STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:
*P.O. Box 420603*
*San Francisco CA 94142-0603*

# SCOPE OF WORK PROVISION

# FOR

# OPERATING ENGINEER (LANDSCAPE CONSTRUCTION)

# IN

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

# MASTER AGREEMENT FOR NORTHERN CALIFORNIA BETWEEN LANDSCAPE CONTRACTORS COUNCIL OF NORTHERN CALIFORNIA AND LOCAL UNION NO. 3 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

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CONTRACTS

*THIS AGREEMENT*, made and entered into this 16th day of June, 1996, and extended and amended on June 16, 1999, by and between the LANDSCAPE CONTRACTORS COUNCIL OF NORTHERN CALIFORNIA ("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)



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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 — Effective Dates*

**GROUP I (1 classification)**

| | 6/16/99 | 6/16/2000 | 6/16/2001 |
|---|---|---|---|
| Area 1 | $25.81 | $ .65* | $ .65* |
| Area 2 | $27.81 | $ .65* | $ .65* |

3981 1. Landscape Finish Grade Operator

All finish grade work regardless of the equipment used, and all equipment with a horsepower rating or more than 65.

**GROUP II (1 classification)**

| | 6/16/99 | 6/16/2000 | 6/16/2001 |
|---|---|---|---|
| Area 1 | $22.21 | $ .65* | $ .65* |
| Area 2 | $24.21 | $ .65* | $ .65* |

3985 1. Landscape Operator up to 65 H.P.

All equipment with a manufacturer's horsepower rating of 65 or less except equipment covered by Group I or Group III. The following equipment shall be included in Group II except when used for finish work so long as its manufacturer's horsepower rating is 65 or less.

A-Frame and Winch Track
Backhoe
Forklift (jobsite)
MDR Welder — Landscape — Operating
Engineer's Equipment
Hydragraphic Seeder Machine
Roller
Rubber-tired and Track Earthmoving Equipment
Skiploader
Straw Blowers
Trencher - 31 horsepower up to 65 horsepower

**GROUP III (1 classification)**

| | 6/16/99 | 6/16/2000 | 6/16/2001 |
|---|---|---|---|
| Area 1 | $17.60 | $ .65* | $ .65* |
| Area 2 | $19.60 | $ .65* | $ .65* |

3995 1. Landscape Utility Operator**
Small rubber-tired Tractor
Trencher - under 31 horsepower

(Any assistance in the operation of the above, if needed, shall be performed by an Assistant to Engineer.)

**Any Employee working for an Individual Employer in any of the above classifications shall not suffer a reduction in pay as a result of the above classification modifications.

*Special Single Shift and Second Shift Wage Rates*

(Refer to Sections 06.04.03 and 06.05.00)

| | 6/16/99 | 6/16/2000 | 6/16/2001 |
|---|---|---|---|
| **Group I** | | | |
| Area 1 | $29.05 | $ .65* | $ .65* |
| Area 2 | $31.05 | $ .65* | $ .65* |
| **Group II** | | | |
| Area 1 | $25.00 | $ .65* | $ .65* |
| Area 2 | $27.00 | $ .65* | $ .65* |
| **Group III** | | | |
| Area 1 | $19.82 | $ .65* | $ .65* |
| Area 2 | $21.82 | $ .65* | $ .65* |

***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 set forth in the Master Agreement for Northern California between the Union and the Associated General Contractors of California, Inc.

***01.03.02*** *Classifications and Rates for Steel Erectors and Fabricators, Piledrivers, and Tunnel/ Underground.* For any classification not contained herein or any work performed not covered by this Agreement, including subsistence and travel, rented equipment, steel fabrication and erecting work, piledriving and working tunnel/underground, the wage rates, fringe benefit rates and all other terms and conditions of the existing Agreement between the Associated General Contractors of California, Inc. and the Union shall apply.

***01.03.03*** *Classifications and Rates for Piledrivers.* For any classification not contained herein or any work performed not covered by this Agreement, including subsistence and travel, rented equipment, steel fabrication and erecting work, piledriving and working underground, the wage rates, fringe benefit rates and other terms and conditions of the existing Agreement between the Associated General Contractors of California, Inc. and the Union shall apply.

***01.03.04*** *Classifications and Rates for Tunnel/ Underground.* The straight-time hourly wage rate of Employees working underground and/or within shafts, stopes and raises shall be as set forth in the Master Agreement for Northern California between the Union and the Associated General Contractors of California, Inc.

***01.03.05*** *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.*

| | 6/16/99 | 6/16/2000 | 6/16/2001 |
|---|---|---|---|
| Area 1 | $31.47 | $ .65* | $ .65* |
| Area 2 | $33.47 | $ .65* | $ .65* |

2921 Foreman and Shifters, over 7 Employees

| | | | |
|---|---|---|---|
| Area 1 | $29.94 | $ .65* | $ .65* |
| Area 2 | $31.94 | $ .65* | $ .65* |

2931 Foreman (Working), under 7 Employees

| | | | |
|---|---|---|---|
| Area 1 | $31.47 | $ .65* | $ .65* |
| Area 2 | $33.47 | $ .65* | $ .65* |

3341 Master Mechanic, over 5 Employees

*Foreman, Special Single Shift and Second Shift Wage Rates*

| | 6/16/99 | 6/16/2000 | 6/16/2001 |
|---|---|---|---|
| Area 1 | $35.42 | $ .65* | $ .65* |
| Area 2 | $37.42 | $ .65* | $ .65* |

2921 Foreman and Shifters, over 7 Employees

| | | | |
|---|---|---|---|
| Area 1 | $33.69 | $ .65* | $ .65* |
| Area 2 | $35.69 | $ .65* | $ .65* |

2931 Foreman (Working), under 7 Employees

| | | | |
|---|---|---|---|
| Area 1 | $35.42 | $ .65* | $ .65* |
| Area 2 | $37.42 | $ .65* | $ .65* |

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. Any increase in wages in 2000 will be effective June 16, 2000. Any increase in Health and Welfare in 2000 shall be effective on June 26, 2000. Any increase in wages in 2001 will be effective June 16, 2001. Any increase in Health and Welfare in 2001 will be effective June 25, 2001.

***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*** *Bid Specifications/Public Works Projects — California Prevailing Wage Law, Davis-Bacon Act and Related Statutes.* In the event an Individual Employer is submitting a bid for a public job or project being awarded by a Federal, State, County, City, or other public agency which is to be performed pursuant to a Construction Prevailing Wage Determination by the Department of Industrial Relations, State of California, or a General Wage Determination Decision by the Employment Standards Administration, U.S. Department of Labor, pursuant to the Davis-Bacon Act or related statutes, and there are non-signatory or non-union employers on the Planholders List, or if there is no bid list published, the Individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the Bid Specifications for the job or project; and if the job or project is to continue beyond the expiration date of this Agreement, the Market and Geographic Area Committee provided for in 01.09.00 shall determine the wage and fringe benefit rates applicable beyond said expiration date with such determination to be made prior to bidding the job or project.

It is further provided that if either the Department of Labor or the Department of Industrial Relations, State of California, changes the method by which Prevailing Wage Determinations are made during the term of this Agreement, the above provisions shall no longer be applicable, and the parties agree to immediately meet and develop an alternative application of the

terms of this Agreement to the bidding of public work. If a public project is exempt from the application of existing prevailing wage laws (charter city, etc.) and the wage and fringe benefit rates are less than those set forth in this Agreement, approval shall be obtained from the Market Area Committee prior to bidding at the bid specification rates.

***01.07.01*** 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 Landscape Contractors Council of Northern California.

***02.02.00*** *Individual Employer.* The term "Individual Employer" shall mean only those persons or entities who have authorized the Landscape Contractors Council of Northern California (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*** Each 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.

***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 agrees that in the event that during the life of this Agreement it should make any agreement with any employer with respect to on-site work covered by this Agreement, an Individual Employer engaging in on-site work of the same type as that covered by such agreement shall be entitled to become a party to such agreement.

***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.

***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 07.09.00.)

***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.

***07.05.03*** 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 07.05.03 shall not apply to the required manning on Compressor Houses.

***07.06.00*** *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.

***07.06.01*** 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.

***07.06.02*** 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.

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

***07.06.04*** 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.

***07.06.05*** 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.

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

***07.06.07*** 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.

***07.07.00*** *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.

***07.07.01*** 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.

***07.08.00*** *Journeyman Training.* Employees who have

(1) 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; and

(2) earned three hundred fifty (350) hours' pension credits but less than one thousand fifty (1,050) hours' pension credits during the previous calendar year, shall be eligible for training as follows:

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

(b) Room Monday through Sunday 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