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Title: **Associated General Contractors of California, Inc. and International Union of Operating Engineers (IUOE), AFL-CIO Local 3 (2002)**

K#: **8468**

Employer Name: **Associated General Contractors of California, Inc.**

Location: **CA Northern**

Union: **International Union of Operating Engineers (IUOE), AFL-CIO**

Local: **3**

SIC: **1611** NAICS: **23731**

Sector: **P** Number of Workers: **8500**

Effective Date: **06/16/02** Expiration Date: **06/15/06**

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K 8468
8,500 workers

93 pp.

6/16/02 – 6/15/2006

2002 - 2006 Operating Engineers Agreement
LOCAL 3

TABLE OF CONTENTS

	Section	Page
Addiction Recovery & Substance Abuse (Exhibit A)		78
Administrative Provisions	03.00.00	21
Affirmative Action	12.05.00	46
Annuity Fund	12.07.00	47
Apprentices	07.10.00	37
Apprentices (Wage Rates)	07.10.02	37
Apprentice Dispatch Delay Procedures	07.10.14	41
Area Definitions	01.02.00	1
Areas 1 and 2, Map Description	24.00.00	65
Asphalt Plant Crew	07.02.00	34
Audit (Records and Reports)	03.02.00	21
Building Construction Addendum		71
Change Rule.	07.03.00	35
Changes	25.00.00	68
Classifications, Manning and Rates	01.03.00	2
Compressors	07.05.02	35
Contract Administration Fund	12.08.00	47
Coverage	02.07.00	20
Coverage, Steel Fabrication & Erection	13.02.00	50
Cranes, All Attachments (Wage Rates)	01.03.01	8
Definitions, General Provisions	02.00.00	19
Discharge of Employee	04.03.00	24
Employees, Classifications, Manning and Wage Rates	01.00.00	1
Employment	04.00.00	23
Equipment, New	20.01.00	61
Foremen and Shifters, Special Provisions	21.03.00	62
Fringe Benefits	12.00.00	45
Fringe Benefits, Foremen, Other than General Foremen	21.05.00	63
Fringe Benefits, Supervisory Personnel	22.01.00	63
General Provisions, Definitions	02.00.00	19
General Savings Clause	03.05.00	22
Generators	07.05.01	35
Grievance Procedure	18.00.00	59
Heavy & Highway Committee	12.11.02	47
Health and Welfare and Sick Benefits	12.02.00	46
Heavy Duty Repairman (Tools)	8.01.00	43
Hiring	04.01.00	23
Holidays	06.24.00	34
Industry Promotion Fund	12.11.00	47
Industry Stabilization Fund	12.09.00	47
Injury, Union Notification	16.04.00	58
Job Placement Center and Market Area Committee Administration Fund	12.10.00	47
Jurisdictional Dispute	19.00.00	61
Leadman, Working	10.01.00	44
Manning	07.00.00	34
Manning and Hiring Violations	18.04.00	60

AGC CALIFORNIA
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA

TABLE OF CONTENTS (Continued)

	Section	Page
Market/Geographic Area Committee	01.08.00	18
Meal Period	06.19.00	32
No Cessation of Work	18.03.00	60
On-Site Work	05.04.00	27
Overtime Areas 1 and 2 (All Forty-Six [46] Counties)	06.25.01	34
Overtime-All Work Covered by this Agreement	06.25.00	34
Overtime (Piledriving Work)	14.02.07	55
Overtime (Steel Fabricating and Erecting Work)	13.05.10	52
Owner-Operator	04.04.00	25
Parking	08.02.03	43
Payment of Wages	10.02.00	44
Pensioned Health and Welfare	12.03.00	46
Pension.	12.04.00	46
Picketline	04.03.03	24
Piledriving	14.00.00	53
Pre-Job Conference	03.01.00	21
Provisions Governing Right to Arbitrate	18.00.00	59
Reckoning of Time	06.03.00	29
Reckoning of Time, Steel Fabrication and Erection	13.05.01	51
Report Pay, Piledriving	14.02.04	55
Residential Construction Addendum		71
Retiree Addendum		69
Safety	16.00.00	57
Servicing Other Crafts	09.00.00	44
Shift Work	06.00.00	29
Show-Up Time	06.21.00	33
Signals	07.04.00	35
Special Service and Maintenance Shift	06.04.06	30
Special Single Shift	06.04.03	30
Steel Fabricating and Erecting Work	13.00.00	50
Stewards	17.00.00	58
Subcontractors, Application to	05.00.00	28
Subsistence and Travel Rented Equipment	11.00.00	45
Subsistence, Travel Time, Travel Expenses, Piledriving	14.03.00	55
Subsistence, Travel Time, Travel Expenses, Steel Fabrication and Erection	13.06.00	52
Supplementary Working Conditions.	08.00.00	42
Survey Work	07.07.00	35
Suspension Work	01.05.00	18
Term of Agreement	26.00.00	68
Termination of Employee	03.03.00	22
Tide Work, Piledriving	14.02.06	55
Transfer of Employee.	03.03.01	22
Training of Apprentices	07.10.01	37
Training of Journeyman	07.09.00	36
Transportation	08.02.00	43

TABLE OF CONTENTS (Continued)

	Section	Page
Underground, Special Working Rules and Conditions	15.00.00	55
Underground Rate	15.02.00	56
Union Security	04.02.00	23
Unit Work	02.05.00	20
Unsafe Conditions	16.03.00	57
Vacation and Holiday Pay Plan	12.06.00	47
Wages and Classifications, Piledriving	01.03.03	12
Wages and Classifications, Steel Fabrication and Erection	01.03.02	10
Warranty	07.08.00	36
Work at More Than One Rate	10.03.00	44
Working Rules	06.00.00	29
Workweek, Four (4) by Ten (10)	06.01.01	29
Workweek, Monday through Saturday	06.01.02	29

2002-2006
MASTER AGREEMENT
for
NORTHERN CALIFORNIA
between
ASSOCIATED GENERAL CONTRACTORS
OF CALIFORNIA, INC.
and
LOCAL UNION NO. 3
of the International Union
# of Operating Engineers, AFL-CIO

THIS AGREEMENT, made and entered into this 16th day of June 2002 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 EMPLOYEES, CLASSIFICATIONS, MANNING, AND WAGE RATES

01.01.00 On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

01.01.01 Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on ALL said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

(1) First (1st) Violation: Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and manning all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00 Classifications, Manning and Rates;

(2) Second (2nd) Violation: Same application as in (1) above for a period of six (6) consecutive months;

(3) Third (3rd) Violation: Same application as in (1) and (2) above for the duration of the Agreement.

NOTE: This Section shall not apply to any traditional crane work and any manning requirements on crane work shall be in accordance with Section 01.03.01.

01.02.00 **Area Definitions.** Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

01.02.01 If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

01.02.02 If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

01.02.03 The Employees employed by an Individual Employer in a permanent yard or shop or plant and Employees employed by an Individual Employer on residential construction projects (not camps), subdivisions, buildings of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project located within Area 2 shall be paid the Area 1 wage rate.

01.02.04 If all Employees on a job or project are transported by the Employer from a permanent plant, yard or shop located in Area 1 to work in Area 2 and transported back to the same permanent yard or shop in Area 1, all on the same day, on the Employer's time, said Employees shall be paid the Area 1 wage rate.

01.03.00 Classifications, Manning and Rates.

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

CLASSIFICATIONS: CURRENT STRAIGHT-TIME HOURLY WAGE RATES

* Asterisk denotes that the Union may allocate the increases in 2003, 2004 and 2005 to wages and/or fringe benefits. See Section 01.05.01.

GROUP 1 (3 classifications)

	EFFECTIVE DATES			
	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$33.92	$1.16*	$1.16*	$1.16*
Area 2	$35.92			

3491 1. Operator of Helicopter (when used in erection work)
3685 2. Hydraulic Excavator 7 cu. yds. and over (Assistant to Engineer required)
5951 3. Power Shovels, over 7 cu. yds. (Assistant to Engineer required)

GROUP 2 (7 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$32.39	$1.16*	$1.16*	$1.16*
Area 2	$34.39			

1131 1. Certified Chief of Party (when requested by Individual Employer)
3551 2. Highline Cableway
3695 3. Hydraulic Excavator 3-1/2 cu. yds. up to 7 cu. yds. (Assistant to Engineer required)
0672 4. Licensed Construction Work Boat Operator, On Site**
4780 5. Microtunneling Machine
5801 6. Power Blade Operator (finish)
5921 7. Power Shovels, over 1 cu. yd. and up to and including 7 cu. yds. m.r.c. (Assistant to Engineer required)

**Provided: If the individual employer has an existing collective bargaining relationship with another union, or employs a subcontractor who has a collective bargaining relationship with another union, the provisions of this agreement shall not apply. However, the loading, unloading and related on-site construction work of barges, dredges, trucks or other motorized water equipment shall be performed by employees covered by this agreement.

GROUP 3 (18 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$30.91	$1.16*	$1.16*	$1.16*
Area 2	$32.91			

0201	1.	Asphalt Milling Machine
0371	2.	Cable Backhoe (Assistant to Engineer required)
1301	3.	Chief of Party
1381	4.	Combination Backhoe and Loader over 3/4 cu. yds.
1861	5.	Continuous Flight Tie Back Machine Assistant to Engineer or Mechanic/Welder required
1905	6.	Crane Mounted Continuous Flight Tie Back Machine, Tonnage to apply, Assistant to Engineer or Mechanic/Welder required
1915	7.	Crane Mounted Drill Attachments, Tonnage to apply, Assistant to Engineer or Mechanic/Welder required
2145	8.	Dozer, Slope Brd
3171	9.	Gradall (Assistant to Engineer required)
3705	10.	Hydraulic Excavator up to 3-1/2 cu. yds. (Assistant to Engineer required)
4211	11.	Loader 4 cu. yds. and over
4384	12.	Long Reach Excavator
5061	13.	Multiple Engine Scrapers (when used as push pull)
5891	14.	Power Shovels, up to and including 1 cu. yd. (Assistant to Engineer required)
6011	15.	Pre-Stress Wire Wrapping machine
7081	16.	Side Boom Cat, 572 or larger
7925	17.	Track Loader 4 cu. yds. and over
8961	18.	Wheel Excavator (up to and including 750 cu. yds. per hour) (Assistant to Engineer required)

GROUP 4 (33 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$29.53	$1.16*	$1.16*	$1.16*
Area 2	$31.53			

0191	1.	Asphalt Plant Engineer/Boxman
1241	2.	Chicago Boom
1341	3.	Combination Backhoe and Loader up to and including 3/4 cu. yds.
1601	4.	Concrete Batch Plants (wet or dry)
2361	5.	Dozer and/or Push Cat
2751	6.	Pull-Type Elevating Loader
3221	7.	Gradesetter, Grade Checker (GPS, mechanical or otherwise)
3261	8.	Grooving and Grinding Machine
3301	9.	Heading Shield Operator
3305	10.	Heavy Duty Drilling Equipment, Hughes, LDH, Watson 3000 or similar, Assistant to Engineer or Mechanic/Welder required
3401	11.	Heavy Duty Repairman and/or Welder
4041	12.	Lime Spreader
4151	13.	Loader under 4 cu. yds.
4391	14.	Lubrication and Service Engineer (mobile and grease rack)
4691	15.	Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar) (Screedman required)
4771	16.	Miller Formless M-9000 Slope Paver or similar (Gradesetter required) (any additional assistance required on this equipment shall be performed by an Assistant to Engineer)
5771	17.	Portable Crushing and Screening plants (Assistant to Engineer required)

5821	18.	Power Blade Support
6381	19.	Roller Operator, Asphalt
6471	20.	Rubber-Tired Scraper, self-loading (paddle-wheels, etc.)
6481	21.	Rubber-Tired Earthmoving Equipment (Scrapers)
7211	22.	Slip Form Paver (concrete) (one [1] Operator and two [2] Screedmen required)
7435	23.	Small Tractor with Drag
7461	24.	Soil Stabilizer (P&H or equal)
7506	25.	Spider Plow and Spider Puller
7841	26.	Timber Skidder
8538	27.	Tubex Pile Rig
7915	28.	Track Loader up to 4 yards
7931	29.	Tractor Drawn Scraper
8121	30.	Tractor, Compressor Drill Combination (Assistant to Engineer required)
0674	31.	Unlicensed Construction Work Boat Operator, On Site**
8881	32.	Welder
9051	33.	Woods-Mixer (and other similar Pugmill equipment)

**Provided: If the individual employer has an existing collective bargaining relationship with another union, or employs a subcontractor who has a collective bargaining relationship with another union, the provisions of this agreement shall not apply. However, the loading, unloading and related on-site construction work of barges, dredges, trucks or other motorized water equipment shall be performed by employees covered by this agreement.

GROUP 5 (21 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$28.86	$1.16*	$1.16*	$1.16*
Area 2	$30.26			

1121	1.	Cast-in-Place Pipe Laying Machine
1451	2.	Combination Slusher and Motor Operator
1611	3.	Concrete Conveyor or Concrete Pump, Truck or Equipment mounted
1621	4.	Concrete Conveyor, Building site
1781	5.	Concrete Pump or Pumpcrete Guns
2362	6.	Doms Stoneslinger (material conveyor attached to truck)
2405	7.	Drilling Equipment, Watson 2000, Texoma 700 or similar, Assistant to Engineer or Mechanic/Welder required
2431	8.	Drilling and Boring Machinery, Horizontal (not to apply to waterliners, wagon drills or jackhammers) (Assistant to Engineer or Mechanic/Welder required)
2471	9.	Concrete Mixers/all
3761	10.	Instrumentman
4571	11.	Man and/or Material Hoist
4631	12.	Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)
4641	13.	Mechanical Burm, Curb and/or Curb and Gutter Machine, Concrete or Asphalt
4751	14.	Mine or Shaft Hoist
5741	15.	Portable Crushers
5861	16.	Power Jumbo Operator (setting slip-forms, etc., in tunnels)
6811	17.	Screedman (automatic or manual)
7011	18.	Self Propelled Compactor with Dozer
8055	19.	Tractor with boom, D6 or smaller
8391	20.	Trenching Machine, maximum digging capacity over 5 ft. depth (Assistant to Engineer required)
8831	21.	Vermeer T-600B Rock Cutter or similar

GROUP 6 (28 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$26.94	$1.16*	$1.16*	$1.16*
Area 2	$28.94			

0161	1.	Armor-Coater (or similar)
0391	2.	Ballast Jack Tamper
0791	3.	Boom-Type Backfilling Machine
0881	4.	Asst. Plant Engineer
0941	5.	Bridge and/or Gantry Crane
1181	6.	Chemical Grouting Machine, truck mounted
1321	7.	Chip Spreading Machine Operator
4970	8.	Concrete Barrier Moving Machine
1841	9.	Concrete Saws (self-propelled unit on streets, highways, airports, and canals)
2111	10.	Deck Engineer
2415	11.	Drilling Equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c. Any assistance required will be performed by an Employee covered by this Agreement
2461	12.	Drill Doctor
3511	13.	Helicopter Radioman
3711	14.	Hydro-Hammer or similar
4061	15.	Line Master
4073	16.	Skidsteer Loader, Bobcat larger than 743 series or similar (with attachments)
4271	17.	Locomotive (Assistant to Engineer when required)
4431	18.	Lull Hi-Lift or similar
5195	19.	Oiler, Truck Mounted Equipment (Class I Drivers License Required)
5531	20.	Pavement Breaker, Truck Mounted, with compressor combination (Assistant to Engineer driver when required)
5571	21.	Paving Fabric Installation and/or Laying Machine
5621	22.	Pipe Bending Machine (pipelines only)
5681	23.	Pipe Wrapping Machine (Tractor propelled and supported)
6791	24.	Screedman, (except asphaltic concrete paving)
6844	25.	Self Loading Chipper
7001	26.	Self Propelled Pipeline Wrapping Machine
7501	27.	Soils & Materials Tester
7941	28.	Tractor

GROUP 7 (28 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$25.80	$1.16*	$1.16*	$1.16*
Area 2	$27.80			

0401	1.	Ballast Regulator
0761	2.	Boom Truck or dual-purpose A-Frame Truck, Non-rotating – Under 15 tons.
1091	3.	Cary Lift or similar
1421	4.	Combination Slurry Mixer and/or Cleaner
2435	5.	Drilling Equipment, 20 ft. and under m.r.c.
2893	6.	Fireman Hot Plant
3241	7.	Grouting Machine Operator
3611	8.	Highline Cableway Signalman
3941	9.	Stationary Belt Loader (Kolman or similar)

4031	10. Lift Slab Machine (Vagtborg and similar types)
4451	11. Maginnes Internal Full Slab Vibrator
4541	12. Material Hoist (1 Drum)
4721	13. Mechanical Trench Shield
5383	14. Partsman (heavy duty repair shop parts room)
5501	15. Pavement Breaker with or without Compressor Combination
5651	16. Pipe Cleaning Machine (tractor propelled and supported)
5781	17. Post Driver
6311	18. Rodman Chainman
6341	19. Roller (except Asphalt), Chip Seal
6851	20. Self Propelled Automatically Applied Concrete Curing Machine (on streets, highways, airports and canals)
6911	21. Self Propelled Compactor (without dozer)
7123	22. Signalman
7241	23. Slip-Form Pumps (lifting device for concrete forms)
7821	24. Tie Spacer
7911	25. Tower Mobile
8371	26. Trenching Machine maximum digging capacity up to and including 5 ft. depth
0776	27. Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck) – Under 15 tons.
8511	28. Truck Type Loader

GROUP 8 (32 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$24.66	$1.16*	$1.16*	$1.16*
Area 2	$26.66			

0621	1. Bit Sharpener
0681	2. Boiler Tender
0853	3. Box Operator*
0913	4. Brakeman*
1391	5. Combination Mixer and Compressor (shotcrete/gunite)
1481	6. Compressor Operator
2153	7. Deckhand*
2863	8. Fireman*
2991	9. Mast Type Forklift
3131	10. Generators
3243	11. Gunite/Shotcrete Equipment Operator
3373	12. Heavy Duty Repairman Helper*
3701	13. Hydraulic Monitor
3821	14. Ken Seal Machine (or similar)
4901	15. Mixermobile
5161	16. Operating Engineer in lieu of an Oiler
5173	17. Oiler*
6041	17. Pump Operator
6131	19. Refrigeration Plant
6241	20. Reservoir-Debris Tug (Self-Propelled Floating)
6401	21. Ross Carrier (Construction site)
6451	22. Rotomist Operator
6831	23. Self Propelled Tape Machine

7031	24.	Shuttlecar
7041	25.	Self Propelled Power Sweeper Operator (Includes Vacuum Sweeper)
7271	26.	Slusher Operator
7611	27.	Surface Heater
7673	28.	Switchman*
7763	29.	Tar Pot Fireman*
8541	30.	Tugger Hoist, Single Drum
8841	31.	Vacuum Cooling Plant
8921	32.	Welding Machine (powered other than by electricity)

*Asst. to Engineer classifications

GROUP 8A (4 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$22.45	$1.16*	$1.16*	$1.16*
Area 2	$24.45			

0160	1.	Articulated Dump Trucks (except when work is assigned to the Teamsters)
2581	2.	Elevator Operator
4071	3.	Skidsteer Loader, Bobcat 743 series or smaller and similar (without attachments)
4795	4.	Mini Excavator under 25 H.P. (Backhoe-Trencher)

SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES
(Refer to Sections 06.04.03 and 06.05.00)

	6/16/02	6/16/03	6/16/04	6/16/05
Group 1				
Area 1	$38.25	$1.16*	$1.16*	$1.16*
Area 2	$40.25			
Group 2				
Area 1	$36.52	$1.16*	$1.16*	$1.16*
Area 2	$38.52			
Group 3				
Area 1	$34.86	$1.16*	$1.16*	$1.16*
Area 2	$36.86			
Group 4				
Area 1	$33.30	$1.16*	$1.16*	$1.16*
Area 2	$35.30			
Group 5				
Area 1	$31.88	$1.16*	$1.16*	$1.16*
Area 2	$33.88			
Group 6				
Area 1	$30.38	$1.16*	$1.16*	$1.16*
Area 2	$32.38			
Group 7				
Area 1	$29.10	$1.16*	$1.16*	$1.16*
Area 2	$31.10			
Group 8				
Area 1	$27.83	$1.16*	$1.16*	$1.16*
Area 2	$29.83			

Group 8A				
Area 1	$25.32	$1.16*	$1.16*	$1.16*
Area 2	$27.32			

01.03.01 All Cranes and Attachments. The straight-time hourly wage rate of Employees on cranes or equipment and attachments (including jib and/or leads) shall be as follows:
**A Truck Crane Oiler or Oiler (as appropriate), is required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer *or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance* is required, it shall be by an Employee covered by this Agreement.

GROUP 1-A (5 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$34.80	$1.16*	$1.16*	$1.16*
Area 2	$36.80			

1335	1.	Clamshells and Draglines over 7 cu. yds.
1951	2.	Cranes over 100 tons
2105	3.	Derrick, over 100 tons
2115	4.	Derrick Barge Pedestal mounted over 100 tons
6915	5.	Self Propelled Boom Type Lifting Device over 100 tons

GROUP 2-A (6 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$33.04	$1.16*	$1.16*	$1.16*
Area 2	$35.04			

1325	1.	Clamshells and Draglines over 1 cu. yd. up to and including 7 cu. yds.
1981	2.	Cranes over 45 tons up to and including 100 tons
2125	3.	Derrick Barge 100 tons and under
4918	4.	Mobile Self-Erecting Tower Crane (Potain) over three (3) stories
6901	5.	Self Propelled Boom Type Lifting Device over 45 tons
8721	6.	Tower Cranes

GROUP 3-A (6 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$31.30	$1.16*	$1.16*	$1.16*
Area 2	$33.30			

1315	1.	Clamshells and Draglines up to and including 1cu. yd.
1961	2.	Cranes 45 tons and under
6881	3.	Self Propelled Boom Type Lifting Device 45 tons and under
0775	4.	Boom Truck or dual-purpose A-Frame Truck, Non-Rotating, Over 15 tons
4919	5.	Mobile Self-Erecting Tower Crane (Potain) three (3) stories and under
7817	6.	Truck-Mounted Rotating Telescopic Boom Type Lifting Device, Manitex or Similar (Boom Truck), Over 15 tons.

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

5183** Truck Crane Oiler

GROUP 1-A	**6/16/02**	**6/16/03**	**6/16/04**	**6/16/05**
Area 1	$27.83	$1.16*	$1.16*	$1.16*
Area 2	$29.83			

GROUP 2-A	**6/16/02**	**6/16/03**	**6/16/04**	**6/16/05**
Area 1	$27.57	$1.16*	$1.16*	$1.16*
Area 2	$29.57			

GROUP 3-A	**6/16/02**	**6/16/03**	**6/16/04**	**6/16/05**
Area 1	$27.33	$1.16*	$1.16*	$1.16*
Area 2	$29.33			

5183** Hydraulic

GROUP 3-A	**6/16/02**	**6/16/03**	**6/16/04**	**6/16/05**
Area 1	$26.94	$1.16*	$1.16*	$1.16*
Area 2	$28.94			

5173** Oiler

GROUP 1-A	**6/16/02**	**6/16/03**	**6/16/04**	**6/16/05**
Area 1	$25.54	$1.16*	$1.16*	$1.16*
Area 2	$27.54			

GROUP 2-A	**6/16/02**	**6/16/03**	**6/16/04**	**6/16/05**
Area 1	$25.33	$1.16*	$1.16*	$1.16*
Area 2	$27.33			

GROUP 3-A	**6/16/02**	**6/16/03**	**6/16/04**	**6/16/05**
Area 1	$25.05	$1.16*	$1.16*	$1.16*
Area 2	$27.05			

ALL CRANES AND ATTACHMENTS, SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES

Group 1-A	**6/16/02**	**6/16/03**	**6/16/04**	**6/16/05**
Area 1	$39.23	$1.16*	$1.16*	$1.16*
Area 2	$41.23			

Group 2-A				
Area 1	$37.24	$1.16*	$1.16*	$1.16*
Area 2	$39.24			

Group 3-A				
Area 1	$35.28	$1.16*	$1.16*	$1.16*
Area 2	$37.28			

5183** Truck Crane Oiler

Group 1-A				
Area 1	$31.40	$1.16*	$1.16*	$1.16*
Area 2	$33.40			

Group 2-A				
Area 1	$31.11	$1.16*	$1.16*	$1.16*
Area 2	$33.11			
Group 3-A				
Area 1	$30.84	$1.16*	$1.16*	$1.16*
Area 2	$32.84			
5183** Hydraulic				
Group 3-A				
Area 1	$30.38	$1.16*	$1.16*	$1.16*
Area 2	$32.38			
5173** Oiler				
Group 1-A				
Area 1	$28.81	$1.16*	$1.16*	$1.16*
Area 2	$30.81			
Group 2-A				
Area 1	$28.58	$1.16*	$1.16*	$1.16*
Area 2	$30.58			
Group 3-A				
Area 1	$28.27	$1.16*	$1.16*	$1.16*
Area 2	$30.27			

01.03.02 CLASSIFICATIONS AND RATES FOR STEEL ERECTORS AND FABRICATORS

NOTE: The manning of Compressors, Generators, Welding Machines, Pumps or any combination thereof shall be in accordance with Section 07.05.00 of this Agreement.

**A Truck Crane Oiler or Oiler (as appropriate), is required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

GROUP 1 (3 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$35.77	$1.16*	$1.16*	$1.16*

1951	1.	Cranes over 100 tons (Assistant to Engineer required)
2105	2.	Derrick over 100 tons
6915	3.	Self Propelled Boom Type Lifting Devices over 100 tons

GROUP 2 (4 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$34.00	$1.16*	$1.16*	$1.16*

1981	1.	Cranes over 45 tons up to and including 100 tons (Assistant to Engineer required)
2261	2.	Derrick, 100 tons and under
6901	3.	Self Propelled Boom Type Lifting Device, over 45 tons
8721	4.	Tower Crane

GROUP 3 (2 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$32.52	$1.16*	$1.16*	$1.16*

1961	1.	Cranes, 45 tons and under (Assistant to Engineer required)
6881	2.	Self Propelled Boom Type Lifting Device, 45 tons and under

GROUP 4 (3 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$30.50	$1.16*	$1.16*	$1.16*

1241	1.	Chicago Boom
2941	2.	Forklift, 10 tons and over
3401	3.	Heavy Duty Repairman/Welder

GROUP 5 (1 classification)

6/16/02	6/16/03	6/16/04	6/16/05
$29.20	$1.16*	$1.16*	$1.16*

0701	1.	Boom Cat

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

5183** Truck Crane Oiler	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$28.45	$1.16*	$1.16*	$1.16*
GROUP 2	$28.23	$1.16*	$1.16*	$1.16*
GROUP 3	$27.96	$1.16*	$1.16*	$1.16*

5183** Hydraulic	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 3	$27.57	$1.16*	$1.16*	$1.16*

5173** Oiler	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$26.22	$1.16*	$1.16*	$1.16*
GROUP 2	$25.95	$1.16*	$1.16*	$1.16*
GROUP 3	$25.73	$1.16*	$1.16*	$1.16*

STEEL ERECTORS AND FABRICATORS, SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES

	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$40.32	$1.16*	$1.16*	$1.16*
GROUP 2	$38.34	$1.16*	$1.16*	$1.16*
GROUP 3	$36.66	$1.16*	$1.16*	$1.16*
GROUP 4	$34.40	$1.16*	$1.16*	$1.16*
GROUP 5	$32.93	$1.16*	$1.16*	$1.16*

5183** Truck Crane Oiler	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$32.09	$1.16*	$1.16*	$1.16*
GROUP 2	$31.84	$1.16*	$1.16*	$1.16*
GROUP 3	$36.66	$1.16*	$1.16*	$1.16*

5183** Hydraulic	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 3	$31.54	$1.16*	$1.16*	$1.16*

5173** Oiler	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$29.57	$1.16*	$1.16*	$1.16*
GROUP 2	$29.29	$1.16*	$1.16*	$1.16*
GROUP 3	$29.03	$1.16*	$1.16*	$1.16*

01.03.03 CLASSIFICATIONS AND RATES FOR PILEDRIVERS

**A Truck Crane Oiler or Oiler (as appropriate), is required on all the cranes listed below, except Tower Cranes, Self Propelled Boom Type Hydraulic Lifting Devices and self contained job-ready Hydraulic Truck Cranes that can travel on the California State highway system with the boom over the front of the truck crane carrier without a boom dolly, trailer or any other type of conveyance to transport any attachment or part of the hydraulic crane, on which, if any assistance is required, it shall be by an Employee covered by this Agreement.

GROUP 1 (4 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$35.14	$1.16*	$1.16*	$1.16*

2115 1. Derrick Barge Pedestal mounted over 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)
5951 2. Clamshells over 7 cu. yds.
6915 3. Self Propelled Boom Type Lifting Device over 100 tons
8425 4. Truck Crane or Crawler, land or barge mounted over 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)

GROUP 2 (5 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$33.32	$1.16*	$1.16*	$1.16*

2155 1. Derrick Barge Pedestal mounted 45 tons up to and including 100 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)
5921 2. Clamshells up to and including 7 cu. yds.
3103 3. Fundex F-12 Hydraulic Pile Rig
6901 4. Self Propelled Boom Type Lifting Device over 45 tons
8455 5. Truck Crane or Crawler, land or barge mounted, over 45 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)

GROUP 3 (4 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$31.64	$1.16*	$1.16*	$1.16*

2135 1. Derrick Barge Pedestal mounted under 45 tons (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)
6881 2. Self Propelled Boom Type Lifting Device 45 tons and under

7171	3.	Skid/Scow Piledriver, any tonnage (Any assistance required shall be by an Employee covered by this Agreement)
8445	4.	Truck Crane or Crawler, land or barge mounted 45 tons and under (Assistant to Engineer or Assistant Operator in lieu of Assistant to Engineer required)

GROUP 4 (3 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$29.87	$1.16*	$1.16*	$1.16*

0221	1.	Assistant Operator in lieu of Assistant to Engineer
2941	2.	Forklift, 10 tons and over
3401	3.	Heavy Duty Repairman/Welder

GROUP 5 (0 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$28.57	$1.16*	$1.16*	$1.16*

No current classification (subject to Section 20.00.00)

GROUP 6 (1 classification)

6/16/02	6/16/03	6/16/04	6/16/05
$27.23	$1.16*	$1.16*	$1.16*

2111	1.	Deck Engineer

GROUP 7 (0 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$26.14	$1.16*	$1.16*	$1.16*

No current classification (subject to Section 20.00.00)

GROUP 8 (2 classifications)

6/16/02	6/16/03	6/16/04	6/16/05
$25.00	$1.16*	$1.16*	$1.16*

2153	1.	Deckhand
2863	2.	Fireman

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

5183** Truck Crane Oiler	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$28.16	$1.16*	$1.16*	$1.16*
GROUP 2	$27.91	$1.16*	$1.16*	$1.16*
GROUP 3	$27.62	$1.16*	$1.16*	$1.16*

5173** Oiler	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$25.88	$1.16*	$1.16*	$1.16*
GROUP 2	$25.61	$1.16*	$1.16*	$1.16*
GROUP 3	$25.39	$1.16*	$1.16*	$1.16*

01.03.04 On Crawler Crane or Derrick Barge Piledriving operations when an Assistant Operator is used in lieu of an Assistant to Engineer, the second Operator can operate Forklifts, or Deck Engines in conjunction with Piledriving operations.

01.03.05 When a stationary Truck or stationary Crawler Crane is working in conjunction with another Truck or Crawler Crane driving pile, only one Assistant to Engineer or Assistant Operator is required.

PILEDRIVERS, SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES

	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$39.61	$1.16*	$1.16*	$1.16*
GROUP 2	$37.56	$1.16*	$1.16*	$1.16*
GROUP 3	$35.68	$1.16*	$1.16*	$1.16*
GROUP 4	$33.68	$1.16*	$1.16*	$1.16*
GROUP 5	$32.22	$1.16*	$1.16*	$1.16*
GROUP 6	$30.71	$1.16*	$1.16*	$1.16*
GROUP 7	$29.48	$1.16*	$1.16*	$1.16*
GROUP 8	$28.21	$1.16*	$1.16*	$1.16*

5183** Truck Crane Oiler	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$31.76	$1.16*	$1.16*	$1.16*
GROUP 2	$31.49	$1.16*	$1.16*	$1.16*
GROUP 3	$31.16	$1.16*	$1.16*	$1.16*

5173** Oiler	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$29.19	$1.16*	$1.16*	$1.16*
GROUP 2	$28.89	$1.16*	$1.16*	$1.16*
GROUP 3	$28.65	$1.16*	$1.16*	$1.16*

01.03.06 **Tunnel/Underground Classifications and Wage Rates.** The straight-time hourly wage rate of Employees working underground and/or within shafts, stopes and raises shall be as follows:

GROUP 1-A (1 classification)

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$32.39	$1.16*	$1.16*	$1.16*
Area 2	$34.39			

Shafts, Stopes and Raises				
Area 1	$32.49	$1.16*	$1.16*	$1.16*
Area 2	$34.49			

8603 1. Tunnel Bore Machine Operator - 20´ diameter or more.

GROUP 1 (5 classifications)

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$29.92	$1.16*	$1.16*	$1.16*
Area 2	$31.92			

Shafts, Stopes and Raises				
Area 1	$30.02	$1.16*	$1.16*	$1.16*
Area 2	$32.02			

3301	1.	Heading Shield Operator
3401	2.	Heavy Duty Repairman/Welder
5111	3.	*Mucking Machine (rubber tired, rail or track type)*
6125	4.	Raised Bore Operator** (tunnels)
8601	5.	Tunnel Mole Bore Operator**

**Any assistance in the operation, if needed, shall be by an Employee covered by this Agreement.

GROUP 2 (3 classifications)

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$28.66	$1.16*	$1.16*	$1.16*
Area 2	$30.66			
Shafts, Stopes and Raises				
Area 1	$28.76	$1.16*	$1.16*	$1.16*
Area 2	$30.76			

1451	1.	Combination Slusher and Motor Operator
1781	2.	Concrete Pump or Pumpcrete Guns
5861	3.	Power Jumbo Operator

GROUP 3 (2 classifications)

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$27.33	$1.16*	$1.16*	$1.16*
Area 2	$29.33			
Shafts, Stopes and Raises				
Area 1	$27.43	$1.16*	$1.16*	$1.16*
Area 2	$29.43			

2461	1.	Drill Doctor
4751	2.	Mine or Shaft Hoist

GROUP 4 (3 classifications)

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$26.19	$1.16*	$1.16*	$1.16*
Area 2	$28.19			
Shafts, Stopes and Raises				
Area 1	$26.29	$1.16*	$1.16*	$1.16*
Area 2	$28.29			

1421	1.	Combination Slurry Mixer Cleaner
3241	2.	Grouting Machine Operator
4931	3.	Motorman

GROUP 5 (7 classifications)

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$28.27	$1.16*	$1.16*	$1.16*
Area 2	$30.27			
Shafts, Stopes and Raises				
Area 1	$28.38	$1.16*	$1.16*	$1.16*
Area 2	$30.38			

0621	1.	Bit Sharpener
0913	2.	Brakeman
1391	3.	Combination Mixer and Compressor (Gunite)
1481	4.	Compressor Operator
5173	5.	Oiler**
6041	6.	Pump Operator
7271	7.	Slusher Operator

**Assistant to Engineer Classification

TUNNEL/UNDERGROUND, SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES

GROUP 1-A (1 classification)

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$36.52	$1.16*	$1.16*	$1.16*
Area 2	$38.52			
Shafts, Stopes and Raises				
Area 1	$36.63	$1.16*	$1.16*	$1.16*
Area 2	$38.63			

8603 1. Tunnel Bore Machine Operator - 20' diameter or more

GROUP 1

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$33.73	$1.16*	$1.16*	$1.16*
Area 2	$35.73			
Shafts, Stopes and Raises				
Area 1	$33.84	$1.16*	$1.16*	$1.16*
Area 2	$35.84			

GROUP 2

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$32.32	$1.16*	$1.16*	$1.16*
Area 2	$34.32			

Shafts, Stopes and Raises				
Area 1	$32.43	$1.16*	$1.16*	$1.16*
Area 2	$34.43			

GROUP 3

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$30.84	$1.16*	$1.16*	$1.16*
Area 2	$32.84			
Shafts, Stopes and Raises				
Area 1	$30.95	$1.16*	$1.16*	$1.16*
Area 2	$32.95			

GROUP 4

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$29.54	$1.16*	$1.16*	$1.16*
Area 2	$31.54			
Shafts, Stopes and Raises				
Area 1	$29.65	$1.16*	$1.16*	$1.16*
Area 2	$31.65			

GROUP 5

Underground Rate	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$28.27	$1.16*	$1.16*	$1.16*
Area 2	$30.27			
Shafts, Stopes and Raises				
Area 1	$28.38	$1.16*	$1.16*	$1.16*
Area 2	$30.38			

01.03.07 **Toxic Waste (HAZMAT).** A subcommittee shall be formed to discuss requirements applicable to Employees working on HAZMAT projects and to negotiate working rules and wage rates which recognize the special conditions and problems which exist when working with toxic waste.

01.04.00 FOREMEN Wage Rates.

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$33.92	$1.16*	$1.16*	$1.16*
Area 2	$35.92			
2921 Foreman and Shifters, over 7 Employees				
Area 1	$32.39	$1.16*	$1.16*	$1.16*
Area 2	$34.39			
2931 Foreman (Working), under 7 Employees				
Area 1	$33.92	$1.16*	$1.16*	$1.16*
Area 2	$35.92			
3341 Master Mechanic, over 5 Employees				

FOREMAN, SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$38.25	$1.16*	$1.16*	$1.16*
Area 2	$40.25			
2921 Foreman and Shifters, over 7 Employees				
Area 1	$36.52	$1.16*	$1.16*	$1.16*
Area 2	$38.52			
2931 Foreman (Working), under 7 Employees				
Area 1	$38.25	$1.16*	$1.16*	$1.16*
Area 2	$40.25			
3341 Master Mechanic, over 5 Employees				

01.05.00 **Working Suspended.** The straight-time hourly wage rate of Employees required to work suspended by ropes or cables or performing work on a Yo-Yo Cat shall be according to the following schedule, and added to the straight-time hourly wage rates set out in 01.00.00, and such increase in the straight-time hourly wage rate shall apply for the full shift and all overtime work.

PER HOUR
$ .60

01.05.01 *The Union may allocate the increases to wages and/or Health and Welfare and/or Pensioned Health and Welfare. Any increase in wages in 2002 shall be effective June 16, 2002. Any increase in Health and Welfare and/or Pensioned Health and Welfare shall be effective June 24, 2002. Any increase in wages in 2003 shall be effective on June 16, 2003. Any increase in Health and Welfare and/or Pensioned Health and Welfare shall be effective June 30, 2003. Any increase in wages in 2004 shall be effective June 16, 2004. Any increase in Health and Welfare and/or Pensioned Health and Welfare shall be effective June 28, 2004. Any increase in wages in 2005 shall be effective on June 16, 2005. Any increase in Health and Welfare and/or Pensioned Health and Welfare shall be effective June 27, 2005.

Note: Notwithstanding the above increases, increases to other fringe benefits shall also be applicable during the term of this Agreement as defined in Section 12.05.00.

01.06.00 If the Individual Employer maintains, rents, leases or otherwise contracts out or arranges for a camp in Area II, the Individual Employer agrees that the charge to the Employees covered by this Agreement for suitable room and board, shall not exceed the differential between the Area I and Area II wage rates for eight (8) straight-time hours, five (5) days a week, Monday through Friday. When Employees work Saturdays and/or Sundays the same provisions which applies Monday through Friday, shall apply to Saturdays and/or Sundays.

01.06.01 If an Individual Employer provides trailer space for a job or project, an appropriate charge for such space shall be negotiated between the Union and the Individual Employer prior to the commencement of said job or project.

01.07.00 Whenever the bid specifications of an Owner awarding the work or an Awarding Agency require the Individual Employer to provide a drug free workplace, such requirements shall apply to that job or project.

01.08.00 **Market/Geographic Area Committee. (Private Work - Not to Exceed $1,000,000).** The parties to this Agreement recognize the constantly changing nature of the industry with respect to certain private market and/or geographic areas and the necessity of Individual Employers maintaining competitive positions in those markets or geographic areas to protect and assure the continued work opportunities of the affected Employees covered by this Agreement.

Therefore, and notwithstanding Section 26.03.00, the parties hereby establish a Market/Geographic Area Committee composed of three (3) representatives of the Employer, three (3) representatives of the Union, and three (3) Employee representatives performing work in an affected geographic area. In any particular geographic area, a defined market area committee of three (3) Employees may be established by the Union. The Committee comprising three (3) Union representatives and three (3) Employer representatives in conjunction with the local Employee market committee, shall evaluate either market or geographic requests for changes or modifications believed necessary to meet market or geographic area competition and determine if adequate economic justification is present to support such a change or modification. The Employees serving on the Committees shall be selected by the Employees (members) in the market or geographic area on a rotating basis depending on the particular market or geographic area where evaluation of the area, changes and/or modification may be necessary. In the event a market area extends beyond the boundaries of more than one of the Union's Districts, there shall be at least one (1) Employee from each District where the market area exists serving on the Committee with the Employer representatives and Union representatives.

The Committees shall review requests for changes in any of the terms and conditions of the Master Agreement which cover an area limited to particular private, market or geographic areas and believed necessary to preserve and protect work opportunities for affected Employees and Individual Employers covered by the Agreement. The Committee, upon an affirmative unit vote, is authorized to approve such changes (including the monetary size of the project to which they *may apply) as it determines to be in the best interest of the affected Employees and the parties to this Agreement and* may modify the Agreement accordingly; provided, however, if in any particular market area, a determination is made by the Committee that a market area has been substantially lost or rapidly being lost to non-union employers, an addendum, not to exceed $1,000,000 (unless the Committee agrees otherwise) shall be placed in effect covering that market which shall apply for the duration of the Agreement; it is further provided that in the month of January of each contract year, the Committee shall meet and review each market addendum, and if the Individual Employers have recovered sixty percent (60%) or more of the market, the Committee shall determine if the applicable addendum shall continue to apply, be terminated or otherwise modified. Provided further, any job or project covered by an addendum shall remain covered until job/project completion.

The Committee may also consider requests for multi-craft project agreements regardless of dollar amount initiated through the National Heavy and Highway Committee and/or the National Building and Construction Trades Department.

02.00.00 GENERAL PROVISIONS DEFINITIONS

02.01.00 **Employer.** The term "Employer" as used herein shall mean the Associated General Contractors of California, Inc.

02.02.00 **Individual Employer.** The term "Individual Employer" shall mean only those persons or entities who have authorized the Associated General Contractors of California, Inc., (Employer) to represent said Individual Employer with respect to collective bargaining with the Union. A list of said Individual Employers has been furnished to the Union at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers represented by the Employer.

02.02.01 Additional Individual Employer. Provided that a person or entity is not then engaged in a currently existing labor dispute with the Union arising out of a failure to comply with the wages, hours, rates of pay or other conditions of employment required by the Union in the territorial jurisdiction of the Union where the dispute exists, such person or entity may become an Individual Employer covered by this Agreement upon authorizing the Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

02.02.02 In the event an Individual Employer desires to be represented by another and different Association, he shall give the Union fifteen (15) days' notice in writing of the name of the employer association under a collective

bargaining agreement with the Union that will represent the notifying Individual Employer; provided, however, that once an employer association represents an Individual Employer under Section 18.00.00 for a particular grievance, no other employer association shall represent that Individual Employer for that grievance.

02.02.03 The Employer shall be the sole judge of the qualifications for membership of any person or entity applying for membership therein.

02.03.00 **Union.** The term "Union" as used herein shall mean OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO.

02.04.00 **Employee.** The term "Employee" as used herein shall mean any person, without regard to race, color, religion, sex, age, national origin, handicap or disability (as provided for in the Americans With Disabilities Act of 1990), and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

(a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or

(b) who operates, monitors and controls, maintains, repairs, modifies, assembles, erects, services or each or all of them, power-operated equipment, of the type or kind of power-operated equipment used in the performance of work referred to in (a) above, regardless of whether such power-operated equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and

(c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above, and who qualifies to register in a Job Placement Center, provided that the foregoing shall not apply to superintendents, assistant superintendents, general foremen, foremen, timekeepers, messenger boys, guards, confidential employees, office help, inspectors, and persons specifically excluded elsewhere in this Agreement.

02.05.00 **Unit Work.** This Agreement shall cover and apply to all activities of the Individual Employer in the area covered by this Agreement falling within the recognized jurisdiction of the Union, including, but not limited by inference or otherwise, to building construction, demolition, site clearing, pipelines, oil or gas refineries (excluding the falling and removal of merchantable timber by the purchaser of merchantable timber), work covered by Section 13.00.00, Steel Fabricators and Erectors, which work and equipment shall be covered by Section 13.00.00, Steel Fabricators and Erectors, and work covered by Section 14.00.00, Piledriving, which work and equipment shall be covered by Section 14.00.00, Piledriving. It shall also apply to all maintenance, modification and repair work and facilities, on-site or off-site, of an Individual Employer in the area covered by this Agreement, except an off-site repair or maintenance facility with respect to which the Individual Employer is in a bona fide collective bargaining relationship with a labor organization covering such Individual Employer's off-site maintenance and repair facility at the time the Individual Employer becomes a party to, or covered by, this Agreement. This Agreement shall also apply to the operation, modification, maintenance, and repair of equipment covered by this Agreement (including the additions under provision for Additional Work or Classifications, Section 20.00.00) established for the production of borrow, rip-rap, rock, sand, gravel, aggregates of all kinds, concrete (excluding cement), asphalt or macadam or other road-surfacing materials (excluding oil) by an Individual Employer or his subcontractor which is to be incorporated into a specific job(s) or project(s) of the Individual Employer so long as such material is actually being produced or delivered to such job or project; such work will be considered on-site.

02.06.00 This Agreement shall cover and apply to all Employees.

02.07.00 **Coverage.** This Agreement shall cover and apply to Northern California, which term means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County, and the westerly boundaries of Inyo and Mono Counties.

02.08.00 Bargaining Representatives.

02.08.01 The Union hereby recognizes and acknowledges that Employer is the collective bargaining representative of the Individual Employers authorizing the Employer to represent said person or entity with respect to collective bargaining and labor relations with the Union.

02.08.02 This Agreement shall bind each and every Individual Employer as set forth in Section 02.02.00 who has authorized the Employer to represent it with the same force and effect as if the Agreement were entered into by each such Individual Employer. Except as provided in Section 02.02.02, each such Individual Employer shall be and continue to remain bound to this Agreement for and during the term of this Agreement irrespective of whether such Individual Employer shall withdraw its authorization, resign, or be expelled from the Employer prior to the expiration date of this Agreement. However, any Individual Employer who is no longer a member of the Employer shall not be represented by the Employer and shall not be covered by the provisions of Section 18.00.00 (Settlement of Disputes).

02.08.03 The Employer and each Individual Employer covered hereby recognizes and acknowledges OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, as the exclusive collective bargaining representative of all Employees covered by this Agreement. The Employer, on it own behalf and on each Individual Employer's behalf, acknowledges that it and they have collective bargaining relationships with the Union within the meaning of Section 9 of the National Labor Relations Act.

02.08.04 The wage rates, working conditions, and hours of employment and other conditions of employment herein provided have been negotiated by the Union with the Employer. The Union will give the Employer a copy of all agreements it enters into with any employer which covers on-site work covered by this Agreement which has terms and conditions which are different from this Agreement. An Individual Employer engaging in on-site work of the same type as that covered by such agreement may, upon written notice to the Union, become a party to such agreement.

02.08.05 **Project Labor Agreements**: The Union will notify the Employer before it or its agents engage in negotiations for a project labor agreement with an employer, construction manager, public agency or private owner.

03.00.00 ADMINISTRATIVE PROVISIONS

03.01.00 **Pre-Job Conferences.** The Individual Employer or an Employer shall notify the Union at least one (1) week prior to the commencement of work by an Employee or Employees covered by this Agreement on all jobs or projects where the estimated or agreed price to be paid to the Individual Employer is $3,000,000.00 or more. If the Individual Employer conducts a Pre-Job Conference with any other basic craft for a job or project of less than $3,000,000.00, it will notify the Union and the Union may participate in the Pre-Job Conference.

03.01.01 Upon request of the Union, a Pre-Job Conference shall be held. The location shall be at the option of the Employer or Individual Employer. In the event a Pre-Job Conference is not held within two (2) weeks after a written request to the Individual Employer from the Union, Section 18.03.00 shall not be in effect until such Pre-Job Conference is held.

03.01.02 All understandings reached at such Pre-Job Conference shall be reduced to writing in a Pre-Job Conference Report and signed by the Individual Employer or Employer and the Union. Such understandings shall be within the scope and terms of this Agreement. For Keymen, refer to 04.08.02 of the Job Placement Regulations.

03.02.00 **Records and Requests.** Each Individual Employer shall provide a proper means for registering time, working time and quitting time of its Employees and owner-operators. In the event of a specific dispute regarding time, wages or fringe benefit payments of its Employees, or over any matter pertaining to an owner-operator, upon written

request by the Union, delivered to the Employer and the Individual Employer, the Individual Employer's records relating to said dispute regarding time, wages and fringe benefit payments of its Employees, regardless of classification, or a dispute regarding owner-operators, and the Individual Employer's records relating to said dispute shall promptly be accessible to a Business Representative, auditor or other official of the Union during working hours.

03.02.01 In the event the Employer disputes the relevance of the records regarding a specific dispute referred to in 03.02.00 above, said dispute shall be subject to the provisions of Section 18.00.00.

03.02.02 In the event an Individual Employer fails or refuses to confirm an audit appointment within fourteen (14) days following demand or fails or refuses to submit to an audit within thirty (30) days upon demand, the Union shall not be bound by the provisions of Section 18.00.00 and shall be free to withdraw any or all of the Employees of such Individual Employer and such withdrawal shall not be a violation of this Agreement. Provided, however, the Union shall not withdraw Employees for forty-eight (48) hours after written notification to the Employer of the failure to confirm an audit appointment or the failure to submit to an audit whichever the case shall be, and the Individual Employer shall bear the expenses incurred by the auditor for such forty-eight (48) hour delay.

03.02.03 Upon written request of the Union, the Individual Employer shall notify the Union of his intent to perform work on Saturday, Sunday, or a holiday, of the location of job and the number of Employees he intends to employ.

03.03.00 **Employee Termination.** The Individual Employer shall notify the Job Placement Center on a form supplied by the Job Placement Center of the names of all Employees who have quit or who have been terminated during the week. (Termination shall mean severance of employment and not temporary layoff.) Such form is to be mailed to the Job Placement Center servicing the job or project not later than Monday of the week following the week of such severance of employment. The Union shall notify the Employer in writing each time any Individual Employer fails to make such report. Any Individual Employer failing to make such report three (3) times in one (1) calendar year shall for such failure to report pay one hundred dollars ($100) into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund and one hundred dollars ($100) for each additional failure. In the event an Employee is terminated, the Individual Employer shall indicate on the discharge slip the reasons for discharge, i.e., reduction in force, not qualified, termination of job, etc.

03.03.01 **Employee Transfer.** No Employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll, except in accordance with the Job Placement Regulations.

03.04.00 **Conflicting Contracts.** Any oral or written agreements between any Employer, any signatory Association, or any Individual Employer, and an Employee which conflicts, or is inconsistent with this Agreement or any supplemental Agreement hereto, or which disestablishes, or tends to disestablish the relationship of Employer, Individual Employer, and Employee, or which reestablishes an employment relationship other than that of Employee, shall forthwith terminate.

03.04.01 No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental Agreements hereto, shall hereafter be entered into by an Individual Employer.

03.04.02 No Employee shall be asked to sign any form relating to his medical history unless required by law or Governmental regulation. This Section shall continue to be applicable until such time as the parties to this Agreement mutually develop and agree to implement an acceptable program.

03.05.00 **General Savings Clause.** It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency. The parties hereto agree that in the event that any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations, nevertheless the remainder of the Agreement shall remain in full force and effect, unless the parts so found

to be void are wholly inseparable from the remaining portion of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

03.06.00 **Favorable Legislation.** In the event legislation covering hours of labor, overtime or other conditions of *employment applicable to any work covered by this Agreement is enacted, then and in that event, effective on the* effective date of such legislation, such more favorable provisions shall be added to this Agreement and this Agreement modified to conform herewith, applicable to all work covered by this Agreement bid or let on or after the date such provision is added to this Agreement.

03.06.01 **Federal Emergency Energy Conservation Plan.** In the event that a compressed workweek measure under the Federal Emergency Energy Conservation Plan or under any other Federal successor plan is adopted *during the term of the Agreement which requires a deviation in terms of starting time or length of the regular shift, the* parties agree to negotiate a modification of this Agreement.

03.07.00 **Liability of the Parties.** It is mutually understood that neither the Employer, any Individual Employer, nor the Union shall be liable for damages caused by the acts or conduct of any individual or groups of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the *Employer, the Individual Employer or the Union, as the case may be.*

03.07.01 In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, the Employer, or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

03.07.02 In the event the Union, or the Employer, the Individual Employer, or either of them, as the case may be, after notice of such violation, do not promptly take such affirmative action as is within their power to correct and to terminate such violation, then 03.07.00 shall be of no force and effect.

04.00.00 EMPLOYMENT

04.01.00 **Hiring.** All hiring shall be subject to and in accordance with the Job Placement Regulations of this Agreement except where such regulations are superseded by the provisions of the Second Amended Consent Decree in Civil Case No. C-71-1277 MHP, as modified or as may be subsequently modified during the term of this Agreement.

04.01.01 It shall be the responsibility of the Individual Employer, when ordering Employees or applicants, to give the Union all the pertinent information regarding each Employee's or applicant's employment, which shall include the classification of work and classification number when available under which the Employee or applicant for employment will be dispatched. Any applicant for employment so dispatched who does not possess the qualifications to perform the work for which he is dispatched shall not be eligible for show-up pay.

04.02.00 **Union Security.** All Employees covered by this Agreement employed at the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the Union (that is the parent Local Union or the appropriate subdivision of the Union as determined from time to time by the Union by classification) within eight (8) days following the beginning of their employment or the effective date of this clause, whichever is the latter. This clause shall be enforceable to the extent permitted by law.

04.02.01 All Employees covered by this Agreement not employed on the site of construction, alteration, painting or repair of a building, structure or other work shall be required, as a condition of employment, to apply for, and to become members of, and to maintain membership in, the Union (that is the parent Local Union or the appropriate subdivision of the Union as determined from time to time by the Union by classification) within thirty-one (31) days following the beginning of their employment or the effective date of this clause, whichever is the latter. This clause shall be enforceable to the extent permitted by law.

04.02.02 The Union recognizes its obligations and therefore assumes full responsibility to every Employee discharged for failing to comply with the provisions of 04.02.00 and 04.02.01 last above set out, as a result of a written request from the Union to the Individual Employer of the Employee.

04.02.03 Any Employee discharged for failing to comply with the provisions of 04.02.00 and 04.02.01 above, as the case may be, while actively employed shall, before registering in a Job Placement Center for dispatch under this Master Agreement, tender to the Union his initiation or reinstatement fee and current quarterly dues in the form and manner regularly required by the Union, and the Union shall issue a receipt therefor. Upon presentation of such receipt to the Job Placement Center as evidence of such tender, the Employee shall be permitted to register as if he had never been discharged for such non-payment.

04.03.00 **Discharge of Employee.** No Employee shall be discharged or discriminated against for activity in or representation of the Union. The Union shall be the sole judge of the qualifications of its members.

04.03.01 The Individual Employer shall be the judge of the qualifications of all of his Employees and may on such grounds discharge any of them.

04.03.02 No Employee shall be discharged without "just cause." In the event of discharge without "just cause," the Employee may be reinstated with payment of wages and fringe benefits for time lost. Disputes concerning the existence of "just cause" shall be determined under the grievance procedures provided for in Section 18.00.00. Employees discharged for "just cause" shall be paid only for actual time worked. An Employee who is terminated by an individual Employer for discrimination based on race, sex or other basis prohibited by employment discrimination laws, including race or sexual harassment, may not register with the Job Placement Center for fifteen (15) days following the date the Employee is terminated for a first offense and may not register with the Job Placement Center for thirty (30) days following the date the Employee is terminated for any subsequent offense. If the union files a grievance on such an Employee's behalf, the parties shall expedite the grievance/arbitration procedure. The Board of Adjustment shall issue a bench decision in all such discharge cases. If the Union files a grievance, the fifteen (15) day and thirty (30) day restrictions will not begin until the date the grievance procedure is exhausted as provided herein.

The parties may initiate mediation for any dispute concerning the "No Discrimination/No Harassment" provisions of this Agreement. If they do, the grievance procedure will be held in abeyance during the mediation.

04.03.03 No Employee covered hereby may be discharged for refusing to cross a lawful primary picket line established by the International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof; provided, however, if the picketing or picket line is disapproved by the Unions affiliated with the Heavy and Highway Committee including the District Council of Ironworkers, International Association of Bridge, Structural and Ornamental Iron Workers and Piledrivers, Bridge Wharf and Dock Builders, the Union shall not recognize it. The Heavy and Highway Committee shall approve or disapprove the picket or picketing within twenty-four (24) hours of notification by the Individual Employer, during which period of the time, the Employees covered by this Agreement shall continue to work. This provision shall not apply to a jurisdictional picket line. However, an Employee of an Individual Employer who refuses to report to the job or project of an Individual Employer and perform his work for the Individual Employer when directed so to do by the Union under the provisions of 03.07.01 may be

discharged by his Individual Employer. Such discharged Employee may register in any Job Placement Center, but he shall be ineligible for dispatch until the sixtieth (60th) day after the date of his discharge.

04.04.00 **Owner-Operator**. Whenever "Owner-Operator" is used in this Section, it means Operating Engineer Equipment Operator-Employee only, and does not apply to a Heavy Duty Repairman/Welder or a Lubrication and Service Engineer or equipment (generators, welding machines, fixed drills, lathes, pickup trucks, grease trucks, lube trucks or trucks and trailers) used by them or either of them and necessary or advisable for the performance of any work of a Heavy Duty Repairman/Welder or Lubrication and Service Engineer. With respect to the classifications and equipment above excluded from this Owner-Operator clause, no such equipment shall be used on any job or project if such equipment is owned, rented, or leased by the Employee using such equipment or by a member of his immediate family.

04.04.01 This Section shall only apply to an Owner-Operator who has legal or equitable title to his or her equipment and who personally operates that equipment in the performance of his or her work.

04.04.02 This Section shall not apply to any other form of business entity, partnerships, limited partnerships, corporations, joint ventures, etc.

04.04.03 Any other business entity shall be subject to Section 05.00.00 *APPLICATION TO SUBCONTRACTORS.*

04.04.04 Any Owner-Operator who is a member of the Union in good standing and who possesses a valid contractor's license shall have the option of electing, in writing, not to be placed on the Individual Employer's payroll. If the Owner-Operator elects not to go on the payroll, the Individual Employer shall pay into the Pensioned Health and Welfare and Affirmative Action Trust Funds at the required contribution rates. The Individual Employer shall notify the Union of the option selected. Each of the Funds agrees to defend the legality of this Subsection in any action to which it is a party. Each of the parties to this Agreement specifically agrees to join in the defense of any action brought by any person or entity claiming that this Subsection is unlawful.

04.04.05 Any Owner-Operator who is not a member in good standing of the Union shall be on the payroll of the Individual Employer with full fringes being paid from the first (1st) day of employment.

04.04.06 The Individual Employer may not circumvent the provisions of this Section by utilizing Section 05.00.00, *APPLICATION TO SUBCONTRACTORS* to subcontract to operators of individually-owned and manned pieces of equipment. In the event that occurs, the Individual Employer shall be liable for full fringes plus twenty-five percent (25%).

04.04.07 Owner-Operators shall not be subject to the provisions of Sections 04.06.00 through 04.12.00 or be considered an Employee for the purposes of 04.10.24[ii] of the Job Placement Regulations of this Agreement, provided the Job Placement Center servicing the job or project shall be notified of the name, address and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator reports for work regardless of how long he works.

04.04.08 In the event an Individual Employer has failed to notify the Job Placement Center servicing the job or project of the name, address and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator has reported for work to said Individual Employer, and said Individual Employer is subsequently found by audit or otherwise to have violated any of the Owner-Operator provisions of Section 04.00.00 resulting in the failure to pay wages and/or fringes under this Agreement, such Individual Employer's liability under Section 18.04.00 shall be for the payment of an amount equal to the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%). Such liability shall be for not more than the sixty (60) -day period prior to written notification by the Union to the Individual Employer and Employer notwithstanding any other provision of said Section 18.04.00. Provided, however, if said Individual Employer can

establish from records maintained in the normal course of business that the Job Placement Center has received the required twenty-four (24) -hour notice and is subsequently found to be in violation, the Individual Employer's liability for payment under Section 18.04.00 shall be limited to fringe benefits only for not more than the sixty (60) -day period prior to written notification by the Union to the Individual Employer and the Employer. Of the liquidated damages provided for in this Section, an amount equal to the amount of the fringe benefits, if any, that should have been paid but were not, shall be credited to the Owner-Operator; the balance shall be paid into the Operating Engineers' Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund.

04.04.09 The Individual Employer who utilizes an Owner-Operator shall provide, upon the request of any authorized agent of the Union, copies or original records made reflecting the hours worked, equipment used, and payments made by the Individual Employer to the Owner-Operator and on the Owner-Operator's behalf.

04.04.10 The Individual Employer expressly reserves the right to control the details of the manner, time and means by which the Owner-Operator performs his services, as well as the ends to be accomplished, and shall be the sole judge of the capability of the Owner-Operator's equipment to perform the work required to be performed, and may, if the Individual Employer determined that the Owner-Operator's equipment is not capable of performing the work required to be performed, terminate such Owner-Operator's services. Failure to work the day or half-day out as directed shall terminate the Owner-Operator's employment, and he shall be paid only for actual time worked prior to such failure. The Individual Employer shall not pay for time spent by the Owner-Operator in repairing, servicing or maintaining his equipment after termination of employment, or before or after his shift, as the case may be.

04.04.11 Any Owner-Operator who employs Operating Engineers under a subcontract with an Individual Employer signatory to a collective bargaining agreement with the Union shall comply with the terms of Section 05.00.00.

04.04.12 If an Owner-Operator who meets the criteria set forth in 04.04.04 above elects not to go on the payroll of the Individual Employer, the parties agree that the Owner-Operator shall be compensated in an amount equal to the total hourly compensation rate that would have been paid an Employee of the Individual Employer performing similar work plus a reasonable rate for rental of the Owner-Operator's equipment. For the purpose of this provision, the total hourly compensation rate referenced above shall include the applicable wage rate plus the amount that would have been contributed on an Employee's behalf to the Pension Trust Fund, Health and Welfare Trust Fund and Vacation and Holiday Pay Plan.

04.04.13 Any Owner-Operator who has elected to go on the payroll of the Individual Employer shall be governed by the terms of this Agreement as written, and each such Owner-Operator must specifically waive any claim of exemption from any provision of said Agreement based upon an assertion of independent contractor status. Any Owner-Operator member who elects to not go on the payroll must waive any claim of Employee status and rights under 29 United States Code 157.

04.04.14 Compensation for the equipment shall be by check for the full amount due, less any agreed advances. A statement of any charges by the Individual Employer shall be issued at the same time.

04.04.15 The Owner-Operator shall provide and have sole responsibility for fuel, oil, grease, tires, tubes, repairs, and any other items necessary to operate his equipment. He shall have complete freedom to purchase any such items at any place where efficient service and satisfactory products can be obtained at the most favorable prices.

04.04.16 There shall be no interest or handling charge on earned money advanced prior to the regular payday.

04.04.17 The provisions of this Section have been negotiated and agreed upon by and between the parties for the objects and purposes expressed in 04.04.19. The parties have not undertaken to negotiate for the Owner-Operator-Employees any profit whatsoever for the leasing and rental of the equipment they operate. On the contrary, compensa-

tion for the equipment shall be set by agreement between the Individual Employer and the Owner-Operator at a level which will not circumvent or defeat the payment of wages and fringe benefit payments and conditions of any Employee covered by this Agreement.

04.04.18 There shall be no reductions by reason of the signing of this Agreement where the present basis of payment is more favorable to the Owner-Operator than the basis provided for herein.

04.04.19 It is further mutually understood and agreed that the intent of this Section is to assure the payment of wages, subsistence and fringe benefit payments and the observance of the conditions provided in this Agreement, and to prohibit the making and carrying out of any plan, scheme or device to circumvent or defeat the payment of wages, subsistence and fringe benefit payments and the observance of the conditions provided in this Master Agreement.

04.04.20 It is further agreed that the Individual Employer will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this Section of this Agreement, nor shall any Owner-Operator's arrangement with an Individual Employer be entered into for the purpose of depriving any other Employee of employment. In the event that the Individual Employer has available equipment on the job during the period of the repair of the Owner-Operator's equipment, and for a period not to exceed two (2) shifts and so long as no other Employee is laid off to provide work for such equipment, an Owner-Operator may be assigned to operate equipment not furnished by him, but except under such circumstances the Owner-Operator shall be exclusively assigned to the equipment furnished by him.

04.04.21 Reckoning of time on an Owner-Operator's last day of employment shall be as follows: All time worked during the first (1st) four (4) hours shall be reckoned by the half-shift. All time worked beyond the first four (4) consecutive hours shall be reckoned by the hour.

04.04.22 Notwithstanding any other provision of this Agreement, an Owner-Operator who has worked as an employee (or as an Employee) shall be subject to 04.02.00 after seven (7) days' employment by the Employer and/or one (1) or more Individual Employers. No Owner-Operator shall have any right to enforce this Agreement by grievance, arbitration or otherwise until he has been placed on the payroll of an Individual Employer as an Employee.

05.00.00 APPLICATION TO SUBCONTRACTORS

05.01.00 The purpose and intent of this Section is to preserve and protect employment opportunities and terms and conditions of employment of all Employees covered by this Agreement to the maximum extent permitted by law.

05.02.00 No on-site work covered by this Agreement which historically has been performed by the Individual Employer, or by the industry if the Individual Employer has no such history, on the site of a job or project shall be performed off the site of a job or project.

05.03.00 **Definition of Subcontractor.** A subcontractor is defined as any person (other than an Employee covered by this Agreement or an individual Owner-Operator [unless Owner-Operator is employing Employees]), firm or corporation who agrees orally or in writing, to perform, or who in fact performs for, or on behalf of, an Individual Employer, any part or portion of the work covered by this Agreement.

05.04.00 **On-Site Work.** With respect to on-site work covered by this Agreement, that is, work done or to be done at the site of the construction, alteration, painting or repair of a building, structure or other work.

05.04.01 The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any on-site work covered by this Agreement, and said subcontractor with respect to such on-site work shall be considered the same as an Individual Employer covered hereby.

05.04.02 That if an Individual Employer shall subcontract on-site work as herein defined, such subcontract shall state in writing that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement in the performance of his subcontract.

05.04.03 Subsections 05.04.01 and 05.04.02 shall not apply to subcontractors who perform landscape work, wood fencing, wood retaining walls, slurry seal, striping, hydro seeders, straw blowing, silt fencing and/or hay baling if the non-signatory subcontractor who performs such work submits a bid which is more than twenty percent (20%) lower than a signatory subcontractor's bid or no signatory subcontractor submits a bid. This provision is applicable only if the Individual Employer solicits bids from signatory subcontractors.

05.05.00 Regardless of anything in this Agreement to the contrary, no on-site work covered by this Agreement of a Heavy Duty Repairman or a Lubrication or Service Engineer or an Employee who operates or maintains the following equipment generators or welding machines or uses in the performance of his work fixed drills, lathes, pickup trucks, grease trucks, lube trucks and trailers or any or all of them will be subcontracted to any person or individual if such person or individual performs any such work.

05.06.00 The Individual Employer shall provide a list of subcontractors who will perform unit work under this Agreement as set forth in Section 02.05.00 where the subcontract amount is over $25,000.00. Notice at a pre-job conference will satisfy the requirements of this Section. Furthermore, the Individual Employer shall provide written notice prior to the commencement of work by the subcontractor of any such subcontract entered into subsequent to a pre-job conference with a subcontractor who will perform unit work under this Agreement as set forth in Section 02.05.00. Any Individual Employer who has given such notice and requires the subcontractor to agree to comply with and observe the provisions of Subsection 05.04.00 hereof with respect to the jobsite work shall not be liable for any delinquency by such subcontractor in the payment of any wages, fringe benefits or contributions provided herein except as hereinafter provided.

05.06.01 In the event the Union questions compliance by a subcontractor with the provisions of this Section, the Union shall so notify the Employer, the Individual Employer and subcontractor in writing, and the subcontractor shall furnish to the Union within fifteen (15) days, a written itemized record of all pertinent information. Additionally, where itemized payroll records are required for submission to public contractor agencies on behalf of subcontractors, the subcontractors shall furnish copies of such submission to the Union upon written request. If the subcontractor refuses, the Individual Employer shall cause the subcontractor to supply the information. The provisions of this Section shall not be applicable if the subcontractor is an Individual Employer signatory to this Agreement.

05.06.02 If any subcontractor shall become delinquent in the payment or meeting of the obligations set forth in 05.00.00, the Union shall promptly give written notice thereof to the Individual Employer and subcontractor specifying the nature and amount of such delinquency as nearly as can be ascertained. If such notice is given, the Individual Employer shall withhold the amount claimed to be delinquent out of any sums due and owing by the Individual Employer to such subcontractor and shall pay and satisfy therefrom the amount of such delinquency by such subcontractor. Any dispute as to the existence or amount of such delinquency shall be settled as provided in Section 18.00.00 hereof and if the subcontractor is found in violation, the Individual Employer shall be obligated to pay the amount determined to be due, including liquidated damages as described above, out of the money so withheld from the subcontractor, into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

05.06.03 The Individual Employer shall not be liable for any such delinquency occurring more than seventy-five (75) days prior to the receipt of the written notice from the Union as provided by 05.06.01.

05.07.00 Unless a subcontractor is an Individual Employer signatory to this Agreement, this Agreement shall not cover any other jobs or projects of the subcontractor, and the application of this Agreement to the subcontractor pursuant to these provisions shall terminate contemporaneously with the termination of such subcontract with the Individual Employer.

05.08.00 In the event bid specifications contain MBE/DBE/WBE/DVBE requirements, upon request, the Union will meet with the Individual Employer with the primary intent of assisting the Individual Employer in fulfilling the legal requirements of said bid specifications.

06.00.00 WORKING RULES

06.01.00 Five consecutive days of eight (8) consecutive hours (exclusive of meal period) for single or first shift Employees, and seven and one-half (7-1/2) consecutive hours (exclusive of meal period) for second shift Employees, and seven (7) consecutive hours (exclusive of meal period) for third shift Employees, Monday through Friday inclusive, shall constitute a week's work.

06.01.01 **Four (4) by Ten (10) Workweek.** To the extent permitted by law, an Individual Employer, may establish a four (4) by ten (10) hour workweek, Monday through Friday, provided all other crafts employed by the Individual Employer on the job are performing work on the same basis. It is further provided, however, that the normal workweek under this provision shall be Monday through Thursday, unless bid specifications require otherwise, and any modification of said Monday through Thursday workweek is established prior to starting the job or project. In the event that work cannot be performed Monday through Friday because of inclement weather shut down, a holiday or major mechanical breakdown or shortage of materials beyond the control of the Individual Employer, Friday or Saturday may be scheduled as a workday and Employees paid at the applicable straight-time rate. Overtime shall be paid as provided in this Agreement except that overtime shall be paid for all work performed over ten (10) hours or before a shift begins. The overtime provisions of this Agreement applicable to Saturdays, Sundays and holidays shall apply to this Section. On shift work, i.e.; a two (2) -shift operation, the provisions of this Agreement applicable to shift work shall apply consistent with the ten (10) -hour day.

Plants and Shops. To the extent permitted by law, a four (4) by ten (10) hour workweek may apply to plants or shops, Monday through Friday upon mutual agreement of a majority of Employees at each plant or shop, the Individual Employer and the Union. The workweek may commence on Monday and Tuesday unless otherwise agreed to by the Employees, the Individual Employer and the Union. Any four (4) by ten (10) hour workweek established shall be four (4) consecutive days.

06.01.02 **Monday through Saturday.** To the extent permitted by law, Saturday work may be performed at straight-time rates in the event of time lost during the workweek due to one or more of the following conditions: inclement weather, major mechanical breakdown or shortage of materials beyond the control of the Individual Employer, provided the total straight-time hours worked by any Employee in any one (1) week including Saturday make-up work, shall not exceed forty (40) hours. Saturday make-up work shall be performed on a voluntary basis only, and no Employee shall be discharged or otherwise disciplined for his refusal to perform such work.

06.01.03 The above Section shall not apply when working in conjunction with and/or in support of another craft employed by the Individual Employer and receiving overtime for Saturday work. Where such other craft is receiving overtime, the Employees covered by this Agreement shall be compensated on the same basis.

06.02.00 Not less than one-half (½) of a shift or a full shift from April 1st through November 15th and not less than one-half (½) of a shift, three-quarters (3/4) of a shift or a full shift from November 16th through March 31st at the applicable rate shall be paid for the work performed on any one (1) shift subject to Section 06.22.00 of this Section, except that on the first (1st) day of employment; on jobs of less than one (1) day's duration; on the last day of the job; and on any day that the work on a job or project is suspended on account of weather conditions, by written order of the Contracting Authority, or by any Governmental agency having the authority to suspend the work, by the unavailability of fuel, power or water, and on days on which there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), not less than four (4) hours at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

06.03.00 **Reckoning of Time.** Straight-time hours of employment shall be reckoned by the half (1/2) shift and the full shift from April 1st through November 15th and by the half (1/2) shift, three-quarters (3/4) shift and the full shift from November 16th through March 31st, except as otherwise provided in Section 06.02.00 above. Overtime hours of employment before and after a shift shall be reckoned by the hour and half-hour at the applicable overtime rate. Overtime on Saturdays, Sundays or holidays shall be reckoned as provided in Section 06.22.00. If an Employee quits work on his own, he shall be paid only for actual time worked.

06.03.01 Provided, however, in cases of emergency, Employees called out to work "the second half of the shift" during the normal straight-time hours shall receive not less than four (4) hours at the applicable overtime rate.

06.03.02 Employees who work on a chip seal job shall be paid not less than four (4) hours at the applicable rate. Work performed in excess of four (4) hours up to a full shift shall be reckoned by the hour.

06.04.00 On a single shift, eight (8) consecutive hours or ten (10) consecutive hours (exclusive of meal period) shall constitute a shift's work; the regular starting times of the single shift shall be between 5:00 a.m. and 10:00 a.m. An earlier or later starting time may be established by agreement between the Union and the Individual Employer. The Individual Employer shall not engage in any scheme, device or subterfuge to circumvent Sections 06.04.01 and/or 06.14.01, including, but not limited to changing Employees from one piece of equipment to another, or from one assignment to another, moving equipment and/or Employees from one work site to another, or using a different piece of equipment to perform the work.

06.04.01 The Heavy Duty Repairman and/or Welder performing a particular heavy duty repair assignment shall be given the first choice to perform the assignment before or after the shift.

06.04.02 **Paving, Soil Stabilization or Pipelaying Crews only.** The regular starting times of the single shift shall be between 5:00 a.m. and 9:00 a.m.

06.04.03 **Special Single Shift.** When the Individual Employer produces evidence in writing to the Union of a bona fide job requirement for a public agency or a public utility which certifies that some or all of work can only be done other than during the normal shift hours, and notifies the Union by certified mail at least three (3) days before the start of such special shift (except in the case of emergency), the Individual Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift) (exclusive of meal period), Monday through Friday. Such shift shall be in accordance with the provisions of Section 06.02.00.

1. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for Employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double (2) time to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday and the applicable straight-time rate paid from 8:00 p.m. Sunday until completion of the eight (8) -hour special single shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1-1/2).

2. Flexible starting times shall be permitted for crews on a special single shift whenever an Operating Engineer Foreman is employed on the special single shift.

06.04.04 Employee's straight-time rate shall be the applicable wage rate set forth in 01.03.00, 01.03.01, 01.03.02, *01.03.03, 01.03.06 and 01.04.00 for Special Single Shift work.*

06.04.05 For the purposes of this Section, Saturday shall begin at the close of the regularly established shift on Friday.

06.04.06 **Special Service and Maintenance Shift.** Upon written notice to the Union, an Individual Employer may initiate a special service and maintenance shift (not to include heavy duty repair) other than during the normal shift hours. The Employees' straight-time wage rate for all work on such special service and maintenance shift shall be the applicable wage rate set forth in Group 4 of this Agreement. For the purpose of this Section, changing filters and belts and making minor adjustments are not considered to be heavy duty repair.

Once an Individual Employer has established a starting time for a special service and maintenance shift, it shall not be changed except by mutual consent of the Union and the Individual Employer.

06.05.00 When two (2) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the first shift, for which eight (8) hours shall be paid; and eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work for the second (2) shift, for which eight (8) hours shall be paid, at the Second Shift Wage Rates set forth in Section 01.03.00. Such shifts shall run consecutively. The straight-time hours for the second shift shall commence not later than three (3) hours after the end of work (either straight time or regularly scheduled overtime) on the first shift. On two-shift operations, the first shift shall have regular starting time not earlier than 6:00 a.m., and not later than 8:00 a.m. Once such two-shift operation and starting time have been established, they shall not be terminated other than on a Friday (except upon completion of the job), provided that the starting times may be changed by mutual consent. Shift hours and the applicable straight-time or overtime rate shall be paid whenever shifts are worked under the above conditions including Saturdays, Sundays and holidays.

NOTE: A wage rate by Group is established for second (2nd) shift. Second Shift Wage Rates for Groups 1-8A, Steel Erection and Piledriving are set forth in Sections 01.03.00, 01.03.01, 01.03.02, 01.03.06 and 01.04.00 and will be paid on the basis of eight [8] hours' work for eight [8] hours' pay.

06.06.00 When three (3) shifts are employed for five (5) or more consecutive days (or less if by mutual written agreement), the first shift of the day shall work eight (8) consecutive hours (exclusive of meal period), for which eight (8) hours shall be paid. The second shift shall work seven and one-half (7-1/2) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid, and the third shift shall work seven (7) consecutive hours (exclusive of meal period) for which eight (8) hours shall be paid. Such shifts shall run consecutively. The straight-time hours for the third shift shall commence not earlier than the end of work and not later than one (1) hour after the end of work (either straight time or regularly scheduled overtime) on the second shift. On three-shift operations, the first shift of the day and of the workweek shall start at 8:00 a.m. Monday, and such workweek shall end with the closing of the third or graveyard shift Friday or at 8:00 a.m. Saturday, whichever is earlier, and 8:00 a.m. Monday shall be compensated for at the applicable overtime rate. Once established, shift rate shall apply on all work thereafter, including Saturdays, Sundays and holidays. Once such three-shift operations have been established they shall not be terminated other than on a Friday (except upon completion of the job).

06.07.00 On a single- and two-shift operation, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Saturday shall run from the close of Friday's third or graveyard shift to 8:00 a.m. Sunday.

06.07.01 On a single- and two-shift operation, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday or at the close of the regularly scheduled second shift, whichever is later. On a three-shift operation, Sunday shall run from 8:00 a.m. Sunday to 8:00 a.m. Monday.

06.07.02 The straight-time starting time for Employees on each shift shall be the same for all Employees employed on that shift.

06.08.00 On "Multiple-shift operations" (a two- [2] and/or three- [3] shift job), in addition to the two and/or three shifts, a single shift of eight (8) consecutive hours (exclusive of meal period) may be established, provided it is for five (5) or more consecutive days and has its own Operating Engineer Foreman where required, or if a Foreman is not required, is under separate supervision and further provided that on a two- or three-shift job such single shift is not related to and is not in conjunction with the work on the two- or three-shift operation. The regular starting time of such single shift shall be between 6:00 a.m. and 8:00 a.m.; provided, however, once such starting time has been established on a job or project, it shall not be changed except by mutual consent of the Union and the Individual Employer.

06.09.00 In the case of a multiple-shift operation, in no event shall the number of Employees on a second (2nd) or third (3rd) shift exceed the number of Employees on the first (1st) shift by more than fifty percent (50%). The foregoing may be modified by mutual agreement of the Union and an Individual Employer.

06.10.00 On multiple-shift operations, no shift shall work more than ten (10) hours, except in the event of an on-the-job emergency.

06.11.00 No single-shift Employee shall relieve a multiple-shift Employee, and no multiple-shift Employee shall relieve a single-shift Employee.

06.12.00 In the case of a multiple-shift operation, the Individual Employer will endeavor to fairly distribute overtime work on Saturdays, Sundays or holidays.

06.13.00 For the purposes of establishing shift operations, the Employees of the Individual Employer and the Employees of any subcontractor or other Individual Employer shall be considered separately.

06.14.00 No Employee shall work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. No arrangement of shifts shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

06.14.01 Where there is equipment to be operated on a single-shift operation before the single shift begins or after it ends, or on a Saturday, a Sunday or a holiday, the Operating Engineer who regularly operates the particular piece of equipment shall be given first choice to perform the work, for not to exceed twelve (12) hours except in an emergency, and if an Assistant to Engineer is required, the Assistant to Engineer who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work.

06.15.00 Where in any locality existing traffic conditions, weather conditions or power availability render it desirable to start the day shift at an earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employer and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

06.16.00 If a breakdown occurs on equipment operated by Employees covered by this Agreement, it shall be at the discretion of the Individual Employer whether the Operator and his Assistant to Engineer or other Employees shall make the repairs including routine maintenance.

06.17.00 The recognized established practice regarding the starting and warming up of equipment by Employees under this Agreement shall not be changed.

06.18.00 No Employee shall be required to work alone during the hours of darkness when performing maintenance work on equipment. This provision shall not apply to Employees servicing and/or starting equipment one (1) hour prior to the start of a shift.

06.19.00 **Meal Period.** There shall be a regularly scheduled meal period. The meal period shall be one-half (½) *hour and shall be scheduled to begin not more than one-half hour before and completed not later than one hour after the* mid-point of the regularly scheduled hours of work for each Employee's shift. The meal period for Mechanics, Service and Lubricating Engineers, may be scheduled to permit work at the applicable straight-time rate during the regularly scheduled meal period.

06.19.01 If the Individual Employer requires the Employee to perform any work included in 02.04.00 of this Agreement through his scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

06.19.02 Where it is necessary for such machines as compressors, refrigeration plants and pumps to operate during the lunch period, the operator of such machines shall receive pay for the lunch period at the applicable overtime rate only if required by the Individual Employer to monitor or service such machines.

06.20.00 **Foremen and Shifters.** No foremen or shifters shall be allowed to perform any work covered by this *Agreement or operate any equipment covered by this Agreement, except as provided in the Special Provisions Concern*ing Foremen Other Than General Foremen, Section 21.00.00.

06.21.00 **Show-Up Time.** When an Employee reports on his shift, or when dispatched and he reports at the agreed time and designated place and there is no work covered by Section 02.04.00 provided for him by the Individual Employer, he shall be paid two (2) hours at the rate applicable to his classification at the straight-time hourly or overtime rate applicable on that day as show-up time; if the Employee is requested to stand by, and does so, and is given no work, he shall be paid four (4) hours' pay at the rate applying to the job or unless such Employee or applicant reported in a condition unfit to perform his work or unless such applicant was rejected by the Individual Employer in accordance with the provisions of the Job Placement Regulations of this Agreement, Section 04.10.39. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00 and 06.03.00 of this Section. If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2) *hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times* of his correct address and telephone number. When the Employee has no telephone, or when the Employee cannot be reached at the number furnished to the Individual Employer, he shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 13.00.00 and 14.00.00 of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

06.22.00 Whenever an Employee is called out to work or employed on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable overtime rate. On a two-shift or three-shift job if Employees are called out to work or employed on the first shift on a Saturday, Sunday or holiday, the above shall apply but if any *Employees are called out or employed to work on a second or third shift on Saturday, Sunday or holiday all shift work* Employees called out or employed shall be compensated in accordance with either Section 06.05.00 or 06.06.00, as the case may be.

06.23.00 In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employee shall be paid at least two (2) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

06.24.00 The holidays referred to in this Agreement are as follows: New Year's Day (January 1), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (1st Monday in September), Thanksgiving Day (4th Thursday in November), the day after Thanksgiving Day (4th Friday in November), and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday.

06.25.00 **Overtime on All Work Covered By This Agreement In Areas 1 and 2.** The applicable overtime rates shall apply for the shift, work covered by 02.04.00, equipment, area, location and classification on Saturdays, Sundays and holidays and all time before a shift begins and after it ends.

06.25.01 **Overtime Areas 1 and 2 (all forty-six [46] Counties).** One and one-half (1-1/2) times the applicable straight-time hourly rate shall be paid for all work performed before a shift begins and after it ends and for all work performed on Saturdays. Double (2) the straight-time hourly rate shall be paid for all work on Sundays and holidays.

06.25.02 Assistants to Engineers shall be paid at the applicable overtime rate when required to "grease" or "fire up" prior to the start of the shift or after the shift has ended.

06.25.03 **Tide Work.** Except as provided for in Section 14.02.06, an Individual Employer who is performing tide work shall establish a starting time for the project between 5:00 a.m. and 10:00 a.m. which corresponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.02.01, 01.03.02, 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at straight time as provided herein including fringe benefits. Each hour worked on Saturday shall be paid at time and one half (1-1/2) and each hour worked on Sundays and holidays shall be paid at double time.

When an Employee is called out to work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour worked, and the minimum pay shall be six (6) hours at the overtime rate.

06.26.00 **No Restrictions on Production.** Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

07.00.00 MANNING

07.01.00 The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assistance in addition to any that must be provided for, he shall be assisted by an Employee covered by this Agreement (Assistant to Engineer, Deckhand or Registered Apprentice). (Refer to Section 07.10.00.)

07.01.01 Only an Employee covered by this Agreement shall start and warm up equipment and the recognized established practice regarding the classification of Employee used in the starting and warming up of equipment shall not be changed.

07.01.02 Assistant to Engineer when assigned to equipment shall be under the direct supervision of the Operator at all times.

07.02.00 **Asphalt Plant Crew.** It is agreed that the Asphalt Plant Crew shall consist of a Plant Engineer and two (2) additional Employees. The Plant Engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant, the asphalt plant minimum crew shall consist of a Plant Engineer and Boxman. It is further provided that if any additional assistance is required in the asphalt plant crew, such assistance shall be performed by an Employee covered by this Agreement.

07.03.00 **Change Rule.** An Employee may be changed between classifications and pieces of equipment provided any piece of equipment the Employee leaves is not operated except by an Employee covered by this Agreement. However, an Employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment, shall not be discharged or laid off, but shall be returned to the equipment to which he was originally dispatched.

07.03.01 The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer. The Individual Employer may assign an Operating Engineer to perform the work of an Assistant to Engineer; provided, no Assistant to Engineer currently on the payroll of the Individual Employer shall be laid off or terminated as a result of such an assignment. The foregoing shall not preclude transfers for brief emergency or relief periods, provided a replacement has been requested from the Job Placement Center serving the job or project.

07.03.02 On building jobs, the Oiler may for four (4) hours or less, operate the following equipment: (1) Forklift, (2) Small Rubber-Tired Tractor, (3) Bobcat. Should any assistance be required, it shall be an Employee covered by this Agreement.

07.04.00 **Signals.** The necessity for the use of an Employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer. When used, he shall be an Assistant to Engineer, or a Registered Apprentice. (Refer to Section 07.10.00.)

07.05.00 Whenever a person starts, stops or operates pumps over 750 GPM (except automatic electric pumps), compressors over 210 CFM (except automatic electric compressors), welding machines, or generators over 150 KW, he shall be an Employee covered by this Agreement. Any servicing and maintenance of the above equipment regardless of size, including automatic electric pumps and automatic electric compressors, shall be performed by an Employee covered by this Agreement.

07.05.01 **Generators.** Generator/Welder House: one (1) Engineer required.

07.05.02 **Compressors.** On compressor houses, manifold compressors or large single unit compressors (750 CFM or more) in the same location: one (1) Engineer required.

07.06.00 On any job or project where an Employee is utilized to operate a Forklift (Group 8), or an Individual Employer employs a Heavy Duty Repairman, such Employee(s) may be utilized in lieu of one of the Employees otherwise required by Sections 07.05.00, 07.05.01 Generators and 07.05.02 Compressors. This Section 07.06.00 shall not apply to the required manning on Compressor Houses.

07.07.00 **Field Survey Work.** The classifications herein referred to shall apply only to Employees covered hereby, regularly employed in field survey work, excluding Individual Employer, executive, administrative or supervisory personnel, professional or office engineer personnel, draftsmen, estimators, timekeepers, messenger boys, guards, clerical help or field office help, and excluding the use of survey instruments normally used by any other employees in the performance of their duties.

07.07.01 Field survey work shall be that work performed by such Employees in connection with the establishment of control points governing construction operations when performed by the Individual Employer on any type of home, office or commercial building construction. "Control points governing construction operations" shall be defined as such vertical and horizontal controls as must be established in connection with site preparation work before actual construction can get underway. On commercial, office, or multi-storied buildings, site preparation work in connection with the establishment of control points governing construction operations on locations and elevations of fills, excavations, piles, caisson, and utilities shall be considered to be field survey work.

07.07.02 On all types of heavy, highway and engineering construction, when the Individual Employer is required by Contracting Authority to furnish his own field survey service or when the Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications set forth in Section 01.00.00.

07.07.03 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

07.07.04 The Union will cooperate with the Individual Employer in the placing of student engineering trainees, so long as it does not materially affect the normal employment of regular Employees.

07.07.05 When an Instrument Man is required by the Individual Employer to work from drawings, plans or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

07.07.06 A party consisting of three (3) or more Employees shall include a Chief of Party.

07.07.07 On a large project using several small parties and having a Chief of Party on the jobsite and in charge of the small parties, each small party shall have an Instrument Man or Chief of Party as one of the members of the small party.

07.08.00 **Warranty.** The maintenance and repair of equipment done at the site of construction, alteration, painting, repair or demolition of a building, structure or other work shall be performed exclusively by an Employee, or by employees covered by a collective bargaining agreement with the Union; provided, however, that if the Individual Employer has a written contract of warranty covering the equipment, work covered by such warranty may be performed at the jobsite for not more than six (6) months from purchase in the case of new equipment, or not more than thirty (30) days from purchase in the case of used equipment by persons not covered by this Agreement who are eligible to register as Class A Operating Engineers, or Class A Assistant to Engineer, under the Job Placement Regulations of this Agreement, and further provided that for non-warranty work or for work performed after the aforementioned six (6) months and thirty-day time periods all maintenance and repair work will be performed under the terms and conditions of this Agreement, except that in the event of a factory modification to be performed on the jobsite, one factory representative shall be excluded from the foregoing.

07.08.01 When an Individual Employer, at his discretion, wishes to utilize Employees covered by this Agreement to perform Soils and Materials Testing, such Employee shall be employed in accordance with the applicable classification set forth in Section 01.03.00.

07.09.00 **Journeyman Training.** Employees who have been, while unemployed under this Agreement, continuously registered in a California Job Placement Center or other approved Job Placement Center during the previous calendar year (registration during the calendar week following termination shall not break continuous registration) and have not refused four (4) or more dispatches during the previous calendar year and are at the time of application for training registered in a California Job Placement Center:

Training shall take place at an approved training center and such training shall be under the direction of the Operating Engineers Joint Apprenticeship Committee.

Room and board Monday through Friday, except on designated holidays as determined by the Joint Apprenticeship Committee while at the training center and the cost of training shall be paid by the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

07.09.01 Training shall terminate:

(1) On Friday following the Employee's attaining two hundred forty (240) hours of training, except that the Employee may be allowed to train eighty (80) additional hours on the approval of the Joint Apprenticeship Committee.

(2) A shutdown of all or part of the operations of the training center affecting the Employee's training.

(3) Dispatch by a Job Placement Center to employment under a Collective Bargaining Agreement with the Union.

(4) In the case of a termination under 2 or 3 above, the Employee shall be eligible for further training subject to 1 above.

07.09.02 This training program shall be open at such time as the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees so determine.

07.09.03 Employees applying for training shall be eligible for training on a first come-first trained basis to the extent of the funds made available by the Affirmative Action Trust and that the training facilities are available.

07.09.04 Employees requesting training shall make application at a Northern California Operating Engineers' Job Placement Center.

07.09.05 The Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund Trustees are specifically authorized to modify 07.09.00 through 07.09.04.

NOTE: The following provisions relating to the utilization of Apprentices shall apply, except where superseded by the provisions of the Second Amended Consent Decree in Civil Case No. C-71-1277 MHP, as modified, or as may be subsequently modified during the term of this Agreement.

07.10.00 **Registered Apprentices.** The wages, rates of pay, hours of labor and the other conditions of employment of Registered Apprentices shall be and are governed entirely by the terms and conditions of this Agreement except as modified in 07.10.01 through and including 07.10.14.

07.10.01 The education, training and disciplining of Registered Apprentices shall be governed by the appropriate Joint Apprenticeship Committee and Standards:

(1) Operating Engineers Apprenticeship Committee for the 46 Counties of Northern California;

(2) Northern California Surveyor Joint Apprenticeship Committee.

07.10.02 **Apprentice Wage Rates.** The straight-time hourly rate of Operating Engineers Registered Apprentices in the Operating Engineers Apprenticeship Program shall receive the following percentage of the Group 4 rate set forth in Section 01.03.00:

On-the-job training, and Probationary/ Orientation Period	55%
1st Period Apprentice	60%
2nd Period Apprentice	65%
3rd Period Apprentice	70%
4th Period Apprentice	85%

The Apprentice wage rate to be calculated at 55% of the Group 4 wage rate shall apply to the one thousand (1,000) hours of on-the-job training described below (Probationary/Orientation Period).

Probationary/Orientation Period. The Probationary/Orientation Period for the Construction Equipment Operator Branch shall consist of twelve hundred (1,200) hours. Two hundred (200) hours of orientation training at a designated training center in the following: Apprenticeship orientation, safety, grade setting, lubrication, general maintenance, and introduction to the following categories: track-type equipment, rubber tire-type equipment, hoisting-type equipment and stationary-type equipment. One thousand (1,000) hours of the Probationary/Orientation Period will be on-the-job training, employed by a participating or contributing Employer.

The straight-time hourly rate of Surveyors Apprentices shall be:

1st Period - 60% of Chainman-Rodman
2nd Period - 70% of Chainman-Rodman
3rd Period - 80% of Chainman-Rodman
4th Period - 90% of Chainman-Rodman
5th Period - 100% of the wage rate applicable to the classification covering the type of work being performed.
6th Period - 100% of the wage rate applicable to the classification covering the type of work being performed.
7th Period - 100% of the wage rate applicable to the classification covering the type of work being performed.
8th Period - 100% of the wage rate applicable to the classification covering the type of work being performed.

07.10.03 All Operating Engineer Apprentices upon completing the Probationary/Orientation Program may request evaluation by the appropriate Joint Apprenticeship Committee to receive credit which may be applicable for past experience. The Joint Apprenticeship Committee may determine through the evaluation whether the Apprentice shall be a First through Fourth Period Apprentice, and they shall be paid the appropriate percentage as set forth in 07.10.02. In such determinations, the Joint Apprenticeship Committee's decision shall be final. Surveyor Apprentices shall be evaluated and receive the wage scale of the proper wage schedule as determined by the application of the proper percentage of the appropriate classification for the period of training and the work performed, all as determined by the NCS-JAC.

07.10.04 Apprentice manning shall be in conformance with the schedule as set forth in 07.10.13 of this Agreement.

(1) A report form incorporating the provisions of the schedule set forth in 07.10.13 shall be utilized by the Individual Employers.

(2) Should the cumulative total of the Apprentice hours reported by an Individual Employer during a monthly reporting period be deficient in the total hours required for such reporting period, as determined pursuant to the schedule set forth in 07.10.13, the Individual Employer shall be liable, by way of liquidated damages, for the amount of the total wage and fringe benefit contributions of a 3rd Period Apprentice for the deficient hours, except as set forth below. The contributions received from Individual Employers pursuant to the provisions of this paragraph shall be paid into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

(3) Apprenticeship hours reported in excess of the required amount during the twelve (12) reporting periods immediately preceding or the six (6) reporting periods (excluding winter work months of December through April) immediately following a reporting period in which a deficiency occurs may be utilized to correct the deficiency for said reporting period. The number of excess reported hours so applied to correct any deficiency may be utilized, as required only once during the term of this Agreement. A deficiency shall be defined as more than eight (8) hours in any one given month.

(4) Any limitation as to the allowable number of Apprentices shall be waived when an Individual Employer needs additional Apprentice hours to reach parity or to meet his Affirmative Action requirements set forth in his contract document; provided, however, that a Journeyman will not be replaced by an Apprentice.

(5) That if the Union receives notice in writing within ten (10) days after an Individual Employer is billed for a shortage in Apprentice hours as determined pursuant to the schedule set forth in 07.10.13, that said Individual Employer alleges that mitigating circumstances should be considered in relieving such Individual Employer, said dispute shall be considered in accordance with provisions set forth in Section 07.10.04(8) hereof.

(6) Any liability to the Individual Employer as established pursuant to paragraph (2) above shall be limited to the immediately preceding three reporting periods, except when it is determined that the Individual Employer has submitted an inaccurate report. In those instances where an inaccurate report has been submitted, the Individual Employer may be found liable for payment pursuant to the provisions of paragraph (2) for any three consecutive reporting periods commencing with the period for which an inaccurate report was submitted.

An Individual Employer who has submitted an inaccurate report or no report and is therefore liable for payments pursuant to this paragraph shall, in addition, be subject to liquidated damages in an amount not less than 10% and not to exceed 25% of the amount due. If the Individual Employer's liability established pursuant to this paragraph has been determined by an audit, and such liability exceeds $500.00, then the reasonable costs of such audit shall be assessed against the Individual Employer.

(7) That Apprentice manning and hiring violations are not subject to the 15-day limitation set forth in 18.02.02.

(8) Formula for computing SURPLUS or SHORTAGE of Apprenticeship hours:

METHOD OF CALCULATION

(a) Total hours
(b) Less: Exempt hours
(c) Equals: Non-exempt hours
(d) Multiplied by: Percentage
(e) Equals: Apprentice hours required
(f) Less: Apprentice hours actually worked
(g) Less: Apprentice absence hours
(h) Less: Apprentice dispatch delay
(i) Less: Supplemental Related Training (SRT) Credit (See Section 07.10.16 for formula for calculation)
(j) Less: Advanced Apprentice Credit (See Section 07.10.16 for formula for calculation)
(k) Less: 1st year African American Journeyman Credit (See Section 07.10.16 for formula for calculation)
(l) Equals: Surplus or Shortage of Apprentice hours
(m) Less: Applicable Apprentice hours from prior or subsequent months
(n) Equals: Final Surplus or Shortage of Apprentice hours

(9) The parties recognize that some Individual Employers may not be able to provide safe, meaningful training for Apprentices. Therefore, a committee is established consisting of two (2) representatives of the Union and two (2) representatives of the Employer for the purpose of considering deviation from the Apprentice manning provisions of 07.10.13 where either of these conditions exist. Any question relative

to the interpretation of this Agreement or issues other than safe, meaningful training shall be referred to the collective bargaining parties for resolution. If they are unable to resolve questions of interpretation or issues other than safe meaningful training, said matters shall be subject to Section 18.00.00. The Individual Employer shall submit to the committee in writing its reasons why it cannot provide safe, meaningful training for Apprentices on a specified jobsite. The provisions of this paragraph shall apply to all Employers.

07.10.05 Any Registered Apprentice absent for two (2) shifts without permission of the appropriate J.A.C. shall be automatically replaced by an unemployed Registered Apprentice.

07.10.06 A Registered Apprentice transferred to a training center for related and other instruction shall be temporarily replaced by an unemployed Registered Apprentice. The replacement's temporary employment shall terminate on the return of the Registered Apprentice from the training center.

07.10.07 When such Registered Apprentice completes the total apprenticeship training, such Registered Apprentice may return as a Journeyman to any Individual Employer for whom he/she has previously worked if the Individual Employer so requests him and if no Journeyman is laid off or replaced by the employment of such Employee. The employment of the Journeyman as outlined above, shall be in compliance with the Job Placement Regulations, Section 04.00.00.

07.10.08 A Registered Apprentice may be assigned (subject to the control of the Joint Apprenticeship Committee) to operate equipment or perform work covered by this Agreement, provided that the Registered Apprentice is under the supervision of a Journeyman at all times and shall not perform any work alone where a Journeyman or Journeymen are not present. The utilization of Registered Apprentices to operate equipment or perform work shall be in accordance with the provisions of the Permanent Injunction and the approved Apprenticeship Standards.

07.10.09 In the event there are no Assistant to Engineers or Preferred Classification Employees registered or available for work in an Assistant to Engineer classification, a Registered Apprentice shall be dispatched in lieu thereof. However, when so employed, the Registered Apprentice shall receive the applicable Registered Apprentice rate or the applicable Assistant to Engineer rate, whichever is greater; provided, however, a Registered Apprentice being utilized as an Assistant to Engineer is subject to the provisions set forth in Section 04.10.06(b), and such Registered Apprentice shall not be counted as a Registered Apprentice under Section 07.10.13.

07.10.10 **Selection Procedures.** All Apprentice applicants entering the Apprenticeship Program shall be subject to the Selection Procedures in the Apprenticeship Standards of the Joint Apprenticeship Committee for Operating Engineers for the 46 Northern Counties in California.

07.10.11 **Probationary/Orientation Program.** All Apprentices entering the Apprenticeship program shall receive probationary/orientation training at a designated training center pursuant to a curriculum developed by the Joint Apprenticeship Committee. Such participation in the Probationary/Orientation Program shall be at the discretion of the Joint Apprenticeship Committee.

07.10.12 The Apprentice manning requirements set forth in 07.10.04 are not mandatory when they apply to permanent plants producing rock, sand and aggregates of all kinds, concrete (excluding cement), asphalt and macadam where such plants are in competition with like plants not covered by the Master Agreement.

07.10.13 ***Schedule for Determining Apprentice Hours Required to Reach Parity.***

Column A.

Total hours worked during a month by Journeymen applicable to Apprentice manning ratio.
NOTE: Journeymen hours applicable to this Schedule shall not include time worked by the following employees:

1. Foremen not operating equipment and/or working with the tools of the trade
2. Assistant Engineers
3. Preferred List Journeymen
4. Journeymen working outside the 46 Counties
5. Superintendents
6. Employees not Journeymen Operating Engineers.
7. Apprentices
8. Owner-Operators
9. Journeyman hours worked if 700 or less.

Column B.

Percentage of Journeymen hours to be worked by Apprentices to reach parity -

PER FORMULA SET FORTH BELOW:

Journeymen Total Non-Exempt Hours	Apprentices Hours Required - Percent (%)
701 or more	11%

07.10.14 **Apprentice Dispatch Delay Procedures.**

1. In the event an Individual Employer has a requirement for an Apprentice, and notifies the appropriate Job Placement Center of such requirement, and no Apprentice is available for immediate dispatch, the Individual Employer shall record the date and time of his notification and request in records maintained in his normal course of business.

2. Regardless of whether the Individual Employer requirement for an Apprentice is a continuing one, or on a short-term basis, i.e., eight (8) hours a day, forty (40) hours a week or lesser basis, the Individual Employer shall receive credit on a monthly basis for each hour said Apprentice is unavailable for employment.

3. The Individual Employer shall record the details of any lost hours as a result of dispatch delay on a separate page attached to his monthly "Employer's Report of Contributions" and shall be given appropriate credit only to meet a given month's Apprentice requirement or to make up a prior month's deficiency. Banking of hours as a result of dispatch delay shall not be permitted.

4. Any violation of this dispatch delay procedure shall result in the Individual Employer being liable for the payment into the Operating Engineers' Pension Trust Fund of the wages (straight time and overtime), and fringe benefits which would have been paid by the Individual Employer but for the violation, plus 25%, and said Individual Employer shall be liable for the entire period of any such violation notwithstanding any other provision of Section 18.04.00.

07.10.15 **Foremen Exemption.** In the event that an Individual Employer has an occasional or temporary requirement for a Foreman, a Journeyman Operator who is currently employed at the jobsite may be assigned to perform the work of a Foreman without the necessity of obtaining a dispatch, subject to the following conditions:

1. Any application for retroactive relief under the provisions of this Section shall not be considered for any work performed prior to August 1, 1977.

2. During any period of time an Employee is assigned to work as a Foreman, said Foreman may not operate equipment or use the tools of the trade, except as otherwise provided in this Agreement.

3. The Individual Employer when submitting his Employer's Report of Contributions shall specifically designate actual time worked as a Journeyman and actual time worked as a Foreman. Appropriate exempt codes shall be provided by the Employer.

4. Any request for retroactive relief under the provisions of this Section must be submitted by the Individual Employer in writing to the Union. The Individual Employer in such request must provide the specific details of the job or project including the names of the affected Employees, their Social Security Numbers, Apprentice Manning Exempt Codes, and all hours worked consistent with previously reported data.

5. Any Individual Employer violating the provisions of this Section by claiming Foreman exempt hours when in fact such hours were worked by an Employee performing work as a Journeyman, may upon the decision of the Committee provided for in Section 07.10.04(9), be required for a period of one (1) year to have all Foremen dispatched through the Job Placement Center.

6. Any disputes which may occur with respect to an Individual Employer claiming Foreman exempt hours shall be settled in accordance with the procedure provided for in Section 07.10.04(9) of this Agreement between the Employer and the Union.

07.10.16 The following are in effect pursuant to the Second Amended Consent Decree:

1. An Individual Employer who has employed an African American apprentice for at least six months during the apprentice's fourth period, shall receive apprentice manning credit for all hours the Employee works for the Individual Employer as a journeyperson during the twelve (12) months immediately following the date the Employee obtains journeyperson status.

2. An Individual Employer shall receive apprentice manning credit for each hour of an apprentice's Supplemental Related Training ("SRT") increment if the Individual Employer employs the apprentice no less than the average hours worked by its other apprentice during three (3) of the six (6) months immediately following the apprentice's SRT increment.

3. All hours the Advanced Apprentice works as an Advanced Apprentice will count as apprentice hours for the Individual Employer's apprentice manning obligations under the applicable provisions of this Agreement.

08.00.00 SUPPLEMENTARY WORKING CONDITIONS

08.01.00 **Tools.** The Individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of

the failure of the Individual Employer to provide such a secure place, or by fire, flood, or theft involving forcible entry while in the secure place designated by the Individual Employer, the Individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of one hundred dollars ($100.00) to a maximum of five thousand dollars ($5,000.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the Individual Employer with an inventory of his tools at the time he commences work and additional inventory whenever the Heavy Duty Repairman acquires additional tools.

08.01.01 Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24") pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4") drive, box-end wrenches over 1" and open-end wrenches over 1". Heavy Duty Repairmen and/or the Registered Apprentices shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

08.02.00 **Transportation.** No Employee covered by this Agreement shall, as a condition of employment, furnish transportation within the jobsite or between jobsites, or from yard to jobsite for transportation of Employees or tools or equipment or for any other purpose.

08.02.01 When the Individual Employer transports Employees from yard to jobsite, or within jobsite, or to power lines or pipelines, he shall provide safe and suitable transportation.

08.02.02 When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, or no parking facilities are provided within a five-minute walk from where the Employees' work is being performed, the Individual Employer shall transport the Employees to and from where the Employees' work is to be performed, and such transport shall be one-half on the Individual Employer's time and one-half on the Employees' time.

08.02.03 Where free parking is not available, parking places or parking facilities will be provided by the Individual Employer for the Employees at no cost to the Employees. If the Employee must pay for parking the Individual Employer shall reimburse the Employee for each parking expenditure; provided, however, the Individual Employer may require the submission of dated and signed receipts. Such receipts may be turned in weekly or on termination of employment whichever is sooner.

08.02.04 The transportation, by means of its own power, of equipment and the loading and unloading of equipment of the type or kind operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

08.03.00 **Facilities.** The Individual Employer agrees to furnish suitable shelter and protection to protect the Employees from falling material and from the elements (including, but not limited to, dust, heat, rain and cold).

08.03.01 On all jobs, clean drinking facilities and cool water shall be provided the Employees by the Individual Employer.

08.03.02 Suitable, adequate and sanitary toilet facilities shall be provided on all jobs.

08.04.00 **Employee Bonds.** No Employee shall be required by Employer or any Individual Employer to deposit a cash bond with the Employer or the Individual Employer or any other person. In the event that a surety bond is so required, the Employer or the Individual Employer shall pay the premium upon said bond.

09.00.00 SERVICING OTHER CRAFTS

09.01.00 Employees on a particular project and assigned to work with a craft or crafts temporarily shall not be entitled to any of the conditions of the craft or crafts. "Temporarily" shall be interpreted as meaning any work performed in a single day of four (4) hours or less.

09.02.00 When Employees covered by this Agreement are employed on a job or project where another craft or crafts work a shorter day or shorter week, such Employees affected shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

09.03.00 When Employees perform work covered by this Agreement in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

09.04.00 Combination mixer and compressor operator on gunite work shall be classed as servicing a Specialty craft or crafts.

10.00.00 ADDITIONAL RESPONSIBILITY

10.01.00 **Working Leadman.** When an Individual Employer employs more than one (1) Heavy Duty Repairman and less than five (5) Heavy Duty Repairmen on any shift, and if a Heavy Duty Master Mechanic or Heavy Duty Repairman Foreman is not employed on such shift, then in lieu of such supervision one (1) Heavy Duty Repairman shall be a working Leadman and his straight-time hourly wage rate shall be that of Group 4, set out in Section 01.03.00 plus fifty cents ($.50) per hour.

10.02.00 **Payment of Wages.** Each Employee shall be paid his wages in full each week promptly after the close of his shift on payday and on the jobsite. The wages of Employees who are terminated, shall be due and payable in full at the time of termination. Employees quitting or resigning shall be paid in accordance with the laws of the State of California. Accompanying each payment of wages shall be a separate statement identifying the Individual Employer, and showing the total earnings, the amount of each deduction, the purpose thereof and net earnings.

10.02.01 Habitual violations of this Section will subject the Individual Employer to penalties as may be determined by the Board of Adjustment.

10.03.00 **Work at More Than One Rate.** If more than one (1) straight-time hourly rate is applicable to the work performed by an Employee during his regular shift or on overtime, his pay shall be computed at the highest straight-time hourly rate, or overtime as the case may be, applicable to the work, equipment, area, location and classification for the full shift and for all the overtime due in any workday, Saturday, Sunday or holiday.

10.03.01 No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of the execution of this Agreement.

10.03.02 No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of such association becoming an Employer or his Employer becoming an Individual Employer and the Employee becoming an Employee hereunder.

11.00.00 SUBSISTENCE AND TRAVEL, RENTED EQUIPMENT

11.01.00 On any job, location or project located more than thirty-five (35) miles from the permanent yard of the Individual Employer, Operating Engineers employed by an Individual Employer who is regularly engaged in the business of renting hoisting equipment (except cranes), gradalls, truck-mounted pavement breakers, or truck-mounted earth augers, on a fully operated basis, shall receive in addition to their regular and overtime wages a daily subsistence as follows:

Effective June 16, 1998 - $20.00

11.01.01 Any crane rental work to be performed on a fully operated basis shall be performed under the wage rates, fringe benefit rates and all other terms and conditions of the existing Master Agreement for Equipment Rental.

11.01.02 Within thirty (30) days of the execution of this Agreement, any such Individual Employer having more than one (1) yard shall notify the Union, in writing, of the location of his permanent yard, or permanent yards. Such locations can be changed once each year by giving written notice to the Union. Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act.

11.01.03 No subsistence shall be paid on any job when the Employee's time starts and ends at the Individual Employer's permanent yard without any break in compensable hours except for meal periods.

11.02.00 On jobs on which an Employee does not receive subsistence, the understanding of the undersigned parties is as follows:

11.02.01 An Employee shall not receive travel time or travel expense except under 11.03.00 and 11.04.00 below.

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 11.04.00.

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.

12.00.00 FRINGE BENEFITS

12.01.00 **General Provisions.** The Individual Employer will make the following payments for each hour worked or paid each Employee by an Individual Employer covered by this Agreement. Such payments shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer, and an Individual Employer shall be delinquent if such Individual Employer's Report and payment is not received by the bank before midnight of the 25th day of that month. All such payments shall be made at Alameda, California, at the time (as set forth

above) and in the manner provided for by the applicable Employer Union Trust Agreement creating a Trust or, if not a Trust, at the time and in the manner provided for in this Agreement. Each Individual Employer is bound by all the terms and conditions of each Trust Agreement and any amendment or amendments thereto which are incorporated by reference herein. The Union and the Employer agree that these plans are and have been defined contribution plans.

12.02.00 **Health and Welfare and Sick Benefits.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 24, 2002 - Four dollars and seventy cents ($4.70) per hour.

Effective June 29, 1998, two cents ($.02) of the four dollars and seventy cents ($4.70) shall be paid to Addiction Recovery Program, Inc. ("ARP"). This payment shall be in addition to money the Health and Welfare Fund currently provides ARP.

12.02.01 *If a National Health Act or State Health Care Act is enacted, the parties shall meet to eliminate any* duplicate benefits and duplicate cost to the Individual Employer. If the Individual Employer's total benefit cost for providing Health and Welfare benefits to Employees is reduced because of a change in the law, the Union may allocate to wages and/or fringe benefits any savings beyond that necessary to restore eleven cents ($.11) to the Operating Engineers' Pension Trust Fund's margin.

12.03.00 **Pensioned Health and Welfare.** Each Individual Employer covered by this Agreement shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 24, 2002 - One dollar and nine cents ($1.09) per hour

12.04.00 **Pension.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule:

Effective June 24, 2002 - Four dollars ($4.00) per hour

12.04.01 Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule for Apprentices effective June 24, 2002:

1st Period - 4th Period - $2.40 per hour

12.05.00 **Affirmative Action.** Each Individual Employer covered by this Agreement shall pay into the Operat*ing Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training* Fund according to the following schedule:

Effective June 25, 2001 - Sixty-two cents ($.62) per hour.

In addition to the above, the Individual Employer shall pay one dollar ($1.00) per hour for each hour worked or paid each Registered Apprentice into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund.

12.06.00 **Vacation and Holiday Pay Plan.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Vacation and Holiday Pay Plan according to the following schedule:

Effective June 29, 1998 - Two dollars seventy cents ($2.70) per hour

Registered Apprentices. Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Vacation Holiday Pay Plan for Apprentices according to the following schedule:

Effective June 29, 1998 - Two dollars twenty cents ($2.20) per hour

12.06.01 Such payments to the Plan shall be made at Alameda, California, in accordance with and in the manner as provided in the Vacation and Holiday Pay Plan, Section 23.00.00.

12.06.02 **Complementary Dues.** The Employees may authorize, in writing, that a portion of said payments be paid to the Union as Complementary Dues.

12.07.00 **Annuity Fund.** Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Annuity Trust Fund according to the following schedule:

Effective June 25, 2001 - Forty cents ($.40) per hour

12.08.00 **Contract Administration Fund.** Each Individual Employer covered by this Agreement shall pay into the Contract Administration Fund according to the following schedule:

AGC: Effective December 28, 1998 - Eight cents ($.08) per hour

12.08.01 Such monies provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 18.00.00, for the industry.

12.09.00 **Industry Stabilization Fund.** Each Individual Employer covered by this Agreement shall pay into the Industry Stabilization Fund according to the following schedule:

Effective June 29, 1998 - Six cents ($.06) per hour

12.09.01 Such monies shall be utilized to enhance the enforcement of prevailing wage laws through The Foundation For Fair Contracting within the geographic area covered by this Agreement.

12.10.00 **Job Placement Center and Market Area Committee Administration Market Preservation Fund.** Each Individual Employer covered by this Agreement shall pay into the Job Placement Center and Market Area Committee Administration Market Preservation Fund according to the following schedule:

Effective June 24, 2002 - Eleven cents ($.11) per hour

12.11.00 **Business Development Fund.** Each Individual Employer covered by this Agreement shall pay into the Business Development Trust Fund according to the following schedule:

Effective June 29, 1998 - Eight cents ($.08) per hour

12.11.01 Such monies shall be utilized to maintain and increase signatory contractors' market share and to develop new markets. Effective June 29, 1998, six cents ($.06) per hour shall be paid to the California Alliance for Jobs and two cents ($.02) per hour shall be paid to the Construction Industry Force Account Committee.

12.11.02 **Heavy & Highway Committee.** The Employer will contribute one cent ($.01) per hour to the Heavy & Highway Committee effective January 1, 2001.

12.12.00 Supplemental Dues. In addition to any amount specified as and for Vacation and Holiday benefits in Section 12.06.00 and 12.06.01 of this Master Agreement, the amount of forty cents ($.40) per hour for each hour paid for or worked shall be added and specifically designated as Supplemental Dues effective for all work performed on and after June 25, 2001, fifty-five cents ($.55) per hour effective for all work performed on or after June 24, 2002; sixty-five cents ($.65) per hour effective for all work performed on or after June 30, 2003; seventy-five cents ($.75) per hour effective for all work performed on or after June 28, 2004 and eight-five ($.85) cents per hour effective for all work performed on or after June 27, 2005. These amounts shall be "new money." Upon the execution of a proper authorization as required by law, the amount set forth shall be transmitted from the Vacation-Holiday benefit of each Employee performing work or being paid under this Agreement and shall be remitted directly to the Union. These amounts specified herein shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

12.13.00 Delinquencies. It is agreed that insofar as payments by the Individual Employer are concerned, the parties recognize and acknowledge that the regular and prompt payment of amounts due each Trust by Individual Employers is essential and, based upon prior experience of the parties hereto and in light of the substantial but varied expense incurred in the administration of said Trusts due to delinquencies, the parties agree that it is extremely difficult, if not impracticable to fix the actual expense and damage to each Trust, program and Employee which results from the failure of an Individual Employer to make the payments in full within the time provided. Therefore, it is agreed that the amount of damage resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Trust the sum of thirty-five dollars ($35.00) or fifteen percent (15%) of the amount due and unpaid to each such Trust, whichever is greater, for each failure to pay in full within the time provided. Such liquidated damages shall become due and payable to each such Trust in Alameda, California, at such place as each such Trust has from time to time been determined, upon the day immediately following the date on which the Individual Employer becomes delinquent, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

12.13.01 In addition, if a delinquent Individual Employer agrees to pay his delinquency in installments and fails to make such payments in the amount and at the time and place agreed, it is agreed that the amount of damage to each Trust resulting from any such failure shall be by way of liquidated damages and not as a penalty to each such Trust, the sum of thirty-five dollars ($35.00) or fifteen percent (15%) of the amount due and unpaid to each such Trust, whichever is greater, for each such failure to pay in full within the time provided, which amount shall become due and payable to each such Trust in Alameda, California, at the place and time agreed upon, and shall be added to and become a part of said amount due and unpaid, and the whole thereof shall bear interest at the rate of twelve percent (12%) per annum until paid.

12.13.02 If any Individual Employer defaults in the making of such payments and if either the Union, the Trusts or the Plan, or any of them, consults or causes to be consulted legal counsel with respect thereto, or files or causes to be filed any suit or claim with respect thereto, there shall be added to the obligation of the Employer who is in default all reasonable expenses incurred by the Union and the Trust in the collection of same, including but not limited to, reasonable attorneys' fees, auditors' and accountants' fees, court costs and all other reasonable expenses incurred in connection with such suit or claim including any appellate proceedings therein.

12.13.03 When a contributing Individual Employer has been assessed liquidated damages and interest for a period of two (2) late months during any twelve (12) consecutive month period, upon the occurrence of the second (2nd) assessment the Individual Employer will promptly be notified (with copies to the Local Union and the Employer) that if said

Individual Employer becomes delinquent again and is assessed liquidated damages and interest during any of the succeeding twelve (12) -month period, he will be subject to the following rules:

(a) The Individual Employer shall be audited in order to determine compliance with the provisions of this Section 12.00.00 and/or the Trust Fund Documents.

(b) The Individual Employer shall be required to provide the Trust Funds with a cash deposit or bond equal to the sum of the three (3) highest months' contributions made in the immediate preceding twelve (12) -month period, or such lesser sum as the Delinquency Committee deems appropriate.

(c) The Individual Employer's due and delinquent date shall be the 15th day of the month.

(d) Once these special rules have been applied to an Individual Employer, they shall remain in effect for at least twelve (12) months. At the end of this period, the Individual Employer may petition the Board to terminate these special rules and release the cash deposit or bond; this may be allowed only if the Individual Employer has been current in his reports and contributions for each and every month during the preceding twelve (12) -month period and the Board is otherwise satisfied that there will be no further delinquencies. The foregoing rules shall not actually be applied to any Individual Employer until the Delinquency Committee has been advised at a meeting that they have become applicable (or will become applicable if another delinquency occurs). The Delinquency Committee may then, upon its own motion or upon the Individual Employer's request, waive any of the above rules, in whole or in part, for reasonable cause.

12.13.04 The parties recognize and agree:

(a) that the references to fringe benefits in Sections 7071.5 and 7071.11 of the California Business and Professions Code include payments for fringe benefits and vacation and holiday pay as described in this Agreement and Trust Agreements creating each Trust;

(b) that said payments are for the benefit of the Employees of each Individual Employer covered by this Agreement, and that the failure of an Individual Employer to make said payments, in the manner and at the time prescribed, causes damage to all Employees, including the Employees of the Individual Employer in default, in the amount of the unpaid fringe benefits and vacation and holiday pay as well as the liquidated damages established herein, interest, and any attorneys' and accountants' fees which the Union, the Trusts, or the Plan, or any of them, may incur with respect to said default;

(c) that the Union, the Trusts or the Plan, or any of them, may bring a claim or legal action against the Individual Employer's license bond on behalf of an Employee or Employees covered by this Agreement.

12.14.00 Security for Payments. Each Individual Employer delinquent one (1) or more months in making the payments set forth in Section 12.00.00 shall be notified by mail by the Fund Manager of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Employer and to the Union.

12.14.01 Each such delinquent Individual Employer shall within five (5) days of the receipt of such notice (Certified Mail) pay the delinquent amount in full or make other suitable arrangements acceptable to the Delinquency Committee of the Pension Trust Fund for payment. Such amounts owing are to be determined by the Fund Manager of the various Funds. The Committee shall notify the Employer of any such arrangements which may be made.

12.14.02 If an Individual Employer fails to pay the delinquencies as determined by the Fund Manager in the time provided in 12.14.01, or fails to make other suitable arrangements for payment acceptable to the Union, it shall not be

a violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any Employees of any Individual Employer shall be withdrawn pursuant to any similar clause in any agreement between the Individual Employer and any other labor organization, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

12.14.03 Any Employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

13.00.00 STEEL FABRICATING AND ERECTING WORK

Manning under this Section 13.00.00 shall be as provided in Section 07.00.00, "MANNING," except tank erection work or structural steel work which shall be manned as provided in this Section 13.00.00 and 01.03.02. Employees performing work in classifications not set forth in Section 01.03.02 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the main body of this Agreement excluding this Section 13.00.00.

13.01.00 Only Employees manning hoisting equipment working four (4) hours or more in support of a crew or crews consisting of four (4) men or more of the crafts listed below shall be covered by and under this Section 13.00.00:

(1) International Association of Bridge, Structural and Ornamental Iron Workers Union,
(2) International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, and Helpers,
(3) United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada,
(4) International Brotherhood of Electrical Workers.

13.01.01 This Section 13.00.00 shall cover all work of the Individual Employer in the geographical area as described in 02.07.00 of this Agreement and the classifications set forth in this Section and any new classifications added under Section 20.00.00 of this Agreement in Northern California. If Individual Employers perform work covered by this Section 13.00.00 in the State of Hawaii, such work shall be covered by this Section.

13.01.02 The provisions of this Section 13.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision shall control.

13.02.00 **Coverage.** This Section 13.00.00 shall cover and apply only to hoisting work performed and power-operated equipment customarily operated by the Union in conjunction with the crews of the International Association of Bridge, Structural and Ornamental Iron Workers Union, with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers; or with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, or with the International Brotherhood of Electrical Workers.

13.03.00 **Wages and Classifications.** Employees performing work covered by this Section 13.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.02 including such additions as may be made in accordance with Section 20.00.00 of this Agreement.

13.04.00 **Fringe Benefits.** Fringe benefits applicable to Employees working under the provisions of this Section shall be the same as those set forth in Section 12.00.00 of this Agreement.

13.05.00 **Working Rules.** Except as provided hereunder, the Working Rules applicable to this Section 13.00.00 shall be in accordance with Section 06.00.00 of this Agreement.

13.05.01 **Reckoning of Time.** The straight time of an Employee shall be reckoned by the shift in the following instances:

(1) During the Employee's first (1st) calendar week of employment.
(2) During the week the work covered by this Agreement is completed. A break in such work of five (5) or more days excluding Saturdays, Sundays or holidays, shall be considered the same as a completion of such work.
(3) If work is shut down by the Contracting Authority; by any Governmental agency having authority to suspend the work; by lack of fuel, power or water, or by reason of strike or if the crew they are servicing does not appear for work when work is available and such fact or facts is or are confirmed by the Contracting Authority in writing.

13.05.02 Employee(s) manning hoisting equipment, including Forklifts and Ross Carriers under the terms of this Section shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid, except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. This guarantee shall not apply to re-bar work or on jobs under fifty (50) tons. In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less excluding Saturdays, Sundays or holidays, shall not result in an Employee being returned to a first week of employment status.

13.05.03 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m. at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

13.05.04 When there is a single welding machine on the job and no Hoisting Engineer is employed, no Engineer shall be required to maintain and service such single welding machine. When there is a single welding machine on the job and a Hoisting Engineer is employed, such Engineer shall receive one (1) hour additional at the applicable overtime rate of pay for servicing and maintaining such welding machine, provided such servicing work is performed outside the regular shift.

13.05.05 When the number of Operating Engineers (excluding Oilers) employed by the Individual Employer on a job or project exceeds ten (10), an Operating Engineer Master Mechanic, who may operate equipment in emergencies, shall be employed.

13.05.06 On structural steel or tank erection, an Operating Engineer shall operate, maintain and service gasoline- or diesel-driven welding machines when the welding is being performed by another craft being supported by the Union.

13.05.07 On all types of construction, when Individual Employer is required by Contracting Authority to furnish his own field survey or when Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications herein mentioned.

13.05.08 When an Instrument Man is required by the Individual Employer to work from drawings, plans, or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

13.05.09 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

13.05.10 **Overtime.** Employees employed on all work performed under this Section 13.00.00 shall receive time and one-half (1-1/2) for the first two (2) hours over eight (8) up to and including ten (10) hours, Monday through Friday, and time and one-half (1-1/2) for the first eight (8) hours on Saturdays (except where the Operating Engineers is servicing a craft receiving double [2] time, then the Operating Engineer shall receive double [2] time). Double (2) time shall be paid for all hours over ten (10) Monday through Friday, and over eight (8) hours on Saturdays. Sundays and holidays shall be double (2) time.

13.05.11 When Employees covered by this Section are employed to service another craft or crafts that work a shorter day or shorter week, such Employees shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

13.05.12 When Employees perform work covered by this Section in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

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 at the rate of twenty-five cents ($.25) 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).

13.06.10 Travel time and travel pay shall be due "going and returning" only in the case of Employees who work to the completion of the job or who are terminated by the Individual Employer. An Employee who quits the job prior to its completion shall be due neither travel time nor travel expense for "returning."

13.06.11 Subsistence, travel time, and travel expense (when due under 13.06.00) shall be paid by separate check, weekly, and the Employee shall be furnished with a sufficient statement thereof.

14.00.00 PILEDRIVING

14.01.00 Employees working in conjunction with a crew (a crew shall consist of four [4] workers of whom one [1] shall be a Foreman) of Piledrivers and four (4) hours or more on any shift shall be covered by and under the provisions of Section 14.00.00. In addition, if any crew in any Agreement the Employer is a party to, or becomes a party to, is reduced below four (4) workers, this Section 14.00.00 shall also apply.

14.01.01 The provisions of this Section 14.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

14.01.02 **Work Covered.** The operation, repair and maintenance of engines and machinery and the operation of deck engines in connection with piledrivers and derrick barges engaged in the following work shall be performed by Employees working under this Agreement:

(1) The driving by steam, electric, hydraulic, drop hammer, bodine hammer, or any other device used, staying, capping, pulling and cutting off of all pre-cast concrete piles, pile jackets, composite piles, cast-in-place piles, and any and all pre-cast structural shapes and units, the setting of which is performed with power equipment or piledriving and setting equipment.

(2) The placing, framing, driving (by steam, hydraulic, electric, drop hammer, bodine hammer or any other device used), fastening, capping and pulling of piling of every kind.

(3) The construction of wharves, decks, trestles, viaducts, bridges and similar structures, up to and including the decks thereof. The construction of substructures of underpasses, subways, overhead crossings, pre-cast bulkheads, and other similar structures where piledriving or other derrick equipment or other

power-operated equipment customarily operated by the Union is used. The building of ferry slips, cofferdams, open cribs, caissons, dry docks and marine railways and in the construction and erection of towers, bunkers and other similar structures necessary for the completion of the above-mentioned projects.

(4) The moving and placing of heavy machinery, boilers, tanks, guns and similar masses when and where hoisting and portable equipment is used. This work shall be done, when necessary and expedient, in conjunction with machinery mechanics from other crafts.

(5) The wrecking and dismantling of all structures covered by (1) through (4).

14.01.03 **Wages and Classifications.** Employees performing work covered by this Section 14.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.03 including such additions as may be made in accordance with Section 20.00.00 of this Agreement. Employees performing operation, maintenance and repair of equipment not set forth by classification in Section 01.03.03 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the applicable Sections outside of this Section 14.00.00.

14.01.04 **Fringe Benefits.** Benefits applicable to Employees working under the provisions of this Section 14.00.00 shall be the same as those set forth in Section 12.00.00 of this Agreement.

14.02.00 **Working Rules.** Except as provided hereunder the Working Rules applicable to this Section 14.00.00 shall be in accordance with Section 06.00.00 of the main body of the Agreement.

14.02.01 **Minimum Hours.**

(1) The straight time of an Employee shall be reckoned by the shift in the following instances:
- (a) During the Employee's first (1st) calendar week of employment.
- (b) During the week the job is completed.
- (c) If an Employee quits or is discharged for cause.
- (d) If work is shut down by written order of the Contracting Authority.
- (e) If work is shut down by lack of materials.

(2) In the event there is a major mechanical breakdown (i.e., Employees directly affected by such breakdown), Employees shall be paid not less than four (4) hours at the applicable rate for work performed and any time thereafter shall be reckoned by the hour.

14.02.02 Employees working with piledriving crews and Employees working as Heavy Duty Repairmen working on maintenance and/or repair of piledriving equipment shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less shall not result in an Employee being returned to a first week of employment status.

14.02.03 An Employee whose time is reckoned under this Section 14.02.00 who is late for work, or who is absent from work, shall have his straight time reduced by the hours he is late or absent.

14.02.04 **Report Pay.** Where an Employee during his first (1st) and last week of employment reports for work on his shift or at the time he is requested to report, and there is no work provided by the Individual Employer, he shall be paid two (2) hours show-up time, at the rate applicable on that date; however, he shall be required to remain on the jobsite for two (2) hours pending abatement of inclement weather unless sent home earlier by the Individual Employer. In the event that work is started, time shall be reckoned as provided in 14.02.01 of this Section. If work is to be suspended for any reason the Employee shall be notified at least two (2) hours before being required to report to work. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number.

14.02.05 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m., Standard Time, at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

14.02.06 **Tide Work.** When an Employee or Employees are called out to work tide work, the minimum pay for such work shall be eight (8) hours at regular straight time. In computing time to be paid for under this provision, each hour worked before 8:00 a.m. or after 4:30 p.m. shall be considered as being two (2) straight-time hours and each one-half (½) hour shall be considered as being one (1) straight-time hour; each hour worked between 8:00 a.m. and 4:30 p.m. shall be considered as being one (1) straight-time hour. The foregoing shall not apply to time worked on Saturdays, Sundays, or holidays. In the event an Employee or Employees are called out to work tide work on Saturdays, Sundays, or holidays, the overtime rate (double straight time) shall be paid for each hour worked, and the minimum pay shall be six (6) hours at said overtime rate.

14.02.07 **Overtime.** Employees employed on all work performed under this Section 14.00.00 shall receive double (2) the applicable straight-time rate for all work performed before a shift begins and after it ends, and on Saturdays, Sundays and holidays, except that time and one-half (1-1/2) shall be paid for the first two (2) hours of overtime on a regular workday, regardless of whether such overtime is worked before or after the regular work hours.

Repair, maintenance and start-up time before a shift begins and after the shift ends and on Saturdays shall be one and one-half (1-1/2) times the applicable straight-time rate. Sundays and holidays shall be double (2) the straight-time rate.

NOTE: If at any time during the life of this Agreement, the overtime provisions in the Master Labor Agreement between the Associated General Contractors of California and Piledrivers Local Union No. 34 are modified with respect to this Section or Section 14.02.06 to provide for a different rate of overtime, then this Section and/or Section 14.02.06 shall be modified accordingly.

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 which is attached hereto as Exhibit A and made a part hereof. 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

15.01.00 The provisions of this Section with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

15.02.00 **Underground Rate.** Wage rates for Underground Work shall be in accordance with Section 01.03.06.

15.02.01 The underground straight-time hourly wage rate shall apply for the full shift and overtime of any Employee performing work underground.

15.02.02 **Tunnel Shift Work.** Second (2nd) or Special Single Shift shall be paid in accordance with Section 01.03.06. When three (3) shifts are employed for five (5) or more consecutive days (or less by mutual written agreement), seven and one-half (7-1/2) consecutive hours, exclusive of meal period, shall constitute a shift's work for which eight (8) hours shall be paid for all shifts.

15.03.00 These Special Working Rules and Conditions cover all work and equipment involved in the excavation and initial lining, if applicable, below the surface of the earth except open ditches, excavations and jacking operations under highways, railroads, embankments, etc., but not limited to tunnels, shafts, tunnel shafts, adits, raises, subways, chambers and underground installations including but not limited to power houses, storage facilities, offices, control centers or surge chambers including the lining of same which fall within the jurisdiction of the Union or require the operation of equipment of the kind or type covered by this Agreement. Where open cutwork is covered over or decked, regardless of the material or materials used, and men are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Section for all excavation work.

15.03.01 For the purposes of this Section 15.00.00, tunnels, raises and shafts shall be defined as follows:

Tunnel. An underground excavation (lined or unlined) whose length exceeds its width the inclination of the grade from the excavation shall be no greater than 20° from the horizontal; should the inclination of grade from the horizontal exceed 20°, the excavation heretofore defined shall constitute a raise.

Shaft. An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75° from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. For the purposes of this Section an underground silo shall be defined the same as a shaft.

15.03.02 **Tunnel Survey Work.** Subject to the provisions of 07.10.00 through 07.10.10, all tunnel survey work, including the use of Laser Beams, is work covered by this Agreement.

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.

15.06.00 **Special Clothing.** The Individual Employer shall furnish rubber clothing, boots, safety hats, or any other special gear required at no expense to the Employees. Such equipment shall be returned to the Employer in the same condition subject to reasonable wear and tear.

15.07.00 **Minimum Crews.** It is understood that there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size, in which event the Individual Employer and the Union shall agree at the Pre-Job Conference upon the crew size to perform the operation and repair of said equipment. If the Individual Employer and the Union are unable to agree upon the crew size, the matter shall be referred for resolution in accordance with the provisions of Section 18.00.00 of this Agreement.

15.08.00 **Tunnel Safety.** In the event the Individual Employer requests a variance from the Tunnel Safety Order, other than electrical and/or diesel, such requests will be mailed to the Union at the same time such written request is mailed to the Division of Industrial Safety.

15.08.01 ***Manhaul Vehicles for Underground Work.*** *Manhaul vehicles used for personnel transport, but not* designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the operator shall be installed.

16.00.00 SAFETY

16.01.00 **No Limitation of Production.** Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs, or practices shall be permitted that limit production or increase the time required to do any work.

16.02.00 **Cooperation.** The Union shall cooperate with the Individual Employer in the carrying out of all such Individual Employer's safety measures and practices for accident prevention not in conflict with the provisions of this Agreement, and in carrying out and adhering to all of the applicable State and Federal safety laws. Any Employee may be discharged for knowingly failing to perform work in conformance with the Employer's Safety Code or as required by the State or Federal Safety Orders or other applicable statutes. The safety standards and rules contained herein are minimum standards and are not intended to imply that the Union objects to the establishment and imposition by the Individual Employer of additional or more stringent safety rules to protect the health and safety of the Employees. It shall be the exclusive responsibility of the Individual Employer to insure compliance with safety standards and rules.

Nothing in this Agreement is intended to make the Union liable to anyone in the event that injury or accident occurs.

16.02.01 Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole, not in conflict with the provisions of this Agreement.

16.02.02 **Addiction Recovery and Substance Abuse Policy.** The Union, the Employer and Individual Employers have established a joint program which shall enable all parties to deal with drug and/or alcohol abuse problems from both a safety and productivity enhancement point of view as well as recognizing the individual rights and well being of each Employee. Said policy and program is set forth in Exhibit A attached hereto and made a part hereof. The implementation of this policy is not mandatory by any Individual Employer, but once implemented, the program shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

16.03.00 **Unsafe Conditions.** It is further agreed by both parties that too great an emphasis cannot be laid upon the need of safe working conditions. The Individual Employers will provide and Employees shall use the provided health and safety equipment. Employees shall return the equipment to the Individual Employer upon termination of its use on the project. No Employee shall be required to work on, with, or about an unsafe piece of equipment or under an unsafe condition.

16.03.01 No set of health or safety regulations, however, can comprehensibly cover all possible unsafe practices of working; therefore, the Union and the Individual Employer undertake to promote in every way possible the realization of the responsibility of the Employees and the Individual Employer with regard to preventing accidents to himself or to his fellow Employees. No Employee shall be discharged for refusing to work on or about equipment or a condition that is unsafe. Any Employee discharged for refusal to work under the above conditions shall be made whole by the Employer for lost wages and benefits.

16.04.00 **Union Notification.** In the event there is a serious injury to an Employee the Union Representative or the Job Placement Center servicing the project shall be notified. The Union Representative servicing the project shall furnish the Individual Employer with his home telephone number.

16.05.00 **Notices.** The Individual Employer must post the name and address of its doctor and of the Workers' Compensation Insurance carrier on the jobsite.

17.00.00 JOB STEWARDS

17.01.00 **Number of Job Stewards.** The Union may select an Employee on each shift in operation on a job or project to serve as Job Steward. Where the size of the project makes it appropriate, the Union may appoint additional Job Stewards.

17.02.00 **Performance of Duties.** In addition to his regularly assigned work the Job Steward shall be permitted to perform, during working hours, the duties set forth in 17.05.00. The Union agrees that such duties shall be performed as expeditiously as possible and the Individual Employers agree to allow Job Stewards a reasonable amount of time for the performance of such duties.

17.03.00 **Notification of Appointment and Termination.** The Union shall notify the Individual Employer, or his representative, in writing, of the appointment of Job Steward, and the Individual Employer shall notify the Union of his termination.

17.04.00 **Notification Prior to Layoff.** The Individual Employer shall notify the Job Placement Center servicing the job or project at least two (2) workdays prior to an intended layoff of a Job Steward. This provision shall not apply to discharges for "just cause" which will be subject to Sections 04.03.00 - 04.03.02.

17.05.00 **Duties.** The Job Steward shall be limited to and shall not exceed the following duties and activities:

17.05.01 Check the dispatch of each Employee dispatched under the terms of this Agreement to his Individual Employer before such Employee commences work, or as soon thereafter as practical.

17.05.02 Report to his Business Representative all violations of this Agreement.

17.05.03 Report to his Business Representative any Employee covered by this Agreement, who during his shift, leaves the jobsite without giving the Individual Employer and the Job Steward prior notice.

17.06.00 **Prohibitions.** The Job Steward shall not:

17.06.01 Stop the Individual Employer's work, for any reason.

17.06.02 Tell any Employee covered by this Agreement that he cannot work on the job.

17.07.00 **Dismissal.** Infraction of either of the two (2) rules set forth in 17.06.00 shall be cause for immediate dismissal of the Job Steward without any prior notice.

17.08.00 **Reduction in Force.** In a classification in which there is a Job Steward wherein the Job Steward's abilities are equal to the other Employees, and except as otherwise provided above, the Job Steward shall be the last to be selected for a reduction in force.

17.09.00 **Business Representative.** A Business Representative(s) of the Union shall be permitted on all jobs, but shall not interfere with the work.

17.09.01 Provision shall be made by the Individual Employer for the admission of such Business Representative(s) to the jobsite of the Individual Employer at all times and places where work is being performed by the Individual Employer or by any subcontractor of any tier of the Individual Employer.

17.09.02 The Business Representative(s) so admitted shall concern themselves only with work, equipment and Employees covered by this Agreement.

18.00.00 PROVISIONS GOVERNING RIGHT TO ARBITRATE

18.01.00 No dispute, complaint or grievance concerning the interpretation, application, or compliance with any provision or provisions of 04.00.00, 12.00.00, 19.00.00, and 20.00.00 is or are arbitrable under the provisions of this Section 18.00.00 of this Agreement.

18.02.00 All other disputes, complaints and grievances are the subject of arbitration as follows:

18.02.01 A Board of Adjustment is hereby created for the settlement of disputes. It shall be composed of a panel selected by the Union and a panel selected by the Employer. Said Board shall organize within five (5) days of the signing of this Agreement, and shall elect a Chairman and shall adopt rules of procedure which shall bind the contracting parties. In the event the parties hereto do not, or have not, mutually agreed upon rules of procedure, the rules of procedure governing a particular matter referred to the Board of Adjustment shall be referred for determination to the Board of Adjustment as composed and convened by the procedures provided below. Within twenty-four (24) hours of the time any dispute is referred to it by either party, two (2) representatives from the Union panel and two (2) representatives from the Employer panel shall meet as a Board, with a Chairman and Secretary to consider such dispute. Said Board shall have the power to adjust any differences that may arise regarding the meaning or enforcement of this contract. If the Board within twenty-four (24) hours after such meeting cannot agree on any matter referred to it, the members thereof within three (3) days shall choose a fifth (5th) member who shall have no business or financial connection with either party. In the event said members are unable unanimously to agree upon the identity of said fifth (5th) member within said three-day period, the choice shall be made by either party requesting the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators from which the said fifth (5th) member shall be chosen by each party striking two (2) names from said list, the arbitrator whose name then remains becoming the said fifth (5th) member. The matter shall then proceed to arbitration before the Board of Adjustment as so composed with all due expedition.

In the event either party fails to meet within fifteen (15) days of the date the other party requests in writing that the Board of Adjustment be convened, the grievance shall be resolved in favor of the grieving party.

The time (i.e., fifteen [15] days) may be extended by mutual agreement of the Employer and the Union.

18.02.02 The decision of said Board shall be determined by a majority of its members and shall be rendered within ten (10) days after such submission. Said decision shall be within the scope and terms of this Agreement and shall be final and binding on all parties hereto. Pending such decision, work shall be continued in accordance with the provisions of this contract. The expense of employing said fifth (5th) person shall be borne equally by both parties. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, unless called to the attention of the Employer and the Union in writing within fifteen (15) days or after the alleged violation was committed.

18.03.00 NO CESSATION OF WORK

18.03.01 With respect to any dispute, complaint or grievance arising under the terms and conditions of this Agreement, which is subject to arbitration under the provisions of 18.00.00 and Job Placement Regulations 04.10.43, of this Agreement, the Employer and Individual Employer agree that they and each of them will not authorize any lockout, slowdown or stoppage of work and the Union will not authorize any strike, slowdown or stoppage of work.

18.03.02 The foregoing no-strike, no-lockout provision of 18.03.01 shall apply and shall only be of force and effect with respect to or concerning a dispute, complaint or grievance subject to arbitration under the provisions of 18.00.00 and Job Placement Regulations, 04.10.43 of this Agreement, and with respect to any disputes, complaints or grievances not subject to arbitration under the provisions of 18.00.00, 19.00.00 and Job Placement Regulations 04.10.43 of this Agreement the Union is hereby specifically authorized to withdraw any or all of the Employees of such Individual Employer subject to this Agreement from work covered by this Agreement for such Individual Employer and such withdrawal shall not, so long as such dispute shall continue, be a violation of this Agreement or any clause, sentence, paragraph or section of this Agreement.

18.03.03 Any Employees withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work, provided, however, nothing in 18.03.00 shall in any way modify or affect the Union's obligation or the provisions of any Trust Agreement or amendment thereof referred to in 12.00.00 of this Agreement.

18.03.04 If and when the Union has any dispute, complaint or grievance with an Individual Employer concerning any manning provision or Section 04.00.00, including the Job Placement Regulations, the Union shall not exercise its rights to withdraw Employees under Section 18.03.03 for seventy-two (72) hours after receipt by the Employer of written notice by the Union of the dispute, complaint or grievance.

18.03.05 If the Union has exercised its right to withdraw Employees because of a dispute, complaint or grievance with an Individual Employer concerning a manning violation then the Individual Employer shall have a right to follow the procedure set out in 18.02.01 and 18.02.02. In the event the Individual Employer mans the equipment as requested by the Union or decides to leave the equipment down, and the Board of Adjustment determines there was no manning violation by the Individual Employer, the Union shall not be liable for costs or loss incurred by manning the equipment or leaving it down.

18.03.06 The decision of the Board of Adjustment with respect to the manning of any classification shall control the manning of that classification thereafter and the Union shall not withdraw Employees unless an Individual Employer fails to man the classification in accordance with the decision of the Board of Adjustment. After fifteen (15) days subsequent to such decision of the Board of Adjustment, if an Individual Employer does not man a classification in accordance with the decision of the Board of Adjustment, the Union shall not be bound by Section 18.03.04 with respect to such classification and Individual Employer.

18.03.07 Regardless of any provision of Section 18.00.00 to the contrary, the right of withdrawal will not be exercised only to harass an Individual Employer.

18.04.00 **Manning and Hiring Violations.** An Individual Employer who has violated any of the manning provisions or Section 04.00.00 of this Agreement shall pay into the Operating Engineers Pensioned Health and Welfare Trust Fund an amount not to exceed the wages, straight time and overtime, and fringe benefits that would have been paid by the Individual Employer but for the violation plus twenty-five percent (25%) of the total amount not as a penalty but by way of liquidated damages for the damages suffered by the Union. Such payments shall be for not more than ten (10) days of said violation prior to the notification of the Employer, as provided in Section 18.03.04.

18.04.01 In the event there is a dispute between the Employer and the Union over the amount due, said dispute will be settled in accordance with the provisions set forth in 18.02.01 and 18.02.02 and work shall continue in accordance with the provisions of Section 18.03.01.

18.04.02 If the Individual Employer fails to make any payments determined to be owing pursuant to this Section, the Union shall have the right to withdraw Employees in accordance with 18.03.02 and 18.03.03 until such payment is made.

19.00.00 JURISDICTIONAL DISPUTES

19.01.00 *There shall be no cessation or interference in any way with any work of the Employer or any Individual* Employer by reason of jurisdictional disputes between the Union and any other union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, and if not settled then it shall be submitted to the International Presidents of the Unions involved in the dispute for determination and if not settled, the parties hereto agree that the dispute shall be submitted to the Arbitration Panel set forth in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or its successor acceptable to the Building and Construction Trades Department of the AFL-CIO and the International Union of Operating Engineers. The Employer, the Individual Employer and the Union shall be and are bound by the Arbitration Panel's determination, decision and/or award and the misassignment if any is found shall be promptly corrected by the Individual Employer unless the other union shall refuse to abide by the determination and decision in which case the Union shall be and is authorized to proceed to enforce the decision by any lawful means in which case the work shall proceed as originally assigned by the Individual Employer until such decision is made. In the event an Individual Employer shall misassign the work after notice of the decision, he shall be subject to such penalty as shall be determined by the Board of Adjustment.

NOTE: If the International Presidents cannot resolve the dispute, it is submitted to arbitration through the aforesaid Plan, provided such Plan for the Settlement of Jurisdictional Disputes is subscribed to by the disputing parties. Such arbitrator's decision is final and enforceable in court.

20.00.00 ADDITIONAL WORK OR CLASSIFICATIONS

20.01.00 **New Equipment.** This Agreement contemplates that as and when equipment and other means and methods of operating equipment not presently in use in the area covered by this Agreement is or are about to be *introduced on a jobsite, the Employer and the Union shall upon written request by either party meet within ten (10)* working days to negotiate an appropriate rate, classification and working rule for the equipment's operation and for the other means or methods of operating equipment not presently in use.

20.02.00 **Committee.** Such rate, classification and working rule shall be established at a job conference ten (10) days prior to the time the equipment or means or methods of operating equipment not presently in use are introduced on a jobsite, and if it is not settled at such a conference, the matter may be referred to a standing committee consisting of three (3) representatives each of the Union and the Employer established by the Union and the Employer to conduct such negotiations.

20.02.01 Such committee will meet within ten (10) days after written request of the Individual Employer intending to operate such equipment or use such means or methods of operating equipment not presently in use accompanied by photograph and pertinent catalog or other data on the equipment or means or methods of operating equipment not presently in use and agree to a straight-time hourly wage rate for each classification required and working rule within fifteen (15) days from the date of notice unless the parties mutually agree to extend the time, which rate and classification and working rule shall be added to and become a part of Section 01.00.00, as of the date of the initial introduction of the equipment or such means or methods of operating equipment not presently in use on a jobsite.

20.02.02 Until such rate or rates, classification or classifications and working rule is established, the Individual Employer may operate the equipment or use such means or methods of operating equipment not presently in use at a temporary rate or rates, classification or classifications and working rule for thirty (30) calendar days only from the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite, provided that such thirty (30) calendar-day period may be extended by mutual agreement of the committee provided in 20.02.00. The permanent rate, classification and working rule, when established, will be paid retroactively to the date of the initial introduction of the equipment or means or methods of operating equipment not presently in use on a jobsite.

20.02.03 The foregoing shall also apply when work under air pressure is undertaken or when nuclear devices, Laser Beams or other devices for field surveying or to move earth not specifically covered in Section 01.00.00 are used, or to be used.

21.00.00 SPECIAL PROVISIONS CONCERNING FOREMEN OTHER THAN GENERAL FOREMEN

21.01.00 **General Provisions.** The provisions of this Section 21.00.00, to the extent they differ from any specific provision of other Sections of this Agreement, shall supersede such provision and this Section 21.00.00, as to such provision, shall control.

21.02.00 **Classified as Supervisors.** Foremen shall not be subject to the Job Placement Regulations of this Agreement except where such Foremen are employed to operate equipment (other than in an on-the-job emergency).

21.03.00 **Foremen and Shifters.** The Individual Employer shall have the right to determine the number of Foremen and Shifters, with the following exceptions:

21.03.01 When the Individual Employer employs seven (7) or more Journeymen Operators on a spread to operate individually manned pieces of earthmoving equipment, including shovels (not individually manned), or individually manned pieces of equipment directly supplemental thereto, or any combination thereof on any shift, he shall employ a Foreman or Shifter to supervise them.

21.03.02 When three (3) or more Journeymen Operators are employed by an Individual Employer to operate individually manned pieces of earthmoving equipment, including shovels (not individually manned), or individually manned pieces of equipment directly supplemental thereto or any combination thereof on overtime, the Foreman or Shifter who is in charge of supervising the operation of the equipment during the straight-time hours shall be afforded the opportunity to work overtime including Saturdays, Sundays, and holidays.

21.03.03 When individually manned units of earthmoving equipment, including shovels, which are being operated under this Agreement, are being supervised, the immediate supervision shall be done by a Foreman or Shifter pursuant to this Agreement.

21.04.00 **Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty).** The Individual Employer shall have the right to determine the number of Heavy Duty Repairman Foremen or Master Mechanics (Heavy Duty), with the following exceptions:

21.04.01 When the Individual Employer is employing five (5) or more Heavy Duty Repairmen, he shall employ a Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) to supervise them.

21.04.02 When five (5) or more Heavy Duty Repairmen are performing work on an overtime basis, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) who is in charge of the preceding straight-time work shall be afforded the opportunity to work overtime including Saturdays, Sundays and holidays.

21.04.03 No Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) shall work with the tools, except when required in the supervision of his work, and except in an on-the-job emergency, provided, however, in the event a regular Heavy Duty Repairman is absent, the Heavy Duty Repairman Foreman or Master Mechanic (Heavy Duty) may work with the tools, provided in such case that prior to such work the appropriate Job Placement Center of the Union has been requested to dispatch a replacement.

21.05.00 **Fringe Benefits.** The Individual Employer shall abide by Section 12.00.00 with respect to Foremen, Shifters, Heavy Duty Repairman Foremen, and Master Mechanics (Heavy Duty) in the same manner as applied to all Employees covered by this Agreement.

21.06.00 ***Union Security.*** *When the Individual Employer uses Foremen, Shifters, Heavy Duty Repairman* Foremen and Master Mechanics (Heavy Duty), they shall be required to be members of the Union.

22.00.00 SPECIAL PROVISIONS COVERING SUPERVISORY PERSONNEL ABOVE THE RANK OF FOREMAN

22.01.00 **Fringe Benefits.** The Individual Employers may cover their supervisory personnel above the rank of Foremen in the Operating Engineers' Health and Welfare Trust Fund for Northern California, Pensioned Operating Engineers' Health and Welfare Fund and Pension Trust Fund for Operating Engineers by paying into the above Trusts set forth in the Master Agreement monthly on the basis of 168 hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such employee in a month; provided, however, once the Individual Employer makes one (1) payment on behalf of such employee, it shall continue to make such payment so long as the Employee is in its employ during the life of the Agreement, above the rank of foreman. The employee must be a member of the Union in good standing and must maintain membership in the Union in good standing for the life of this Agreement. An Individual Employer may elect not to make payments to the Health and Welfare Trust on behalf of *such supervisory personnel if the Individual Employer provides the employees with health care benefits through another* source. If an Individual Employer does not make payments to the Health and Welfare Trust Fund on such an employee's behalf, it may not do so for the duration of this Agreement.

23.00.00 VACATION AND HOLIDAY PAY PLAN

23.01.00 **Payments by the Individual Employer.** Each Individual Employer covered by this Agreement shall pay each Employee covered by this Agreement in addition to the Employee's "regular rate" or "basic hourly rate" the amount provided for in 12.06.00 for each hour worked or paid by such Employee for such Individual Employer under this Agreement and for each hour due such Employee as shift differential from such Individual Employer.

23.01.01 The amount due each Employee covered by this Agreement as provided for in 12.06.00 of this Agreement shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer and an Individual Employer shall be delinquent if such Individual Employer's report and payment is not received by the bank prior to midnight of the 25th day of that month. Each Individual Employer shall report the hours and the amounts so paid to the account of each Employee on the same reporting form upon which each Individual Employer reports his payments to the Funds in this Agreement provided and shall make payment to the same bank and Transit Trustee Account. Upon receipt of such payment by the Bank and Transit Trustee Account each Individual Employer so reporting and paying shall have no other responsibility or obligation, and shall be fully released from any and all obligations hereunder.

23.01.02 The parties agree that the payments provided in this Section 23.01.00 are in lieu of the Employee's actually taking a vacation. Such payments shall not be considered part of the hourly wage rates for the purpose of computing overtime, either under the Fair Labor Standards Act, the Walsh-Healy Act or any other law, and no vacation payment shall be made on the basis of a premium rate of time and one-half or double time.

23.02.00 **Deduction of Taxes.** All taxes due from each Employee including taxes due by reason of payments under this Vacation and Holiday Pay Plan shall be deducted by each Employee's Individual Employer from each Employee's regular wages and such total tax deductions together with the amount payable under this Vacation and Holiday Pay Plan shall be separately noted on the Employee's paycheck.

23.03.00 **Administration of Plan.** The administration of this Plan shall be by and under a Fund Manager. The Fund Manager of the Pension Trust Fund for Operating Engineers in this Agreement provided for shall be the Fund Manager of this Plan.

23.03.01 The Fund Manager shall cause all money paid into the bank and Transit Account to be transferred to a Trustee Account of the Fund Manager of this Plan in the same bank, to be known as "Operating Engineers Local Union No. 3 Vacation and Holiday Pay Plan" not less often than thirty (30) days after its deposit in the Transit Account.

23.03.02 All interest earned while funds are on deposit in the Transit Account shall be transferred by the Fund Manager to a revolving account from which the Fund Manager shall pay all expenses of every kind or nature incurred in carrying out this Vacation and Holiday Pay Plan, including the entrance fee of the Credit Union and in the event such interest shall not be sufficient to pay such expenses so much of the interest earned by the Operating Engineers Local Union No. 3 Vacation and Holiday Pay Plan Account as may be necessary to liquidate such expenses shall be transferred to the revolving account. The Fund Manager and his agents shall be bonded for the full amount on deposit in the revolving account at all times and such other amount as may be required by law. The cost of such bond or bonds shall be a proper expense of the Fund Manager.

23.04.00 **Payment of Vacation and Holiday Pay to Employees.** During the months of April and October of each calendar year an Employee desirous of having his Vacation and Holiday Pay paid directly to him shall notify the Fund Manager on a form to be provided by the Fund Manager which the Employee can obtain at the office of the Fund Manager or any Job Placement Center of Operating Engineers Local Union No. 3 in Northern California. Such notice on such form must be received at the office of the Fund Manager not later than five (5) o'clock p.m., Alameda Local Time, April 30 or October 31 of each calendar year.

23.04.01 In addition to those notifying the Fund Manager of this Plan as last above set out of their desire to be paid directly, all Employees for whom Individual Employer payments of less than sixty dollars ($60.00) have been made into this Plan and received by the Fund Manager by March 31 (February hours) or September 30 (August hours) of each calendar year, as the case may be, shall be paid their Vacation and Holiday Pay directly.

23.04.02 On or before May 15 and November 15 of each calendar year the Fund Manager of this Plan shall, as to each Employee giving the notice herein above set out or who has not had paid in by reason of his employment by an Individual Employer or Individual Employers, sixty dollars ($60.00), as provided in 23.04.01, draw a check payable to each such Employee in an amount equal to the Individual Employer payments made by reason of such Employee's employment plus such Employee's proportionate share of the interest earned as of March 31 and September 30 of each calendar year less expenses. These checks shall be sent postage prepaid to the last known address of the Employee in the records of the Fund Manager and if he has no record in the records of Operating Engineers Local Union No. 3, those checks which are returned or from whom the Fund Manager has no address shall be held for seven (7) years by the Fund Manager for each such Employee and then destroyed by the Fund Manager, and the Funds shall be applied to the payments of the expenses of this Plan and any excess prorated annually among the then participants. A carrying charge of one percent (1%) of the annual interest earned on all sums uncalled for until the check is destroyed shall be charged and shall be applied to the payment of the expenses of this Plan.

23.04.03 Principal and interest shall be separately stated on each such Employee's check.

23.04.04 Provided, however, that an Employee may direct the Fund Manager in writing to transfer his Vacation Pay on a current basis to his account in the Credit Union as requested by the Credit Union. Such direction shall state the minimum term for which it shall remain in effect and shall continue thereafter until revoked by the Employee in writing.

23.04.05 In the event such notice provided for in 23.04.00 is not received, all sums due each Employee not giving such notice within the time provided and for whom sixty dollars ($60.00) or more including interest is on deposit in the Operating Engineers Local Union No. 3 Vacation and Holiday Pay Plan as of March 31 (February hours), and September 30 (August hours) of each calendar year, shall be transferred by the Fund Manager of this Plan on or before May 15 and November 15 of each calendar year to a special account of Operating Engineers Local Union No. 3 Credit Union for the purchase of shares in the Credit Union for each such Employee. Shares so purchased shall be issued by the Credit Union to each such Employee as of May 31 and November 30 of each calendar year and any amount less than one (1) share shall be carried to the credit of each such Employee.

23.04.06 In the event of the death or adjudicated incompetence of any Employee the monies credited to him exclusive of interest will be paid over to the beneficiary designated as such under the Pension Trust Fund for Operating Engineers upon presentation of a certified copy of the death certificate or order adjudicating incompetence to the Fund Manager, or if no such beneficiary has been designated, to the authorized representative of the estate of the deceased Employee or to the guardian or conservator of the estate of the incompetent Employee or as otherwise provided in the Probate Code of the State of California.

23.04.07 The Credit Committee of the Credit Union, not acting for the Credit Union but under this Plan, shall in emergency cases be empowered to direct the Fund Manager to immediately release the monies credited to the Employee concerned exclusive of interest, provided the total to be released is in excess of twenty-five dollars ($25.00). Said emergencies shall be limited to the extent that an Employee will be allowed no more than two (2) withdrawals per year, one (1) in each accumulation period, on an emergency basis subject to the approval of the Credit Committee.

23.05.00 **Liability of Individual Employer.** Neither the Employer nor any Individual Employer shall be liable for the payments due from any other Individual Employer or for any of the expenses of administering this Plan.

23.06.00 **Records.** The Fund Manager will maintain all records necessary to carry out this Vacation and Holiday Pay Plan and supply the Operating Engineers Local Union No. 3 Credit Union at all times with the records necessary and proper to enable it to properly and accurately credit each Employee and issue to each Employee shares as in this Plan provided. The Fund Manager shall comply with all requirements of law and make and file any and all reports required by law. He shall be entitled to act through agents specifically authorized by him in writing who if they handle funds shall be properly bonded.

23.07.00 **Delinquent Accounts.** The Fund Manager shall not be responsible or liable for the collection of delinquent accounts. However, in the event the Fund Manager should desire so to do he is empowered so to do and any expense thereby incurred shall be a proper expense of this Plan.

24.00.00 MAP DESCRIPTION FOR AREAS 1 AND 2

24.01.00 The following is a description based upon township and range lines of Areas 1 and 2.

24.02.00 Area 1 is all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,

3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E,
5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,
17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,
25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,
34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,
39. Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,

54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California / Oregon State Border,
64. Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean, and
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,

104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean,
excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E.
121. Area 2 shall be all areas not part of Area 1 described above.

25.00.00 CHANGES

25.01.00 It is hereby understood and agreed that no settlement of any dispute as to the interpretation of this Agreement or the interpretation of any word, phrase, clause, sentence, paragraph or section thereof other than as may be determined through Section 18.00.00, Settlement of Disputes, shall be of any force or effect unless and until it is (a) reduced to writing; (b) signed by the Business Manager of the Union; and (c) the Secretary of the Employer representing the Individual Employer.

26.00.00 TERM OF AGREEMENT

26.01.00 **Employer's Membership.** This Agreement is made for and on behalf of and shall be binding upon the Employer, any Association of Employers signatory hereto, and the Individual Employers as defined in 02.02.00.

26.01.01 The Employer and each Association of Employers signatory hereto represents that upon the date of the execution of this Agreement the Employer or Association of Employers signatory hereto, as the case may be, represents its members, Individual Employers as defined in 02.02.00, and that said Individual Employers have duly authorized it to make this contract for and on their behalf as parties hereto.

26.02.00 **Agreement Binding Upon Parties.** This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

26.03.00 **Effective and Termination Dates.** This Agreement shall be extended effective June 16, 2002, and shall remain in effect through June 15, 2006, and if the written notice provided by Section 8(d) of the National Labor Relations Act as Amended is not given by either the Union or the Employer to the other, it shall continue indefinitely; provided however, this Agreement may be terminated at any time after June 15, 2006, by either the Union or the Employer giving to the other the written notice provided by Section 8(d) of the Act in which event this Agreement shall terminate at the end of the sixtieth (60th) calendar day after receipt of such notice. Regardless of when terminated, the Union and Employer will negotiate exclusively with each other during the last sixty (60) days of the Agreement.

RETIREE WORK PROVISIONS

Recognizing that retired Employees may from time to time wish to return to work on a temporary basis, the Employer and the Union have agreed that said Retiree may return to work on the following basis:

(1) Retiree is age 62 years or over.

(2) Does not replace any Employee currently on the payroll of the Individual Employer.

(3) *Is requested to work during the months of April through November of any calendar year.*

(4) There is less than fifteen percent (15%) registered on the out-of-work list in the Job Placement Center servicing the job or project to which the Employee is to be dispatched.

(5) Retiree is not eligible to register or work in a Preferred Classification.

(6) A Journeyman shall not be employed as an Assistant to Engineer.

(7) **PENSIONED HEALTH AND WELFARE.** Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers' Pensioned Health and Welfare Trust Fund according to the following schedule:

Effective June 24, 2002 - Thirteen dollars and Seventy-eight cents ($13.78) per hour.

Effective June 30, 2003 - The sum of all of the hourly contribution rates set forth in Section 12.00.00 which are in effect on June 30, 2003 less the amount paid to the Affirmative Action Trust Fund for journeymen hours.

Effective June 28, 2004 - The sum of all of the hourly contribution rates set forth in Section 12.00.00 which are in effect on June 28, 2004, less the amount paid to the Affirmative Action Trust Fund for journeymen hours.

Effective June 27, 2005 - The sum of all of the hourly contribution rates set forth in Section 12.00.00 which are in effect on June 27, 2005, less the amount paid to the Affirmative Action Trust Fund for journeymen hours.

(8) **AFFIRMATIVE ACTION.** Each Individual Employer covered by the Retiree Work Provisions shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective June 25, 2001 - Sixty-two cents ($.62) per hour.*
Effective June 24, 2002 - the amount provided for in Section 12.05.00
Effective June 30, 2003 - the amount provided for in Section 12.05.00
Effective June 28, 2004 - the amount provided for in Section 12.05.00
Effective June 27, 2005 - the amount provided for in Section 12.05.00

The contribution rate to the Affirmative Action Trust Fund shall be adjusted whenever the rate paid on Journeymen under Section 12.05.00 is adjusted and shall be adjusted by the same amount as it is under Section 12.05.00.

*Note: Effective March 1, 1999, pursuant to the Second Amended Consent Decree, the contribution rate was decreased by one cent ($.01) per hour to fifty-eight cents ($.58) per hour.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representatives duly authorized to do so this _____ day of _____, 2002.

FOR THE UNION:
OPERATING ENGINEERS LOCAL UNION NO. 3
of the International Union of Operating Engineers, AFL-CIO

_____
Donald R. Doser, Business Manager

_____
John Bonilla, President

_____
T. Robert Miller, Vice President

_____
Rob Wise, Recording-Corresponding Secretary

_____
Harold Lewis, Financial Secretary

_____
Frank Herrera, Treasurer

FOR THE EMPLOYER:
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

_____
Thomas T. Holsman, Executive Vice President & CEO

ADDENDUM "A"

RESIDENTIAL CONSTRUCTION
AND
BUILDING CONSTRUCTION

SECTION 1

Coverage

Section 1.1 This Addendum shall apply to Residential Construction and Building Construction work as defined below which is performed in the Counties listed below.

Section 1.2 All terms and conditions of the Master Agreement shall apply to such work except for those provisions which are specifically modified or superseded by this Addendum. The Master Agreement will apply in its entirety to all work not covered by this Addendum.

SECTION 2

Definition of Type of Work

Section 2.1 **Residential Construction**: Town or row houses; apartment buildings (4 stories or less); single family houses; mobile home developments; multi-family houses; and student housing.

Section 2.2 **Building Construction**: Alterations and additions to non-residential buildings; apartment buildings (5 stories and above); arenas (enclosed); auditoriums; automobile parking garages; banks and financial buildings; barracks; churches; hospitals; hotels; industrial buildings; institutional buildings; libraries; mausoleums; motels; museums; nursing and convalescent facilities; office buildings; out-patient clinics; passenger and freight terminal buildings; police stations; post offices; city halls; civic centers; commercial buildings; court houses; detention facilities; dormitories; farm buildings; fire stations; power plants; prefabricated buildings; remodeling buildings; renovating buildings; repairing buildings; restaurants; schools; service stations; shopping centers; stores; subway stations; theaters; and warehouses. Buildings which are part of a water treatment or sewage treatment plant are not covered by this Addendum, they are "Heavy" work.

SECTION 3

Wages and Fringe Benefits

	6/16/02	6/16/03	6/16/04	6/16/05
Group 1 (3 classifications)				
Area 1	$32.50	$1.16	$1.16	$1.16
Area 2	$34.50	$1.16	$1.16	$1.16
Group 2 (5 classifications)				
Area 1	$31.05	$1.16	$1.16	$1.16
Area 2	$33.05	$1.16	$1.16	$1.16
Group 3 (18 classifications)				
Area 1	$29.65	$1.16	$1.16	$1.16
Area 2	$31.65	$1.16	$1.16	$1.16
Group 4 (34 classifications)				
Area 1	$28.32	$1.16	$1.16	$1.16
Area 2	$30.32	$1.16	$1.16	$1.16

	6/16/02	6/16/03	6/16/04	6/16/05
Group 5 (20 classifications)				
Area 1	$27.11	$1.16	$1.16	$1.16
Area 2	$29.11	$1.16	$1.16	$1.16
Group 6 (28 classifications)				
Area 1	$25.84	$1.16	$1.16	$1.16
Area 2	$27.84	$1.16	$1.16	$1.16
Group 7 (28 classifications)				
Area 1	$24.75	$1.16	$1.16	$1.16
Area 2	$26.75	$1.16	$1.16	$1.16
Group 8 (32 classifications)				
Area 1	$23.67	$1.16	$1.16	$1.16
Area 2	$25.67	$1.16	$1.16	$1.16
Group 8A (4 classifications)				
Area 1	$21.55	$1.16	$1.16	$1.16
Area 2	$23.55	$1.16	$1.16	$1.16
FOREMAN AND SHIFTERS, OVER 7 EMPLOYEES				
Area 1	$32.50	$1.16	$1.16	$1.16
Area 2	$34.50	$1.16	$1.16	$1.16
FOREMAN (WORKING) UNDER 7 EMPLOYEES				
Area 1	$31.05	$1.16	$1.16	$1.16
Area 2	$33.05	$1.16	$1.16	$1.16
MASTER MECHANIC, OVER 5 EMPLOYEES				
Area 1	$32.50	$1.16	$1.16	$1.16
Area 2	$34.50	$1.16	$1.16	$1.16
SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES				
Group 1				
Area 1	$36.65	$1.16	$1.16	$1.16
Area 2	$38.65	$1.16	$1.16	$1.16
Group 2				
Area 1	$35.01	$1.16	$1.16	$1.16
Area 2	$37.01	$1.16	$1.16	$1.16
Group 3				
Area 1	$33.45	$1.16	$1.16	$1.16
Area 2	$35.45	$1.16	$1.16	$1.16
Group 4				
Area 1	$31.93	$1.16	$1.16	$1.16
Area 2	$33.93	$1.16	$1.16	$1.16
Group 5				
Area 1	$30.58	$1.16	$1.16	$1.16
Area 2	$32.58	$1.16	$1.16	$1.16
Group 6				
Area 1	$29.14	$1.16	$1.16	$1.16
Area 2	$31.14	$1.16	$1.16	$1.16

		6/16/02	6/16/03	6/16/04	6/16/05
Group 7					
	Area 1	$27.93	$1.16	$1.16	$1.16
	Area 2	$29.93	$1.16	$1.16	$1.16
Group 8					
	Area 1	$26.72	$1.16	$1.16	$1.16
	Area 2	$28.72	$1.16	$1.16	$1.16
Group 8A					
	Area 1	$24.33	$1.16	$1.16	$1.16
	Area 2	$26.33	$1.16	$1.16	$1.16
FOREMAN AND SHIFTERS, OVER 7 EMPLOYEES					
	Area 1	$36.65	$1.16	$1.16	$1.16
	Area 2	$38.65	$1.16	$1.16	$1.16
FOREMAN (WORKING) UNDER 7 EMPLOYEES					
	Area 1	$35.01	$1.16	$1.16	$1.16
	Area 2	$37.01	$1.16	$1.16	$1.16
MASTER MECHANIC, OVER 5 EMPLOYEES					
	Area 1	$36.65	$1.16	$1.16	$1.16
	Area 2	$38.65	$1.16	$1.16	$1.16
ALL CRANES AND ATTACHMENTS (Same Manning as Master Agreement)					
Group 1-A (5 classifications)					
	Area 1	$33.35	$1.16	$1.16	$1.16
	Area 2	$35.35	$1.16	$1.16	$1.16
Group 2-A (6 classifications)					
	Area 1	$31.66	$1.16	$1.16	$1.16
	Area 2	$33.66	$1.16	$1.16	$1.16
Group 3-A (6 classifications)					
	Area 1	$30.02	$1.16	$1.16	$1.16
	Area 2	$32.02	$1.16	$1.16	$1.16
5183 Truck Crane Oiler**					
Group 1-A					
	Area 1	$26.69	$1.16	$1.16	$1.16
	Area 2	$28.69	$1.16	$1.16	$1.16
Group 2-A					
	Area 1	$26.45	$1.16	$1.16	$1.16
	Area 2	$28.45	$1.16	$1.16	$1.16
Group 3-A					
	Area 1	$26.21	$1.16	$1.16	$1.16
	Area 2	$28.21	$1.16	$1.16	$1.16
5183 Hydraulic**					
Group 3-A					
	Area 1	$25.84	$1.16	$1.16	$1.16
	Area 2	$27.84	$1.16	$1.16	$1.16

		6/16/02	6/16/03	6/16/04	6/16/05
5173 Oiler**					
Group 1-A					
	Area 1	$24.52	$1.16	$1.16	$1.16
	Area 2	$26.52	$1.16	$1.16	$1.16
Group 2-A					
	Area 1	$24.30	$1.16	$1.16	$1.16
	Area 2	$26.30	$1.16	$1.16	$1.16
Group 3-A					
	Area 1	$24.05	$1.16	$1.16	$1.16
	Area 2	$26.05	$1.16	$1.16	$1.16
ALL CRANES AND ATTACHMENTS, SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES					
Group 1-A					
	Area 1	$37.61	$1.16	$1.16	$1.16
	Area 2	$39.61	$1.16	$1.16	$1.16
Group 2-A					
	Area 1	$35.70	$1.16	$1.16	$1.16
	Area 2	$37.70	$1.16	$1.16	$1.16
Group 3-A					
	Area 1	$33.84	$1.16	$1.16	$1.16
	Area 2	$35.84	$1.16	$1.16	$1.16
5183 Truck Crane Oiler**					
Group 1-A					
	Area 1	$30.12	$1.16	$1.16	$1.16
	Area 2	$32.12	$1.16	$1.16	$1.16
Group 2-A					
	Area 1	$29.85	$1.16	$1.16	$1.16
	Area 2	$31.85	$1.16	$1.16	$1.16
Group 3-A					
	Area 1	$29.58	$1.16	$1.16	$1.16
	Area 2	$31.58	$1.16	$1.16	$1.16
5183 Hydraulic**					
Group 3-A					
	Area 1	$29.14	$1.16	$1.16	$1.16
	Area 2	$31.14	$1.16	$1.16	$1.16
5173 Oiler**					
Group 1-A					
	Area 1	$27.66	$1.16	$1.16	$1.16
	Area 2	$29.66	$1.16	$1.16	$1.16
Group 2-A					
	Area 1	$27.42	$1.16	$1.16	$1.16
	Area 2	$29.42	$1.16	$1.16	$1.16
Group 3-A					
	Area 1	$27.14	$1.16	$1.16	$1.16
	Area 2	$29.14	$1.16	$1.16	$1.16

CLASSIFICATIONS AND RATES FOR STEEL ERECTORS AND FABRICATORS
(Same Manning as Master Agreement)

Group 1 (3 classifications)	$34.29	$1.16	$1.16	$1.16
Group 2 (4 classifications)	$32.58	$1.16	$1.16	$1.16
Group 3 (2 classifications)	$31.19	$1.16	$1.16	$1.16
Group 4 (3 classifications)	$29.26	$1.16	$1.16	$1.16
Group 5 (1 classification)	$28.01	$1.16	$1.16	$1.16

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

5183** Truck Crane Oiler				
Group 1	$27.30	$1.16	$1.16	$1.16
Group 2	$27.08	$1.16	$1.16	$1.16
Group 3	$26.83	$1.16	$1.16	$1.16
5183** Hydraulic				
Group 3	$26.45	$1.16	$1.16	$1.16
5173** Oiler				
Group 1	$25.16	$1.16	$1.16	$1.16
Group 2	$24.91	$1.16	$1.16	$1.16
Group 3	$24.68	$1.16	$1.16	$1.16

STEEL ERECTORS AND FABRICATORS, SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES

Group 1	$38.66	$1.16	$1.16	$1.16
Group 2	$36.74	$1.16	$1.16	$1.16
Group 3	$35.16	$1.16	$1.16	$1.16
Group 4	$33.01	$1.16	$1.16	$1.16
Group 5	$31.59	$1.16	$1.16	$1.16
5183** Truck Crane Oiler				
Group 1	$30.80	$1.16	$1.16	$1.16
Group 2	$30.54	$1.16	$1.16	$1.16
Group 3	$30.26	$1.16	$1.16	$1.16
5183** Hydraulic				
Group 3	$29.85	$1.16	$1.16	$1.16
5173** Oiler				
Group 1	$28.38	$1.16	$1.16	$1.16
Group 2	$28.11	$1.16	$1.16	$1.16
Group 3	$27.83	$1.16	$1.16	$1.16

CLASSIFICATIONS AND RATES FOR PILEDRIVERS (Same Manning as Master Agreement)

Group 1 (4 classifications)	$33.66	$1.16	$1.16	$1.16
Group 2 (5 classifications)	$31.95	$1.16	$1.16	$1.16
Group 3 (4 classifications)	$30.34	$1.16	$1.16	$1.16

	6/16/02	6/16/03	6/16/04	6/16/05
Group 4 (3 classifications)	$28.64	$1.16	$1.16	$1.16
Group 5 (0 classifications)	$27.39	$1.16	$1.16	$1.16
Group 6 (1 classification)	$26.14	$1.16	$1.16	$1.16
Group 7 (0 classifications)	$25.08	$1.16	$1.16	$1.16
Group 8 (2 classifications)	$24.00	$1.16	$1.16	$1.16

The straight-time rates of pay for the Truck Crane Oiler and Oiler classifications are as follows:

5183 Truck Crane Oiler**				
Group 1	$27.01	$1.16	$1.16	$1.16
Group 2	$26.78	$1.16	$1.16	$1.16
Group 3	$26.51	$1.16	$1.16	$1.16
5173 Oiler**				
Group 1	$24.84	$1.16	$1.16	$1.16
Group 2	$24.59	$1.16	$1.16	$1.16
Group 3	$24.36	$1.16	$1.16	$1.16

PILEDRIVERS, SPECIAL SINGLE SHIFT AND SECOND SHIFT WAGE RATES

Group 1	$37.95	$1.16	$1.16	$1.16
Group 2	$36.01	$1.16	$1.16	$1.16
Group 3	$34.22	$1.16	$1.16	$1.16
Group 4	$32.29	$1.16	$1.16	$1.16
Group 5	$30.90	$1.16	$1.16	$1.16
Group 6	$29.48	$1.16	$1.16	$1.16
Group 7	$28.29	$1.16	$1.16	$1.16
Group 8	$27.09	$1.16	$1.16	$1.16
5183 Truck Crane Oiler**				
Group 1	$30.47	$1.16	$1.16	$1.16
Group 2	$30.22	$1.16	$1.16	$1.16
Group 3	$29.91	$1.16	$1.16	$1.16
5173 Oiler**				
Group 1	$28.03	$1.16	$1.16	$1.16
Group 2	$27.75	$1.16	$1.16	$1.16
Group 3	$27.48	$1.16	$1.16	$1.16

Fringe Benefits

Fringe Benefit Rates. The fringe benefit rates set forth in the Master Agreement shall apply to all work covered by this Addendum.

SECTION 4

Addendum Counties

Section 4.1 This Addendum shall apply to covered work as defined in Section 2 which is performed in the Counties listed below:

Alpine; Amador; Butte, Calaveras; Colusa; Del Norte; El Dorado; Fresno; Glenn; Humboldt; Kings; Lake; Lassen; Madera; Mariposa; Mendocino; Merced; Modoc; Monterey; Napa; Nevada; Placer; Plumas; Sacramento; San Benito; San Joaquin; Santa Cruz; Shasta; Sierra; Siskiyou; Stanislaus; Sonoma; Sutter; Tehama; Trinity; Tulare; Tuolumne; Yuba; and Yolo.

SECTION 5

Work Rules

These work rules will apply to all building construction work, parking lots, and driveways covered by the Master Agreement in all counties covered by the Master Agreement on jobs on which the value of the work covered by the Master Agreement for the entire project is less than $200,000. The Individual Employer shall not engage in or enter into any scheme, plan or device with the Contracting Authority or Developer to job split or split contracts with the intent of pricing a specific job or project under $200,000. The Individual Employer shall provide the Union with documentation to establish that the value of a job is under $200,000.

Section 5.1 Straight time hours shall be reckoned by the half (½) shift, three quarters (3/4) of a shift and by the full shift.

Section 5.2 An Employee who works at more than one rate on the same day shall be paid at the highest rate for all hours worked if the Employee works at the highest rate for at least one half of the Employee's straight time hours worked that day. If the Employee works at the highest rate for less than one half of the Employee's straight time hours that day, the Employee shall be paid for actual time worked at each rate.

Section 5.3 So long as the Individual Employer properly mans a job, it may make full utilization of Employees by assigning them work other than work defined in Section 02.05.00 of the Master Agreement.

Section 5.4 The regular work day shall be eight (8) consecutive hours or ten (10) consecutive hours (exclusive of a meal period) which shall constitute a regular shift's work. The regular starting time of a single shift shall be between 5:00 a.m. and 10:00 a.m. The parties may establish different starting times.

Section 5.5 Forty (40) hours of work, Monday through Friday, shall constitute the regular workweek.

Section 5.6 All work performed in excess of forty (40) hours in any one (1) week and all hours worked on Saturday shall be paid for at the overtime rate of time and one-half (1-1/2). All work performed on Sunday and holidays shall be paid at double time.

EXHIBIT "A"
JOINT LABOR MANAGEMENT
SUBSTANCE ABUSE POLICY

I. INTRODUCTION

The Union and the Employer establish this Policy in order to provide the Individual Employer with a comprehensive substance abuse program, to provide Employees who abuse and/or are addicted to drugs, including alcohol, a means to receive treatment for their abuse and/or addiction, and to provide for a safe workplace. An Individual Employer is not obligated by this Agreement to have a substance abuse policy. Implementation of this Policy is not mandatory by any Individual Employer, but this Policy is the only policy the Individual Employer may implement for Employees. Once implemented, the Policy shall remain in effect unless otherwise agreed to by the Union and the Individual Employer.

An Individual Employer which is regulated by the United States Department of Transportation ("DOT") Code of Federal Regulation CFR 382 and 49 may elect not to implement the testing provisions of this Policy for its Employees who are not regulated by DOT.

II. NOTICE

A. An Individual Employer must give written notice to the Union that it is implementing this Policy. The notice must be delivered in person, by certified mail or by FAX before it implements the Policy. A DOT regulated Individual Employer shall specifically notify the Union whether it is implementing the testing provisions of this Policy for its Employees who are not subject to DOT regulations. The notice shall be delivered to the Union at the following address:

Operating Engineers Local Union No. 3
1620 South Loop Road
Alameda, CA 94502
(FAX: [510] 748-7401)

B. The Individual Employer may not implement this Policy unless it subjects all management and supervisory employees to the same type of testing which is provided herein.

C. An Individual Employer who has implemented this Policy shall advise the Union dispatchers with whom it places an order for Employees that it intends to drug test dispatched Employees. A test result shall not be set aside because an Employer does not give such notice.

D. An Individual Employer who implements this Policy shall provide written notice of this Policy to all Employees including those dispatched to it by the Union and shall provide each Employee with a copy of the Policy.

E. Failure to give a form of notice as set forth in this section shall make any drug testing engaged in by the Individual Employer a violation of the Master Agreement, and no results of any such test shall be relied upon to deny employment or pay or to discipline any Employee.

III. PURPOSE OF POLICY

A. The Individual Employer and the Union are committed to providing a safe and productive work environment for Employees. The Employer, Individual Employer and the Union recognize the valuable resource we have in our Employees and recognize that the state of an Employee's health affects attitude, effort, and job performance. The parties recognize that substance abuse is a behavioral, medical and social problem that causes decreased

efficiency and increased risk of accidents and of injury. The Individual Employer and the Union therefore adopt this Policy. The intent of the Policy is threefold:

1. To maintain a safe, drug and alcohol free workplace;
2. To maintain our work force at its maximum effectiveness; and
3. To provide confidential referral to the Addiction Recovery Program ("ARP") and to provide confidential treatment to those Employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.

B. In order to achieve these purposes, it is our primary goal to identify those Employees and refer them to professional counseling, and treatment before job performance has become a disciplinary problem. Employees are urged to use the services available through ARP. ARP will assist them and refer them to the appropriate treatment program.

1. Treatment for substance abuse and chemical dependency is provided under the Health and Welfare Plan, up to the limits described in the plans.
2. An Employee shall be granted necessary leave of absence for treatment ARP recommends contingent upon signing a return-to-work agreement as provided for in Section XI.

IV. EDUCATION PROGRAM

The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees. ARP shall continue to provide an educational program for the Individual Employer for their Employees and shall, to the maximum extent possible, train the Employees of Individual Employers who implement this Policy.

V. CONFIDENTIALITY

The Individual Employer will abide by all applicable State and Federal laws and regulations regarding confidentiality of medical records in any matter related to this Policy. The Individual Employer shall designate one of its management, supervisory or confidential employees to be its custodian of records and contact person for all matters related to this Policy. All such records shall be kept in a locked file which shall be labeled "confidential." Employee records related to this Policy shall not be kept in the Employee's personnel file.

All information from an Employee's drug and alcohol test is confidential for purposes other than determining whether this Policy has been violated. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the Employee. The results of a positive drug test shall not be released until the results are confirmed. Every effort will be made to insure that all Employee issues related to this Policy will be discussed in private and actions taken will not be made known to anyone other than those directly involved in taking the action, or who are required to be involved in the disciplinary procedure.

VI. TESTING

Testing for the presence of alcohol or controlled substances and/or their by-products in one's body may only be performed under the conditions set forth herein. All testing shall be done in accordance with the standards established by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), any successor agency, or any other

agency of the federal government which has responsibility for establishing standards for drug testing. All such agencies shall be collectively referred to as "SAMHSA."

Chain of Custody. All SAMHSA standards for Chain of Custody will be adhered to. A specimen for which the SAMHSA standards are not complied with shall not be considered for any purpose under this Policy.

Laboratories. All laboratories which perform tests under this Policy shall be SAMHSA certified.

Testing Procedures and Protocols. All SAMHSA standards for testing standards and protocols shall be followed. All specimens which are determined to be positive by the SAMHSA approved screening test shall be subject to a SAMHSA certified confirmatory test (gas chromatography/mass spectrometry).

Second Test. The laboratory shall save a sufficient portion of each specimen in a manner approved by SAMHSA so that an Employee may have a second test performed. Immediately after the specimen is collected, it will be labeled and then initialed by the Employee and a witness. If the sample must be collected at a site other than the drug and/or alcohol testing laboratory, the specimen shall then be placed in a transportation container. The container shall be sealed in the Employee's presence and the Employee shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method. Any Employee whose specimen is tested positive and who challenges a test result may have the second portion of the sample tested at his/her expense and at a laboratory agreed upon by the Employee and the MRO so long as that laboratory is SAMHSA certified and has been or is approved by the parties and the Employee requests the second test within seventy-two (72) hours of notice of a positive result. If the second test is negative, the Employee will be considered to have been tested negative.

Cut-Off Levels. SAMHSA standards for cut-off levels will be complied with when applicable. The cut-off levels for both the screening and confirmatory tests shall be per Federal standards as determined by the U. S. Department of Health and Human Services ("DHHS"). Only tests which are positive pursuant to the SAMHSA standards shall be reported to the Medical Review Officer as positive. A .04 blood/alcohol level or above shall be considered to be positive.

Medical Review Officer. A Medical Review Officer ("MRO") shall verify all positive test results. The MRO must be a licensed physician. The MRO shall be a member of the American Society of Addictive Medicine ("ASAM") if available. If no ASAM members are available, the MRO shall be certified by the Medical Review Officers' Certification Council. The Union shall approve all MRO's. Upon verification of a positive test result, the MRO shall refer the affected Employee to ARP for assessment and referral to treatment, if appropriate.

Consent Form. Any Employee directed to submit to a test in accordance with this Policy will sign a consent and release form, a copy of which is attached hereto (Form "A"). The consent and release form will only authorize (1) the facility where the specimen is collected to collect the specimen, (2) the laboratory which performs the test to perform the test and to provide the results to the MRO, and, if negative, to the Individual Employer, and (3) the MRO to verify tests and report to the Individual Employer whether the test is positive or negative. The consent and release form shall notify the Employee that he/she may have a Union representative present if available.

The Employee may be disciplined if he/she refuses to sign the authorization if the Individual Employer has advised the Employee (1) he/she must sign it or he/she will be disciplined up to and including termination, (2) the release is limited as provided herein, (3) the Employee has a right to consult with a Union representative before signing the release and before submitting to the test. An Employee who believes the Individual Employer is improperly directing him/her to submit to a test may file a grievance under the Master Agreement. The test results will be disregarded if the Board of Adjustment or Arbitrator determines the Individual Employer was not authorized by this Policy to direct the Employee to submit to the test.

Substances to be Tested For. A specimen may be tested for alcohol, cannabinoids (THC), barbiturates, opiates, cocaine, phencyclidines (PCP), amphetamines, and methaqualone or the by-products of these substances. A specimen shall not be tested for anything else. If DOT revises its list of substances for which it requires Individual Employer to test, this Section will be revised to include those substances. The laboratory will report positive test results to the MRO. The MRO will verify whether the test is positive or negative. The MRO shall report to the Individual Employer whether the Employee tested positive or negative for one of these substances. The MRO will not identify the substance(s) for which the Employee tested positive unless specifically required to do so by DOT regulations.

Urine, Blood, or Breath Test. The Individual Employer may direct the Employee to submit to a urine test or at the Employee's request, a blood test for alcohol and/or other drugs, or a breath test for alcohol. An Employee who is unable to provide a urine sample within one (1) hour of being directed to do so, will submit to a blood test.

Notification to Employer of Test Results. The laboratory shall report negative test results to the Individual Employer. The laboratory will report positive test results to the MRO. The MRO will verify whether the test was positive or negative and will report the final results to the Individual Employer.

VII. TYPES OF PERMISSIVE TESTING

A. TIME OF DISPATCH TESTING

An Individual Employer may require an Employee to be tested for the presence in the Employee's body of one of the drugs or by-products thereof set forth above at the time the Employee is dispatched (on one of the first three (3) days of employment). It must test all Employees at the time they are dispatched if it tests any Employee. The Individual Employer shall put the Employee to work or pay the Employee pending the test results unless the Employee has been dispatched to a DOT regulated assignment and the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations or if it has probable cause to believe the Employee is impaired, intoxicated, or under the influence of a drug. The standards for probable cause are set forth below in Section B. If the Individual Employer does not allow an Employee to work pending the test results because it believes it has probable cause, it shall make the Employee whole for all lost wages and benefits if the Employee tests negative. Employees who test positive will be referred to ARP. The Individual Employer shall not be obligated to employ any such Employee after ARP releases the Employee to return to work but may employ such Employee under the terms of a return-to-work agreement. An Employee who refuses to submit to a drug/alcohol test when dispatched shall not be paid show-up time.

An Individual Employer may test Employees who are recalled from layoff as provided for in the Job Placement Regulations who have not worked for thirty (30) days. If the Individual Employer tests any Employee who is recalled, it must test all such Employees. An Individual Employer may test all Employees at the time they are dispatched under this Section except for those who are recalled.

Time of Dispatch Screening by the Job Placement Center: The parties shall establish a joint committee to determine whether there is a feasible means by which the Job Placement Centers can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

B. PROBABLE CAUSE TESTING

An Individual Employer may require an Employee to submit to a drug test as provided for in this Policy if it has probable cause that the Employee is impaired, intoxicated, and/or under the influence of a drug. Probable cause must be based on a trained management representative's (preferably not in the bargaining unit) objective observations and must be based upon abnormal coordination, appearance, behavior, absenteeism, speech or odor. The indicators shall be recognized and accepted symptoms of intoxication or impairment caused by drugs or alcohol and shall be indicators not reasonably explained as resulting from causes other than the use of such controlled substance and/or alcohol (such as,

but not by way of limitation, fatigue, lack of sleep, side effects of proper use of prescription drugs, reaction to noxious fumes or smoke, etc.). Probable cause may not be established, and thus not a basis for testing, if it is based solely on the observations and reports of third parties. The trained management representative's observations and conclusions must be confirmed by another trained management representative. The grounds for probable cause must be documented by the use of an Incident Report Form (see Form "B" attached). The Management Representative shall give the Employee a completed copy of this Incident Report Form and shall give the Union Representative, if present, a copy of the Incident Form before the Employee is required to be tested. After being given a copy of the Incident Report Form, the Employee shall be allowed enough time to read the entire document and to understand the reasons for the test.

The Management Representative also shall provide the Employee with an opportunity to give an explanation of his/her condition, such as reaction to a prescribed drug, fatigue, lack of sleep, exposure to noxious fumes, reaction to over-the-counter medication or illness. If available, the Union Representative shall be present during such explanation and shall be entitled to confer with the Employee before the explanation is required. If the Management Representative(s), after observing the Employee, and hearing any explanation, concludes that there is in fact probable cause to believe that the Employee is under the influence of or impaired by, drugs or alcohol, the Employee may be ordered to submit to a drug test.

The Individual Employer shall advise the Employee of his/her right to consult with a Union representative (including a Steward) and allow the Employee to consult with a Union representative before the Employee submits to the test, if the Union representative is available.

Employees required to submit to a test under Section B will be paid for all time related to the test including the time the Employee is transported to and from the collection site, all time spent at the collection site, and all time involved completing the consent and release form if the test results are negative.

C. ACCIDENT TESTING

An Individual Employer shall require Employees who are directly, or indirectly, involved in work related accidents involving property damage or bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury be subject to a test as provided herein. The innocent victims of an accident will not be subject to a test unless probable cause exists. The Individual Employer shall complete an Accident Report Form (see Form B attached) whenever it tests an Employee under this Section.

D. UNANNOUNCED RANDOM TESTING

An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Individual Employer may establish two random testing pools, one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and Employees prior to implementing a random drug testing program.

E. DOT REGULATED EMPLOYEES

Notwithstanding any other provision of this Policy, the Individual Employer may require its Employees who are covered by the DOT drug and alcohol testing regulations to submit to testing as required by those regulations. Such testing will be conducted in strict accordance with the Regulations. The Individual Employer may discipline an Employee who tests positive as defined by the Regulations subject to Section XI, REHABILITATION/ DISCIPLINE, of the Policy. ARP shall

be the Substance Abuse Professional for all Employees. ARP, to the maximum extent possible, shall provide the mandated training to all Employees. Employees who are subject to DOT regulations who have a positive "pre-employment" test (as defined by the DOT regulations) will be paid show-up time only if the Individual Employer does not have any work for the Employee to perform which is not subject to the DOT regulations pending the test result. Employees who are tested under the DOT Regulations who are not allowed by those Regulations to continue to perform safety sensitive functions, as defined by the Regulations, shall be paid for hours worked.

F. OWNER/AWARDING AGENCY REQUIREMENTS

Whenever owner or awarding agency specifications require the Individual Employer to provide a drug-free workplace, the Union and the Employer or the Individual Employer shall incorporate such additional requirements herein. This Policy shall apply to all such testing.

VIII. EMPLOYER REFERRALS

A decline in an Employee's job performance is often the first sign of a personal problem which may include substance abuse or chemical dependency. Supervisory personnel will be trained to identify signs of substance abuse, chemical dependency, and declining job performance. The Individual Employer may formally refer an Employee to ARP based upon documented declining job performance or other observations prior to testing under Paragraph VII and/or disciplining the Employee.

IX. EMPLOYEE VOLUNTARY SELF-HELP PROGRAM

An Employee who has a chemical dependency and/or abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Any such Employee shall be referred to ARP. Employees who seek voluntary assistance for alcohol and/or substance abuse may not be disciplined for seeking such assistance. Request by Employees for such assistance shall remain confidential and shall not be revealed to other Employees or management personnel without the Employee's consent. ARP shall not disclose information on drug/alcohol use received from an Employee for any purpose or under any circumstances, unless specifically authorized in writing by the Employee.

The Individual Employer shall offer an Employee affected by alcohol or drug dependence an unpaid medical Leave of Absence for the purpose of enrolling and participating in a drug or alcohol rehabilitation program.

X. PROHIBITED ACTIVITIES/DISCIPLINE

An Employee shall not possess, use, provide, dispense, receive, sell, offer to sell, or manufacture alcohol and/or any controlled substances as defined by law or have any measurable amount of any such substance or by-product thereof as defined in Section VI while on the Individual Employer's property or jobsite and/or while working for the Individual Employer unless the Employee has the Individual Employer's express permission to do so. An Employee shall not work while impaired, intoxicated or under the influence of alcohol and/or any controlled substance. An Employee who uses medication prescribed by a physician will not violate these rules by using such medication as prescribed if the Employee's physician has released the Employee to work. An Employee who uses over-the-counter medication in accordance with the manufacturer's and/or doctor's recommendation shall not violate the rules by using such medication. Impairment caused by prescribed medication and/or over-the-counter medication does not constitute a violation. The Individual Employer may prohibit an Employee who is impaired as a result of proper use of prescription or over-the-counter medication from working while the Employee is impaired but may not discipline such an Employee. An Employee who is impaired by misuse of prescription or over-the-counter medication violates the Policy and is subject to discipline as provided herein.

XI. REHABILITATION/DISCIPLINE

The Individual Employer may discipline an Employee who violates any provision of Section X. Such Employee is subject to disciplinary action up to and including termination. Among the factors to be considered in determining the appropriate disciplinary response are the nature and requirements of the Employee's work, length of employment, current job performance, the specific results of the test, and the history of past discipline.

The Individual Employer is not required to refer to ARP any Employee who violates any provision of Section X which prohibits the sale of, attempted sale of or manufacture of prohibited substances before it disciplines the Employee. The

Individual Employer may not discipline any Employee who violates any other provisions of Section X until such Employee has been offered an opportunity to receive treatment and/or counseling.

The Employee will not be discharged if he/she agrees in writing to undergo the counseling/treatment ARP prescribes. The Individual Employer shall re-employ the Employee when ARP releases him/her to return to work if it has work available. *It will not be required to lay-off any current Employee in order to re-employ the Employee.* If it does not have any work available when ARP releases the Employee, it shall re-employ the Employee as soon as it has work available. The Employee will be subject to a return-to-work agreement. The Individual Employer, the Union, and the Employee will enter into a return-to-work agreement. The return-to-work agreement will require the Employee to comply with and complete all treatment ARP, or the treatment provider, as the case may be, determines is appropriate. It will also provide a monitoring of the Employee's compliance with the treatment plan ARP, or the treatment provider, develops and will allow the Individual Employer to require the Employee to submit to unannounced testing. The Individual Employer may discipline the Employee for not complying with the return-to-work agreement. A positive test on an unannounced test will be considered a violation of the return-to-work agreement. Any unannounced testing shall be performed in accordance with this Policy. The Union and the Individual Employer will attempt to meet with any Employee who violates the return-to-work agreement and attempt to persuade the Employee to comply with the return-to-work agreement.

Employees who are working under a return-to-work agreement shall be subject to all of the Individual Employer's rules to the same extent as all other Employees are required to comply with them.

XII. NON DISCRIMINATION

The Individual Employer shall not discriminate against any Employee who is receiving treatment for substance abuse and/or chemical dependency. All Employees who participate in ARP and/or are undergoing or have undergone treatment and rehabilitation pursuant to this Policy shall be subject to the same rules, working conditions, and discipline procedures in effect for all Employees. Employees cannot escape discipline for future infractions by participating in ARP and/or undergoing treatment and rehabilitation.

XIII. COST OF PROGRAM

Evaluation and treatment for substance abuse and chemical addiction are provided for through the Health and Welfare Plan. An Individual Employer who adopts this Policy will not incur any additional cost for assessment, referral and treatment beyond that which is incorporated into its Health and Welfare contribution rate. ARP is funded through the Health and Welfare Trust to provide its current level of service which includes performing assessments of Employees and their covered dependents, referral of Employees and covered dependents who are undergoing rehabilitation and providing limited education and training programs to Individual Employers. The Individual Employer will pay all costs for testing.

XIV. GRIEVANCE PROCEDURE

All disputes concerning the interpretation or application of this Policy shall be subject to the grievance and arbitration procedures of the Master Labor Agreement.

XV. SAVINGS CLAUSE

The establishment or operation of this Policy shall not curtail any right of any Employee found in any law, rule or regulation. Should any part of this Policy be determined contrary to law, such invalidation of that part or portion of this Policy shall not invalidate the remaining portions. In the event of such determination, the collective bargaining parties will immediately bargain in good faith in an attempt to agree upon a provision in place of the invalidated portion.

FORM "A"
EMPLOYEE CONSENT AND RELEASE FORM

I, _____, have been directed by my employer, _____, to submit to a drug/alcohol screen (urine or blood for drugs other than alcohol or urine, blood or breath for alcohol) at a collection facility designated under the terms of the Substance Abuse Policy ("Policy") which is part of the collective bargaining agreement between my employer and Operating Engineers Local Union No. 3 (the "Local 3 Agreement") which governs my employment with my employer. The specimen shall be tested to detect the presence of Amphetamines, Cocaine, Cannabinoids (THC), Opiates, Phencyclidine, Barbiturates, Methaqualone and Alcohol. I consent to the following:

1. The facility which collects a specimen from me may do so;
2. The laboratory which performs the test may submit the results of the test to the designated Medical Review Officer and, if negative, as defined by the Policy, to my employer; and
3. The Medical Review Officer may verify the test and report to my employer whether the test was positive or negative, as defined by the Policy.

In addition to Time of Dispatch testing, if I am directly or indirectly involved in a work related accident involving property damage, bodily injury that requires medical care or work related accidents which would likely result in property damage or bodily injury, I consent to be tested in accordance with the policy. I also consent to be tested if my employer has probable cause to do so as set forth in the Policy. I also consent to be randomly tested in accordance with the policy. I also consent to be tested if my employment is regulated by the United States Department of Transportation Code of Federal Regulations CFR 382 and 49 and my employer is required to test me under these regulations.
My employer has advised me that:

1. I have a right to have a Union representative present if available;
2. I must sign this form and that I may be disciplined up to and including discharge if I do not;
3. The release is limited as provided herein; and
4. I have a right to consult with a Union representative before I sign this release.

I am signing this Consent Form because I have been directed to do so by my employer. By doing so I am not waiving any rights I may have under the Local 3 collective bargaining agreement or any applicable law except as expressly provided for herein. By signing this Agreement, I am not acknowledging that my employer has probable cause to believe I have violated any provision of the substance abuse policy which is part of the Local 3 agreement or any of my employer's policies which pertain to my employment.

☐ I previously have received a copy of the Policy.
☐ My employer has provided me with a copy of the Policy.

_____
(Employee Signature)

_____ _____
(Employee Name [Please Print]) (Date)

Witness:

_____
(Witness Signature)

_____ _____
(Witness Name [Please Print]) (Date)

FORM "B"
INCIDENT REPORT FORM

Employee Involved: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident:Employee's Job Assignment/Position: _____

Employee Notified of His/Her Right to Union Representation: Yes ☐ No ☐

Date Notified: _____ Time Notified: _____

Witness to Incident: _____

Witness' Observation: _____

_____

_____

Employee's Explanation: _____

_____

_____

Employee's Signature: _____ Date: _____

Witness' Signature: _____ Date: _____

Employer's Signature: _____ Date: _____

Title _____

Action Taken: _____

_____

_____

Date/Time Action Taken: _____

MEMORANDUM OF AGREEMENT
(Entry Level Operator)

THIS AGREEMENT is made and entered into this ____ day of _____ 2000, by and between Associated General *Contractors, ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating* Engineers, AFL-CIO ("Union").

The Employer and the Union have met and agreed to add the following classification to their current Agreement and to amend their Agreement as follows:

01.00.00 ENTRY LEVEL OPERATOR

01.01.00 The Employer may employ Employees in the Entry Level Operator classification for private work only.

01.02.00 Probationary Period. The first seven hundred fifty (750) hours worked shall be considered the probationary period for the Entry Level Operator.

01.03.00 No Entry Level Operator shall displace or cause the layoff or termination of employment of the Employer's Employees who are employed on the job on which the Entry Level Operator is employed, when the Employer hires an Entry Level Operator.

02.00.00 HIRING

02.01.00 The Employer may only hire Entry Level Operators when there is less than fifteen percent (15%) registered on the out-of-work list in the Job Placement Center servicing the job or project to which the Employee is to be dispatched.

02.02.00 The Employer may hire Employees from any source including the Union's Job Placement Center. The Employer shall refer to the Job Placement Center any Employee whom it hires from a source other than the Job Placement Center. It shall do so within forty-eight (48) hours of the day the Employee begins work. The Job Placement Center shall issue the Employee a dispatch slip.

03.00.00 WAGES

03.01.00 For private work only, the current wage rate for the Entry Level Operator shall be based on a percentage of the current Group 4 wage rate from the Northern California Master Agreement ("Master Agreement"):

First 375 hours.....60%
Second 375 hours.....70%
Third 375 hours.....80%
Fourth 375 hours.....90%

03.01.01 For work other than private, the wage rate for Entry Level Operator shall be one hundred percent (100%) of the current prevailing wage rate for a Journeyman Operator.

03.02.00 When the Entry Level Operator has completed fifteen hundred (1500) hours worked, he/she shall be considered a qualified Journeyman Operator.

03.02.01 When the Entry Level Operator has attained Journeyman Operator status, he/she shall receive one hundred percent (100%) of the current prevailing wage and fringe benefits for a Journeyman Operator.

03.03.00 **Private Work Agreement ("PWA").** When working in a District where a Private Work Agreement is in effect, an Entry Level Operator shall not be paid less than the wages set forth in Section.03.01.00, unless these exceed those noted in the PWA. The wage percentages noted in Section 03.01.00 are not to be applied to any Private Work Agreements.

04.00.00 FRINGE BENEFITS

04.01.00 **Health and Welfare.** The Employer shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 24, 2002–Four dollars and seventy cents ($4.70) per hour.

04.02.00 **Pensioned Health and Welfare.** The Employer shall pay into the Pensioned Operating Engineers' Health and Welfare Trust Fund according to the following schedule:

Effective June 24, 2002–Sixty-five cents ($.65) per hour.

04.03.00 **Pensions.** The Employer shall pay into the Operating Engineers' Pension Trust Fund according to the following schedule:

Effective June 24, 2002–One dollar and seventy-five cents ($1.75) per hour.

04.04.00 **Affirmative Action.** The Employer shall pay into the Operating Engineers and Participating Employers Pre-Apprentice, Apprentice, and Journeyman Affirmative Action Training Fund according to the following schedule:

Effective June 25, 2001–Sixty two cents ($.62) per hour.

04.05.00 **Vacation and Holiday Pay Plan.** The Employer shall pay into the Operating Engineers' Vacation and Holiday Pay Plan according to the following schedule:

Effective June 25, 2001–One dollar ($1.00) per hour

04.06.00 **Supplemental Dues.** In addition to any amount specified as and for Vacation and Holiday benefits above, the amount of fifty-five cents ($.55) per hour for each hour paid for or worked shall be added and specifically designated as Supplemental Dues effective for all work performed on or after June 24, 2002; sixty-five cents ($.65) per hour for each hour paid for or worked on or after June 30, 2003; seventy-five cents ($.75) per hour for each hour paid for or worked on or after June 28, 2004, and eighty-five cents ($.85) per hour for each hour paid for or worked on or after June 27, 2005. This amount shall be "new money." Upon the execution of a proper authorization as required by law, the amount set forth shall be transmitted from the Vacation-Holiday benefit of each Employee performing work or being paid under this Agreement and shall be remitted directly to the Union. The amount specified herein shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

05.00.00 DUES

05.01.00 The Entry Level Operator shall pay a dues rate equal to seventy-five (75%) percent of the full rate.

06.00.00 INITIATION FEE

06.01.00 The Entry Level Operator shall pay the current initiation fee.