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

IN

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

[1]County not covered by Operating Engineer (Building Construction), Steel Erector and Fabricator (Operating Engineer - Building Construction), and Pile Driver (Operating Engineer - Building Construction).

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Div. of Labor Statistics & Research
Chief's Office

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

OFFICERS
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JOHN BONILLA, Asst. Business Manager & President
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ROBERT L. WISE, Recording-Corresponding Secretary
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Div. of Labor Statistics & Research
Chief's Office

2002-2006

MASTER AGREEMENT

FOR

NORTHERN CALIFORNIA

between

SIGNATORY ASSOCIATIONS

and

LOCAL UNION NO. 3

of the International Union

of Operating Engineers, AFL-CIO

opeiu-3-afl-cio(3)

2002-2006
MASTER AGREEMENT

FOR

NORTHERN CALIFORNIA

between

SIGNATORY ASSOCIATIONS

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 SIGNATORY ASSOCIATIONS ("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 cov-

ered 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 – EFFECTIVE DATES

*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)

	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$33.92	$34.18	$1.16*	$1.16*
Area 2	35.92	36.18		

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	$32.65	$1.16*	$1.16*
Area 2	34.39	34.65		

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	$31.17	$1.16*	$1.16*
Area 2	32.91	33.17		

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	$29.79	$1.16*	$1.16*
Area 2	31.53	31.79		

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 (paddlewheels, 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 (properly manned by two [2] operators)
7841 26. Timber Skidder
8538 27. Tubex Pile Rig (any assistance required shall be an Operating Engineer)
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	$28.26	$28.52	$1.16*	$1.16*
Area 2	30.26	30.52		

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	$27.20	$1.16*	$1.16*
Area 2	28.94	29.20		

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 (properly manned by two [2] operators)

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	$26.06	$1.16*	$1.16*
Area 2	27.80	28.06		

0401 1. Ballast Regulator
0761 2. Boom Truck or dual-purpose A-Frame Truck,
Non-rotating – Under 15 tons
0776 3. Truck-Mounted Rotating Telescopic Boom Type
Lifting Device, Manitex or Similar
(Boom Truck) – under 15 tons
1091 4. Cary Lift or similar

1421 5. Combination Slurry Mixer and/or Cleaner
2435 6. Drilling Equipment, 20 ft. and under m.r.c.
2893 7. Fireman Hot Plant
3241 8. Grouting Machine Operator
3611 9. Highline Cableway Signalman
3941 10. Stationary Belt Loader (Kolman or similar)
4031 11. Lift Slab Machine (Vagtborg and similar types)
4451 12. Maginnes Internal Full Slab Vibrator
4541 13. Material Hoist (1 Drum)
4721 14. Mechanical Trench Shield
5383 15. Partsman (heavy duty repair shop parts room)
5501 16. Pavement Breaker with or without
Compressor Combination
5651 17. Pipe Cleaning Machine
(tractor propelled and supported)
5781 18. Post Driver
6311 19. Rodman Chainman
6341 20. Roller (except Asphalt), Chip Seal
6851 21. Self Propelled Automatically Applied Concrete
Curing Machine (on streets, highways, airports
and canals)
6911 22. Self Propelled Compactor (without dozer)
7123 23. Signalman
7241 24. Slip-Form Pumps
(lifting device for concrete forms)
7821 25. Tie Spacer
7911 26. Tower Mobile
8371 27. Trenching Machine (maximum digging capacity

up to and including 5 ft. depth)

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	$24.92	$1.16*	$1.16*
Area 2	26.66	26.92		

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 18. 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	$22.71	$1.16*	$1.16*
Area 2	24.45	24.71		

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	$38.51	$1.16*	$1.16*
Area 2	40.25	40.51		
Group 2				
Area 1	$36.52	$36.78	$1.16*	$1.16*
Area 2	38.52	38.78		
Group 3				
Area 1	$34.86	$35.12	$1.16*	$1.16*
Area 2	36.86	37.12		
Group 4				
Area 1	$33.30	$33.56	$1.16*	$1.16*
Area 2	35.30	35.56		
Group 5				
Area 1	$31.88	$32.14	$1.16*	$1.16*
Area 2	33.88	34.14		
Group 6				
Area 1	$30.38	$30.64	$1.16*	$1.16*
Area 2	32.38	32.64		
Group 7				
Area 1	$29.10	$29.36	$1.16*	$1.16*
Area 2	31.10	31.36		

Group 8				
Area 1	$27.83	$28.09	$1.16*	$1.16*
Area 2	29.83	30.09		
Group 8A				
Area 1	$25.32	$25.58	$1.16*	$1.16*
Area 2	27.32	27.58		

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:

**Truck Crane Oiler or Oiler (as appropriate) are 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	$35.06	$1.16*	$1.16*
Area 2	36.80	37.06		

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	$33.30	$1.16*	$1.16*
Area 2	35.04	35.30		

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	$31.56	$1.16*	$1.16*
Area 2	33.30	33.56		

0775 1. Boom Truck or dual-purpose A-Frame Truck, Non-Rotating, Over 15 tons
1315 2. Clamshells and Draglines up to and including 1 cu. yd.

1961 3. Cranes 45 tons and under
4919 4. Mobile Self-Erecting Tower Crane (Potain) three (3) stores and under
6881 5. Self Propelled Boom Type Lifting Device 45 tons 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	$28.09	$1.16*	$1.16*
Area 2	29.83	30.09		
GROUP 2-A	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$27.57	$27.83	$ 1.16*	$1.16*
Area 2	29.57	29.83		
GROUP 3-A	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$27.33	$27.59	$1.16*	$1.16
Area 2	29.33	29.59		

*5183** Hydraulic*

GROUP 3-A	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$26.94	$27.20	$1.16*	$1.16*
Area 2	28.94	29.20		

*5173** Oiler*

GROUP 1-A	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$25.54	$25.80	$1.16*	$1.16*
Area 2	27.54	27.80		
GROUP 2-A	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$25.33	$25.59	$1.16*	$1.16*
Area 2	27.33	27.59		
GROUP 3-A	6/16/02	6/16/03	6/16/04	6/16/05
Area 1	$25.05	$25.31	$1.16*	$1.16*
Area 2	27.05	27.31		

All Cranes and Attachments, Special Single Shift and Second Shift Wage Rates

	6/16/02	6/16/03	6/16/04	6/16/05
Group 1-A				
Area 1	$39.23	$39.49	$1.16*	$1.16*
Area 2	41.23	41.49		
Group 2-A				
Area 1	$37.24	$37.50	$1.16*	$1.16*
Area 2	39.24	39.50		
Group 3-A				
Area 1	$35.28	$35.54	$1.16*	$1.16*
Area 2	37.28	37.54		

*5183** Truck Crane Oiler*

Group 1-A				
Area 1	$31.40	$31.66	$1.16*	$1.16*
Area 2	33.40	33.66		

Group 2-A				
Area 1	$31.11	$31.37	$1.16*	$1.16*
Area 2	33.11	33.37		
Group 3-A				
Area 1	$30.84	$31.10	$1.16*	$1.16*
Area 2	32.84	33.10		

*5183** Hydraulic*

Group 3-A				
Area 1	$30.38	$30.64	$1.16*	$1.16*
Area 2	32.38	32.64		

*5173** Oiler*

Group 1-A				
Area 1	$28.81	$29.07	$1.16*	$1.16*
Area 2	30.81	31.07		
Group 2-A				
Area 1	$28.58	$28.84	$1.16*	$1.16*
Area 2	30.58	30.84		
Group 3-A				
Area 1	$28.27	$28.53	$1.16*	$1.16*
Area 2	30.27	30.53		

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.

**Truck Crane Oiler or Oiler (as appropriate) are 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	$36.03	$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	$34.26	$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	$32.78	$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	$30.76	$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	$29.46	$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	$28.71	$1.16*	$1.16*
GROUP 2	$28.23	$28.49	$1.16*	$1.16*
GROUP 3	$27.96	$28.22	$1.16*	$1.16*

*5183** Hydraulic*

	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 3	$27.57	$27.83	$1.16*	$1.16*

*5173** Oiler*

	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$26.22	$26.48	$1.16*	$1.16
GROUP 2	$25.95	$26.21	$1.16*	$1.16*
GROUP 3	$25.73	$25.99	$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	$40.58	$1.16*	$1.16*
Group 2	$38.34	$38.60	$1.16*	$1.16*
Group 3	$36.66	$36.92	$1.16*	$1.16*
Group 4	$34.40	$34.66	$1.16*	$1.16*
Group 5	$32.93	$33.19	$1.16*	$1.16*

*5183** Truck Crane Oiler*

	6/16/02	6/16/03	6/16/04	6/16/05
Group 1	$32.09	$32.35	$1.16*	$1.16*
Group 2	$31.84	$32.10	$1.16*	$1.16*
Group 3	$31.54	$31.80	$1.16*	$1.16*

*5183** Hydraulic*

	6/16/02	6/16/03	6/16/04	6/16/05
Group 3	$31.11	$31.37	$1.16*	$1.16*

*5173** Oiler*

	6/16/02	6/16/03	6/16/04	6/16/05
Group 1	$29.57	$29.83	$1.16*	$1.16*
Group 2	$29.29	$29.55	$1.16*	$1.16*
Group 3	$29.03	$29.29	$1.16*	$1.16

01.03.03 *Classifications and Rates for Piledrivers*

**Truck Crane Oiler or Oiler (as appropriate) are 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	$35.40	$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	$33.58	$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)

3103 2. Fundex F-12 Hydraulic Pile Rig (and similar)

5921 3. Clamshells up to and including 7 cu. yds.

6901 4. Self Propelled Boom Type Lifting Device over 45 tons

8455 5. Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 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	$31.90	$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	$30.13	$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	$28.83	$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	$27.49	$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	$26.40	$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	$25.26	$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	$28.42	$1.16*	$1.16*
GROUP 2	$27.91	$28.17	$1.16*	$1.16*
GROUP 3	$27.62	$27.88	$1.16*	$1.16*

*5173** Oiler*

	6/16/02	6/16/03	6/16/04	6/16/05
GROUP 1	$25.88	$26.14	$1.16*	$1.16*
GROUP 2	$25.61	$25.87	$1.16*	$1.16
GROUP 3	$25.39	$25.65	$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	$39.87	$1.16*	$1.16*
Group 2	$37.56	$37.82	$1.16*	$1.16*
Group 3	$35.68	$35.94	$1.16*	$1.16*
Group 4	$33.68	$33.94	$1.16*	$1.16*
Group 5	$32.22	$32.48	$1.16*	$1.16*
Group 6	$30.71	$30.97	$1.16*	$1.16
Group 7	$29.48	$29.74	$1.16*	$1.16
Group 8	$28.21	$28.47	$1.16*	$1.16

*5183** Truck Crane Oiler*

	6/16/02	6/16/03	6/16/04	6/16/05
Group 1	$31.76	$32.02	$1.16*	$1.16*
Group 2	$31.49	$31.75	$1.16*	$1.16*
Group 3	$31.16	$31.42	$1.16*	$1.16

*5173** Oiler*

	6/16/02	6/16/03	6/16/04	6/16/05
Group 1	$29.19	$29.45	$1.16*	$1.16*
Group 2	$28.89	$29.15	$1.16*	$1.16*
Group 3	$28.65	$28.91	$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)

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$32.39	$32.65	$1.16*	$1.16*
Area 2	34.39	34.65		
Shafts, Stopes and Raises				
Area 1	$32.49	$32.75	$1.16*	$1.16*
Area 2	34.49	34.75		

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

GROUP 1 (5 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$29.92	$30.18	$1.16*	$1.16*
Area 2	31.92	32.18		
Shafts, Stopes and Raises				
Area 1	$30.02	$30.28	$1.16*	$1.16*
Area 2	32.02	32.28		

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)

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$28.66	$28.92	$1.16*	$1.16*
Area 2	30.66	30.92		
Shafts, Stopes and Raises				
Area 1	$28.76	$29.02	$1.16*	$1.16*
Area 2	$30.76	31.02		

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

GROUP 3 (2 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$27.33	$27.59	$1.16*	$1.16*
Area 2	29.33	29.59		
Shafts, Stopes and Raises				
Area 1	$27.43	$27.69	$1.16*	$1.16*
Area 2	29.43	29.69		

2461 1. Drill Doctor

4751 2. Mine or Shaft Hoist

GROUP 4 (3 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$26.19	$26.45	$1.16*	$1.16*
Area 2	28.19	28.45		
Shafts, Stopes and Raises				
Area 1	$26.29	$26.55	$1.16*	$1.16*
Area 2	28.29	28.55		

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

GROUP 5 (7 classifications)

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$25.05	$25.31	$1.16*	$1.16*
Area 2	27.05	27.31		
Shafts, Stopes and Raises				
Area 1	$25.15	$25.41	$1.16*	$1.16*
Area 2	27.15	27.41		

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)

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$36.52	$36.78	$1.16*	$1.16*
Area 2	38.52	38.78		
Shafts, Stopes and Raises				
Area 1	$36.63	$36.89	$1.16*	$1.16*
Area 2	38.63	38.89		

8603 1. Tunnel Bore Machine Operator – 20′ diameter or more

Group 1

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$33.73	$33.99	$1.16*	$1.16*
Area 2	35.73	35.99		
Shafts, Stopes and Raises				
Area 1	$33.84	$34.10	$1.16*	$1.16*
Area 2	35.84	36.10		

Group 2

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$32.32	$32.58	$1.16*	$1.16*
Area 2	34.32	34.58		
Shafts, Stopes and Raises				
Area 1	$32.43	$32.69	$1.16*	$1.16*
Area 2	34.43	34.69		

Group 3

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$30.84	$31.10	$1.16*	$1.16*
Area 2	32.84	33.10		
Shafts, Stopes and Raises				
Area 1	$30.95	$31.21	$1.16*	$1.16*
Area 2	32.95	33.21		

Group 4

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$29.54	$29.80	$1.16*	$1.16*
Area 2	31.54	31.80		
Shafts, Stopes and Raises				
Area 1	$29.65	$29.91	$1.16*	$1.16*
Area 2	31.65	31.91		

Group 5

	6/16/02	6/16/03	6/16/04	6/16/05
Underground Rate				
Area 1	$28.27	$28.53	$1.16*	$1.16*
Area 2	30.27	30.53		
Shafts, Stopes and Raises				
Area 1	$28.38	$28.64	$1.16*	$1.16*
Area 2	30.38	30.64		

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
2921 Foreman and Shifters, over 7 Employees				
Area 1	$33.92	$34.18	$1.16*	$1.16*
Area 2	$35.92	36.18		
2931 Foreman (Working), under 7 Employees				
Area 1	$32.39	$32.65	$1.16*	$1.16*
Area 2	$34.39	34.65		
3341 Master Mechanic, over 5 Employees				
Area 1	$33.92	$34.18	$1.16*	$1.16
Area 2	$35.92	36.18		

Foreman, Special Single Shift and Second Shift Wage Rates

	6/16/02	6/16/03	6/16/04	6/16/05
2921 Foreman and Shifters, over 7 Employees				
Area 1	$38.25	$38.51	$1.16*	$1.16*
Area 2	$40.25	40.51		
2931 Foreman (Working), under 7 Employees				
Area 1	$36.52	$36.78	$1.16*	$1.16*
Area 2	$38.52	38.78		
3341 Master Mechanic, over 5 Employees				
Area 1	$38.25	$38.51	$1.16*	$1.16*
Area 2	$40.25	40.51		

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 2, 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 1 and Area 2 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.

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 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, messengers, 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

(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 corre-

sponds 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, 01.03.01, 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 assis-

tance 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, messengers, 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:

ployer 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

tled 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 Engineer 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

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 pile-driving 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 classi-

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

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

15.00.00 SPECIAL WORKING RULES AND CONDITIONS FOR WORKING UNDERGROUND

15.01.00 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 Apprentice Manning beginning at Section 07.10.00, 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.

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

Thomas T. Holsman, Executive Vice President & CEO
/s/ Thomas T. Holsman

Steve Clark, Director/Industrial Relations – North
/s/ Steve Clark

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	$32.76	$1.16	$1.16
Area 2	$34.50	34.76	1.16	1.16
Group 2 (5 classifications)				
Area 1	$31.05	$31.31	$1.16	$1.16
Area 2	$33.05	33.31	1.16	1.16
Group 3 (18 classifications)				
Area 1	$29.65	$29.91	$1.16	$1.16
Area 2	$31.65	31.91	1.16	1.16
Group 4 (34 classifications)				
Area 1	$28.32	$28.58	$1.16	$1.16
Area 2	$30.32	30.58	1.16	1.16

Group 5 (20 classifications)				
Area 1	$27.11	$27.37	$1.16	$1.16
Area 2	$29.11	29.37	1.16	1.16
Group 6 (28 classifications)				
Area 1	$25.84	$26.10	$1.16	$1.16
Area 2	$27.84	28.10	1.16	1.16
Group 7 (28 classifications)				
Area 1	$24.75	$25.01	$1.16	$1.16
Area 2	$26.75	27.01	1.16	1.16
Group 8 (32 classifications)				
Area 1	$23.67	$23.93	$1.16	$1.16
Area 2	$25.67	25.93	1.16	1.16
Group 8A (4 classifications)				
Area 1	$21.55	$21.81	$1.16	$1.16
Area 2	$23.55	23.81	1.16	1.16
FOREMAN AND SHIFTERS, OVER 7 EMPLOYEES				
Area 1	$32.50	$32.76	$1.16	$1.16
Area 2	$34.50	34.76	1.16	1.16
FOREMAN (WORKING), UNDER 7 EMPLOYEES				
Area 1	$31.05	$31.31	$1.16	$1.16
Area 2	$33.05	33.31	1.16	1.16
MASTER MECHANIC, OVER 5 EMPLOYEES				
Area 1	$32.50	$32.76	$1.16	$1.16
Area 2	$34.50	34.76	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 then $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 pro-

vide 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 (1/2) 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.