or perform any work in a subsistence area, for any portion of the day or shift, shall receive the established subsistence rate for the entire day or shift.

3. Exception to the above requirements may be taken and no subsistence furnished or paid in the following instances:

(a) Where the work performed on the job or project is located entirely within the free zone designated in "Exhibit A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid jobs is located within the subsistence area and within a thirty (30) mile radius of the center of the job or project, which is also located in the subsistence area.

(c) Where subsistence is applicable when the Contractor advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be applicable for these days. If such notice is not given to the employee, subsistence shall be payable for the days that work is discontinued.

4. Subsistence shall be paid at the rate of Thirty Two Dollars (\$32.00) per day in the counties of Inyo and Mono.

5. When the home of an employee, at the time a job is bid or commitment is made on non-bid jobs, is located within a fifty (50) mile radius of the center of a job or project in Inyo and Mono Counties, subsistence will not be applicable.

6. Subsistence, as provided in Section T, Paragraph 1 shall be paid on jobs on the following offshore islands:

Richardson Rock
Santa Cruz Island
Arch Rock
San Nicholas Island
Santa Catalina Island
San Miguel Island
Santa Barbara Island
San Clemente Island
Santa Rosa Island
Anacapa Island
(Channel Islands Monument)

7. In the event campsites are established on off-shore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below. Employees reporting at the embarkation point for travel, to the above named islands shall be paid travel time from the mainland to the island and return at the straight-time rate and in no event shall the travel time be less than one (1) hour, regardless of mode of travel. Travel time shall start and end at the point of embarkation, at the time and place designated by the Employer.

8. The Contractor may provide and maintain acceptable room and board, seven (7) days per week, in compliance with California State Laws, in lieu of subsistence.

9. In the event a campsite is established, employees shall receive travel time from the campsite to the jobsite, and back to the campsite, at the straight-time rate of pay.

10. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and the stipulations as set forth in the California Vehicle Code for the transportation of workmen.

11. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

U. Special Working Rules and Conditions for Tunnels and Sealed Air Pressure Bores:

1. All terms and conditions of this Agreement shall apply to all employees employed on a tunnel job or project unless otherwise specified in this Section U.

(e) Compensation for Travel within Tunnel:

(1) 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 this Section U, Paragraph 9, Subparagraph (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 feet (200 ft.) or less, such as under highways or railroad embankments.

(g) If a change house is located more than one thousand, two hundred fifty (1,250) walkable feet from the portal, adit or shaft, 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 as directed by the Employer to report early or remain after his regular shift. These employees shall be paid at the applicable overtime rate. Overtime shall be reckoned on the hour and the one-half (½) hour.