STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *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, CRANES, PILE DRIVING AND HOISTING EQUIPMENT (OPERTING ENGINEER), TUNNEL (OPERATING ENGINEER), FIELD SOILS AND MATERIAL TESTER, AND BUILDING/CONSTRUCTION INSPECTOR

IN

SAN DIEGO COUNTY

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

December 20, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES REGARDING CHANGES TO THE DIRECTOR'S GENERAL PREVAILING WAGE DETERMINATIONS

A public works hearing decision issued on December 2, 2002, and received by the Division of Labor Statistics and Research on December 16, 2002, confirms that the minimum rate of pay for horizontal directional drilling work in Southern California (including San Diego County) is the rate of an Operating Engineer, not a Laborer.

Therefore, the following Laborer classifications for horizontal directional drilling work are hereby rescinded and are not applicable to public works projects advertised for bids on or after December 20, 2002:

***Southern California (excluding San Diego County): Determination SC-23-102-2-2002-3 (Page 13)**

Directional Boring Drills Operator (Group 5)
Boring Systems Electronic Tracking Locator (Group 6)

San Diego County: Laborer (Engineering Construction) Determination SD-23-102-3-2002-2 (Page 30)

Horizontal Directional Driller Operator (Group 4)
Horizontal Directional Drilling System Electronic Tracking Locator (Group 5)

For public works projects advertised for bids on or after December 20, 2002, ***please use the following Operating Engineers' classifications*** for horizontal directional drilling work in Southern California and in San Diego County:

***Southern California (excluding San Diego County): Determination SC-23-63-2-2002-1 (Page 7)**

Horizontal Directional Drilling Machine (Group 4)
Boring System Electronic Tracking Locator (Group 4)

San Diego County: Determination SD-23-63-3-2002-1 (Page 25)

Horizontal Directional Drilling Machine (Group 4)
Boring System Electronic Tracking Locator (Group 4)

*Southern California Counties include Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura.

STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

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

February 8, 2002

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING INSPECTION AND SOILS AND MATERIALS TESTING

Dear Public Official/Other Interested Party:

This notice provides clarification to many questions from the public regarding the scope of work of the testing and inspection determinations. In addition, it answers many questions from the public regarding work performed by architects and engineers.

Attached please find letters from Operating Engineers Local Union No. 3 dated February 4, 2002, and Operating Engineers Local Union No. 12 dated December 6, 2001, clarifying the scope of work for the following determinations:

SOUTHERN CALIFORNIA
BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, page 10E

SAN DIEGO COUNTY
BUILDING CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER, page 27C

NORTHERN CALIFORNIA
OPERATING ENGINEER (Heavy and Highway Work): Group 6 (Soils and Materials Tester), page 39
OPERATING ENGINEER (Building Construction): Group 6 (Soils and Materials Tester), page 40A

Scope of work for each of these classifications has been posted on the Internet at http://www.dir.ca.gov/DLSR/PWD. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations
Division of Labor Statistics and Research
Prevailing Wage Unit
P.O. Box 420603
San Francisco, CA 94142

When referring to questions 7 and 8 in the letters from Operating Engineers Local No. 3 and Local No. 12 respectively, please note that testing and inspection is covered at off-site manufacturing and/or fabrication facilities only if the off-site facility is determined covered under prevailing wage laws. If there are any questions pertaining to this area please contact the Division of Labor Statistics and Research at the above address. Please include all relevant documents including but not limited to the contract, financial documents, plans, specifications, as well as contact information for the Awarding Body.

Please refer to an Important Notice dated December 29, 2000 for additional information pertaining to testing, inspection, and field surveying.

Sincerely,

Chuck Cake

Chuck Cake
Chief Deputy Director

WM. C. WAGGONER
Business Manager
and
General Vice-President

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 12

December 6, 2001

RECEIVED
Department of Industrial Relations

DEC 11 2001

Div. of Labor Statistics & Research
Chief's Office

Via Fax & U.S. Postal Service
Maria Y. Robbins, Deputy Chief
State of California Department of Industrial Relations
Division of Labor Statistics & Research
455 Golden Gate Avenue, Eighth Floor
San Francisco, CA 94102

Re: Building Construction Inspector (BCI) and Field Soils and Material Tester (FSMT) Classifications

Dear Ms. Robbins:

Pursuant to your request for clarification contained in your November 20, 2001 correspondence we submit the following:

1. What is the difference between the Building Construction Inspector (BCI) and the Field Soils and Materials Tester (FSMT) classifications? There appears to be some overlap of duties. Could you summarize the intent of the coverage between Southern California Contractors Association, Inc. and the International Union of Operating Engineers Local No. 12, which serves as the basis for the prevailing wage determination?

As stated in our June 5, 2001 correspondence to your office, a Building Construction Inspector (BCI) is a licensed inspector who generally works under the direction of a registered civil engineer. The BCI is used when higher stresses are involved, e.g., welding, reinforced concrete, masonry, non-destructive testing and other related disciplines. The term "building inspector" or "construction inspector" has the same meaning as "special inspector." The BCI classification is meant to include inspection of <u>all structures,</u> including but not limited to, residential and commercial buildings, bridges, piers, warehouses, oil/water tanks, docks, refineries, heavy highway construction, underground construction, water works, sewers, water reclamation, flood control, dams, dredge, etc.

A field soils and material tester (FSMT) performs a variety of duties. They include special grading, excavation filling, soils used in construction, concrete sampling, density testing and various types of verification tests.

Occasional overlap of duties may occur between the BCI and FSMT, such as taking concrete specimens in the field, however, one must look at the overall scope of work/duties to determine the proper prevailing wage/rate classification.

2. *How is grading inspection different when performed by a BCI or by a FSMT?*

"Grading inspection is generally the work of a FSMT. The City of Los Angeles certifies/licenses grading inspectors whose duties are similar, but more stringent than those of the FSMT. The grading inspector in the Los Angeles area is covered under the BCI classification/wage rate.

3. *Please define the following and identify which classification performs this work:*
   - *a) Magnetic particle testing*
   - *b) Nondestructive inspection*
   - *c) Ultrasonic testing*
   - *d) Keying*
   - *e) Benching*
   - *f) Scarifying*
   - *g) "Rolling of slopes"*
   - *h) One-pointer*
   - *i) "Correction for rock"*

a) b) c) Magnetic and ultrasonic testing are two different forms of non-destructive testing (NDT). They use mechanical devices to check defects in structures such as welds. The use of magnetic and ultrasonic waves in the evaluation process does not cause any damage to the structure, hence, the term non-destructive testing. Other forms of non-destructive testing include radiography (x-rays) and penetrant testing. All of this work is that of the BCI.

d) Keying in is benching into existing material while filling up an adjacent fill, to bind the two areas (materials) together, eliminating the chance of a soft or uncompacted area in between the two materials or areas. A "stair-step" procedure is usually used.

e) Benching is using a piece of equipment (usually a dozer) to cut into existing material while filling up an adjacent fill, to bind the two areas (materials) together. This eliminates the chance of soft or uncompacted area in-between the two materials or areas. A "stair-step" procedure is usually used.

f) Scarifying is a procedure performed by equipment that rips up existing material approximately one foot deep, then processing that material by watering and mixing it.

g) Rolling of Slopes is a compaction technique used on the slopes of a new fill area. The time required for compaction on the slope of a fill is the same as the required compaction on the top of the fill.

h) A One-Pointer is one test made on the soil by a field soils and material tester (or FSMT).

i) Correction for Rock is a calculation made for oversized rock in soil, done by a field soils and material tester (FSMT).

Items a, b and c are performed by the BCI. Items d, e, f, g, h and i are performed by the FSMT.

To perform items a, b, and c, the individual would have to obtain certification as required by the agency. If certified, for example, in "Ultrasonic Testing," one could perform FSMT work and then move to BCI work if certified to do so.

4. Does lab work fall within the jurisdiction of the BCI? Does the on/off site location of the lab make a difference?

No, lab work is not covered. If a lab is located on-site and the individual stays "inside" the lab, there is no coverage. However, if the individual goes on-site and performs "field work," then he or she is covered for all hours worked.

5. What is the civil engineer's job when working with the BCI or FSMT? Is the civil engineer covered under the scope of the BCI or FSMT sections of the collective bargaining agreement (CBA)?

The civil engineer usually acts in a supervisory role, directing the BCI or FSMT activities. The civil engineer work would not be covered unless he or she performs "field work."

6. The Master Labor Agreement (page 5) lists employees excluded from coverage. Does this imply that engineers, architects, project managers and off-site laboratory workers are excluded?

Yes.

7. Some signatories perform mechanical & electrical inspections. Are these jobs covered under the Operating Engineers agreement? If so, how is work performed?

Not covered.

8. When inspectors visit manufacturing sites, is the inspection of the plant and its processes covered under the agreement? Is that the intent of SB 1999?

Yes, pursuant to the agreement. The intent of SB1999 was to further define coverage in the public work arena.

9. Are the following inspectors included in the scope of the agreement: Geotechnical, Concrete, Painting, Steel and Electrical?

Geotechnical, yes. Concrete, yes. Painting, no. Steel, yes. Electrical, no.

10. Is visual observation inspection (e.g., using tape measures) covered?

Yes. Visual inspection is a component of the Inspector's duties.

11. What is the difference between a Geotechnical Inspector and a Geotechnical Engineer? Are they covered under the Operating Engineer agreement?

A Geotechnical Inspector is "on-site" performing the "field work" and is covered. The

Geotechnical Engineer is usually "in-house," a supervisory position, "off-site."

12. Is a project manager whose duties include weekly meetings, approving contracts, managing engineers, managing subcontracts and preparing monthly reports covered under the CBA?

No.

13. Is a resident engineer whose duties include logging correspondence amongst contractors and subcontractors, performing soil, concrete, masonry and HVAC tests, and acting as a liaison between contractors and engineers covered?

When a Resident Engineer logs correspondence among contractors and subcontractors, the work is not covered. When the Resident Engineer acts as a liaison between contractors and engineers, the work is not covered. When performing soil, concrete or masonry tests, the work **is** covered. HVAC tests are not covered.

14. Is the BCI an apprenticeable classification?

Yes.

15. Is the FSMT an apprenticeable classification?

Yes.

16. Is inspection of bridges and piers covered under the BCI and/or FSMT classifications under your agreement?

Yes. Please see the coverage language in the CBA. Both classifications are covered pertaining to bridge work.

We hope the information provided herein is beneficial to you. Please call this office if you should have any questions.

Sincerely,

Fred C. Young

Fred C. Young, Financial Secretary
I. U. O. E., Local Union No. 12

FCY:smc
cc: David Lanham, Contract Compliance

STATE OF CALIFORNIA GRAY DAVIS, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

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

December 29, 2000

IMPORTANT NOTICE TO AWARDING BODIES AND OTHER INTERESTED PARTIES CONCERNING INSPECTION, FIELD SURVEYING AND SOILS TESTING

The passage of Senate Bill 1999 (Chapter 881), effective January 1, 2001, codifies existing Department of Industrial Relations administrative decisions, determinations and regulations concerning the above referenced work. This work when done on or in the execution of a "Public Works" project requires the payment of prevailing wages. In accordance with SB 1999, Inspection and Testing determinations will be strictly enforced for all public works projects advertised for bids on or after January 1, 2001. Field surveying determinations have been and will continue to be enforced for all public works projects.

The classifications that perform this work have been published in the Director's General Prevailing Wage Determinations for over 20 years and can be found on the Basic Trades pages (Building Inspection, Soils Testing) and on the individual county sheets (Field Surveying). For the basic trades, please use the following determinations:

SOUTHERN CALIFORNIA
OPERATING ENGINEER, Group 2 (Soils Field Technician), page 7
BUILDING CONSTRUCTION INSPECTOR (OPERATING ENGINEER), page 10E

SAN DIEGO COUNTY
OPERATING ENGINEER, Group 2 (Soils Field Technician), page 25
BUILDING CONSTRUCTION INSPECTOR (OPERATING ENGINEER), page 10E

NORTHERN CALIFORNIA
OPERATING ENGINEER (Heavy and Highway Work): Group 6 (Soils and Materials Tester), page 39
OPERATING ENGINEER (Building Construction): Group 6 (Soils and Materials Tester), page 40A

Advisory scope of work covered by each of these classifications has been posted on the Internet at http://www.dir.ca.gov/DLSR/PWD. This information may also be requested from the Division of Labor Statistics and Research, Prevailing Wage Unit by calling (415) 703-4774, by faxing a request to (415) 703-4771 or by writing to:

California Department of Industrial Relations
Division of Labor Statistics and Research
Prevailing Wage Unit
P.O. Box 420603
San Francisco, CA 94142

In addition, Director's precedential Public Works coverage determinations concerning inspection and testing work will be enforced for all public works projects advertised for bids on or after the dates the precedential decisions were designated as such. For determinations of the applicability of prevailing wage requirements to other work covered by SB 1999, please contact the Division either via fax number or by mailing your request to the address indicated above. Requests of this nature should include all of the relevant documents including, but not limited to, the contract for the work and a detailed description of the work to be performed. Future clarifications regarding the scope and application of Senate Bill 1999, if needed, will be posted on the DLSR website and mailed to those on the Prevailing Wage mailing list.

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

August 22, 2001

This notice has been rescinded and will not be applicable for public works projects advertised for bids on or after December 20, 2002.

NOTICE REGARDING ADVISORY SCOPE OF WORK FOR THE SAN DIEGO OPERATING ENGINEERS GENERAL PREVAILING WAGE DETERMINATION

The following classifications, which are part of the Master Labor Agreement between the Associated General Contractors of America San Diego Chapter, Inc. and International Union of Operating Engineers Local Union No. 12, were not published or recognized by the Department of Industrial Relations in the August 22, 2001 issuance of the San Diego Operating Engineers' general determination, SD-23-63-3-2001-2. The rates associated with these unrecognized classifications **SHALL NOT** be applied or used on public works projects for the associated type of work:

Group IV

Boring System Electronic Tracking Locator
Horizontal Directional Drilling Machine

23-63-3

RECEIVED
Department of Industrial Relations
JUL 30 2001
Div. of Labor Statistics & Research
Chief's Office

MASTER LABOR AGREEMENT

between
ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SAN DIEGO CHAPTER, INC.

and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT entered into this 16th day of June, 2001, by and between signatory members of the Associated General Contractors of America, San Diego Chapter, Inc., (hereinafter referred to as the "Employers"), and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, (hereinafter referred to as the "Union").

PURPOSE

The Contractors are engaged in construction, survey work and asphalt producing in San Diego County, and in the performance of their present and future contracting operations, are employing, and will employ, workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement, in the area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the Contractors, by this Agreement intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes and grievances.

ARTICLE I
General Provisions

A. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union

recognize and agree that the Association is the administrative representative of the Employers and the Association has no signatory status by the terms of this Agreement. A certified roster of signatory members along with each firms' power of attorney shall be furnished to the Union without delay at the signing of this Agreement, upon the acceptance of new signatory members, and at the commencement of negotiations for a successor Master Labor Agreement. Individual signatory contractors whose names appear along with the power of attorney on a roster furnished to the Union shall thereafter remain bound to this Agreement, and to any successor Master Labor Agreement, until such time as they subsequently withdraw from the Association Bargaining Unit and terminate this Agreement in the manner set forth in this Agreement. Neither the Association nor any individual signatory Contractor shall be permitted to contend that any contractor was inadvertently included on a roster furnished to the Union by error of the Contractor or the Association when accompanied by the power of attorney.

2. The term UNION, as used herein shall refer to the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department, AFL-CIO.

3. The term CONTRACTOR, or EMPLOYER, shall refer to a person, firm, limited liability company or corporation, party to this Agreement.

4. The term WORKMEN, as used herein, shall refer to persons in the labor market not employed.

5. The term EMPLOYEE or EMPLOYEES, as used herein shall refer to the employed person or persons, and/or Owner-Operators, covered by this Agreement.

6. All personal nouns and pronouns refer to the male and female gender.

B. Coverage:

1. This Agreement shall cover and apply in San Diego County, California.

2. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union.

a. It shall cover work on building, heavy highway and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities, including helicopters, used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes of work.

b. Street and highway work, grading and paving, excavation of earth and rock, grade separation, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, rivers and harbor projects, breakwaters, jetties, dredging, tunnels, *soil testing and building/construction inspector. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.*

c. The construction, erection, alteration repair, modification, demolition, addition or improvement, in whole or in part, of any building structure including Power Plants, mines, solar energy installations and appurtenances, oil or gas refineries and incidental structures, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment and other facilities used in connection with the performance of such building construction.

d. All concrete form work, including but not limited to, the fabrication, construction, placing, erection, rigging and hoisting, stripping and removing of all forms and operation of the

forklift, loed, pettibone or mobile equipment in reference to all of the above work.

e. All work in connection with tiltup slabs, including but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing, and lining, welding, drilling, ledger bolts, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the fork lift in reference to all of the above work.

f. All work in connection with the hoisting of materials which are to be used for the Carpenters or Building Trades men will be rigged, guided and handled by employees covered by this Agreement.

g. The layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles, sheet piles, soldier beams and casings, together with all necessary walling, shoring, underpinning, struts, bracing capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to, subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. Fabrication, construction, removal and stripping of all forms both inside and outside the tunnels and drains to include form liners and membranes, whether they be spray on, glue on, tack on, composed of any and all building materials to include plastic, neoprene, high density polyethylene, vinyl cork or any other natural or artificial material. Construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly. Installation and removal of all timber decking.

h. All office modular furniture systems including, but not limited to: The unloading by any means, stockpiling, distribution to point of erection, carrying, handling, transportation, uncrating, installation, cleaning, and/or staging of all office, commercial, industrial, institutional, and hotel furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or

manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

i. The placing, handling, moving and erection of all materials which fall within the description of work set forth in the Agreement from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in erection of scaffolding.

3. ~~In addition to the above,~~ This Agreement shall also include work in the Contractors' yards and shops and field survey work, asphalt, concrete and screening plants, forest fires, floods, and emergency work.

a. Survey work is considered bargaining unit work. If survey work is subcontracted by the Employer, said subcontractor shall be signatory to, and shall perform said work in compliance with the terms and conditions of the current Master Survey Agreement between the Southern California Association of Civil Engineers and Land Surveyors and the Operating Engineers, Local Union No. 12. If survey work is not subcontracted, the terms and conditions contained in Article XV, Section S of this Agreement shall apply.

b. *In addition to the above, this Agreement shall also cover all soils and materials testing, construction inspection, and building inspection work performed in connection with any and/or all of the types of work otherwise covered by this Agreement as set forth hereinabove, without exception. Such work shall be defined by the type of work being performed, and shall not be excluded from this Agreement by virtue of the fact that the awarding agency or developer, or the employer or contractor, chooses to call such work by a different name, such as "quality control work" or "quality assurance work".*

4. This Agreement shall cover and apply to all employees except that it shall not cover and apply to executives, superintendents, assistant superintendents, master mechanics, weigh masters, office engineers, timekeepers, messenger boys, office workers, partsmen, or any other employee of the Contractors above the rank of craft foreman and Party Chief, except as herein provided.

(1) All Operating Engineers who perform work covered by this Agreement for a Subcontractor shall be employees on either the Subcontractor's payroll or the General Contractor's payroll and all fringes shall be paid for these individuals.

(2) The Contractor shall provide in his contract with the Subcontractor the following provisions:

(a) The Subcontractor accepts and agrees to be bound by the procedures set forth in Article III, hereof. The Subcontractor also agrees that he will bind all of his Subcontractors to said procedures in the same manner and to the same effect as hereinabove provided with respect to him.

(b) In particular, the Subcontractor agrees to be bound by the provisions of Article III and any decision or interpretations shall be binding upon and accepted by the Employer and/or Association and the Union. No party hereto shall refer any jurisdictional dispute to the National Labor Relations Board for settlement.

7. **Equipment Transportation and Repair:**

a. So far as it is within the control of the Contractor, the loading and unloading of equipment which is operated by employees covered by this Agreement, or the transportation of such equipment by means of its own power, from job-to-job, yard-to-yard, shall be performed by employees covered by this Agreement. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.

b. Nothing in this Agreement shall limit the right of Contractors to utilize machinery and equipment dealers to perform major repairs on machinery and equipment on or off the jobsite. All other maintenance and repairs which are normally and customarily performed by persons in the classification of Heavy Duty Repairman/Welder shall be performed by employees covered by this Agreement. In the event this Paragraph proves unworkable during the life of this Agreement the parties hereto agree that the provision contained in Article XVII will prevail in resolving the issues at hand.

c. The Contractor and his Subcontractors shall have freedom of choice in the purchase of materials, supplies and

equipment. Every reasonable effort shall be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment which use will tend to cause any discord or disturbance on the project.

d. For hazardous waste removal or remediation, those new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

ARTICLE II
Union Recognition

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement by the Contractors over whom the Union has jurisdiction, including such jurisdiction as defined by the Building and Construction Trades Department of the AFL-CIO (including, but not limited to electric transmission lines, conduit projects, sub-stations and power plants).

All work performed under this Agreement shall be done by employees of the Contractor or Subcontractor doing work covered by this Agreement. When the Contractor leases equipment it must be operated and maintained by employees of the Contractor or of a Subcontractor as defined above.

B. The Union hereby recognizes the Associated General Contractors of America, San Diego Chapter, Inc., as the sole and exclusive bargaining representative for their respective members who are or who become signatory to this Agreement and agrees that during the term of this Agreement it will not negotiate or enter into agreement with such members of the Association relative to part or all of the subject matter covered by this Agreement.

C. This Agreement shall be binding upon each and every signatory member of the Associated General Contractors of America, San Diego Chapter, Inc. with the same force and effect as if this Agreement were entered into by each signatory member individually. All signatory members of the Associated General Contractors of

8. The occasional use of workmen who are not covered by this Agreement to perform the work of Operating Engineers will not be allowed. In the event a Contractor assigns the work of Operating Engineers to any other workman or employee who has not been dispatched by the Union to the Contractor, the Contractor shall immediately remove such workman from the work involved and shall immediately pay, as compensatory damages an amount equivalent to the top journeyman's wages for each day or part of each day such non-dispatched workman was utilized on the Operating Engineer's work, to the Operating Engineers Health and Welfare Fund.

9. Combination Mixer and Compressor Operator on Gunite work shall be classified as Concrete Mobile Mixer Operator.

10. The necessity for the use of an employee as a Signalman shall be determined by the Contractor. When used, he shall be an Engineer-Oiler, as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work), directly to the Operator of hoisting equipment only.

11. When Operating Engineers are working with other trades or crafts they shall be compensated on the same premium overtime conditions as the trade or craft with which they are working.

12. On all short jobs, such as paving, small utility jobs, equipment rental operations, etc., any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report for work.

Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall not receive less than eight (8) hours pay. All travel time shall be considered as work time. It is understood between the parties that this provision does not include truck crane rental operations.

13. **Dewatering System:**

a. A Dewatering System shall be operated by a Pump Operator at all times that the Dewatering System is being operated.

b. For the purpose of this Article, a Dewatering System is defined as a combination of one (1) or more pumps of any type, size or motive power, including but not limited to Wellpoint Pumps, Submersible Pumps, Well Pumps, Ejector or Eductor Pumps, in combination with wells, wellpoints, sumps, piping and/or other appurtenances, powered by Diesel, electric, gasoline or any other type of motive power to control water on any and all types of construction work, except when submersible or well pumps are operated with public electrical power, an Operating Engineer will not be required. When an employee is required he shall be an Operating Engineer.

c. In the event that pumps are not used for Dewatering projects, pumps that are gasoline or Diesel driven shall be maintained, serviced and operated by an Operating Engineer from the preferred classification, regardless of the purpose for which they are used. When a single small unit is used for filling of a water tank or water trucks, an Operating Engineer will not be required. When an employee is required, he will be an Operating Engineer.

d. A Pump Operator will not be required on the day shift provided there are other operators on the jobsite assigned to service and maintain the pumps during the day shift. However, a Pump Operator will be required on the second (2nd) and third (3rd) shifts unless full shifts are worked by a full crew relieving the first (1st) shift.

N. **Foreman:**

1. If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Engineer-Oiler and Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a Project, an Operating Engineer Foreman shall be employed at the rate of not less than One Dollar and fifty cents ($1.50) per hour over the hourly rate of the highest paid Operating Engineer on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular Operator is temporarily absent.

Q. **Tide Work Schedule:**

The following provisions shall apply to Operating Engineers on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable regular straight-time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 A.M. and 5:00 P.M. shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 7:00 A.M. and 5:00 P.M. and any time worked before 7:00 A.M. or after 5:00 P.M. shall be paid for at the applicable overtime rate.

2. When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

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

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

2. This section covers jobsite work on construction, alteration, repair, modification or demolition of tunnels, shaft, tunnel shafts, adits, silos, raises, subways, underground power houses, including the lining of same which falls within the jurisdiction of the Union. Where open cutwork is covered over or decked with wood, steel or other substitute materials and workmen are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Agreement. For all excavation and work related to the excavation, without limiting the scope of the work covered hereby, it is agreed that this Agreement shall cover but not be limited to the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes or work.

3. The manning, running and/or handling of all boring equipment, mole machines, mining machines, mucking machines, heading shields, all drilling (except jackleg and jumbo), all diamond core drilling, grinding and sharpening of bits, slushers, tuggers (except in breast board or crown bar headings), all conveyors and conveyor belts, locomotives, rubber-tired equipment, including man trip vehicles, mobile power jumbos, Athey Wagons and tractors, all concrete placing equipment such as Rex Pumpcrete and all pneumatic placers (flowcrete) Kemper, Hackley-Presswell and all similar equipment. The jacking of pipe in tunnels, all ground support work including cutting, welding, hauling and hoisting of all liner plate and other materials, all work performed under compressed air which falls within the jurisdiction of the Union. The manning of all hoisting equipment including cherry pickers and/or carpassers, mobile powered heading switches, concrete screeds, agitator cars, the moving, raising and setting of forms including slip forms in tunnels and tunneling operation. The operation, tending and maintenance of all pumps, generators, compressors and ice plants in or on tunnels and tunnel shaft projects.

4. Any and all emplacements commonly described as underground silos in which missiles are placed, housed, stored and/or their component parts, shall be covered by the terms of this Agreement. All power hoisting and jobsite hauling of all tools, equipment, material, workmen and other personnel and the operation of all equipment primarily used therefor shall be considered the jurisdiction of the Union and shall be covered by the terms and conditions of this Agreement.

5. In addition to the above, this section shall also include work in the Contractors' portal yards and shops, tunnel survey work such as the placing, setting and adjusting of Laser Beams, Gyroscopes, Geodometers, Electrotape and all other instruments used therefor, including Grade Checkers and/or Shift Engineers.

6. Tunnels shall be defined as an underground passageway, except for jacking operations under highways, railroads, embankments, etc., excavated by workmen and equipment working below the earth's surface that provides subterranean route along which workmen, equipment or substances can move other than passageways excavated by mine or quarry operations in connection with such operations.

7. All work of site preparation, mobilization and installation of plant and equipment and the removal of same shall be performed under the terms of this Section R.

8. After tunnel work has begun, work outside the tunnel consisting of batch plant crews, the construction, repair and maintenance of the equipment outside the tunnel, subway, shaft, raise, etc., and the hauling and hoisting of the material to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under the tunnel provisions and shall work under the tunnel shift conditions, either single or multiple.

a. Employees assigned to batch plant operations shall work under the terms and conditions of the tunnel provisions except when a batch plant is established in an area to provide material for a project consisting of a tunnel or tunnels, and other outside concrete batching operations, and the batch plant crew or any member of it had not participated in the driving of the tunnel, such employees shall be covered by the regular jobsite concrete batch plant provisions of this Agreement.

9. The following working rules shall govern the employment of employees performing all work covered by this section:

a. Single Shifts: Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a days work for which eight (8) hours the straight-time rate shall be paid. Forty (40) hours, Monday, 6:00 A.M. through Friday, 5:00 P.M., shall constitute a weeks work.

b. All time worked in excess of eight (8) consecutive hours, exclusive of meal period, all time worked in excess of forty (40) hours per week, all time worked before 6:00 A.M. and after 5:00 P.M., and all time worked from Friday midnight to Sunday midnight, and holidays worked, shall be paid for at the applicable overtime rate.

c. Multiple Shifts: When two (2) or more shifts are worked for three (3) or more consecutive days, seven and one-half (7½) hours of work shall constitute a days work for which eight (8) hours the applicable rate shall be paid. There shall be no split or staggered shifts.

overtime rate. Overtime shall be reckoned on the hour and the half (½) hour.

h. Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers and/or scrubbers.

i. Crews on power shovels and mucking machines over one-quarter (¼) yard shall consist of an Engineer-Operator and an Engineer-Oiler or Apprentice who shall be under the direct supervision of the Engineer-Operator.

j. When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers, Heavy Duty Repairmen Helpers, Apprentices and/or Firemen.

k. Contractors shall be required to furnish rubber clothing, boots, safety hats, safety shoes or special gear. The Contractor shall be required to furnish suitable shelter to protect employees from falling materials and the elements.

l. Any employee covered by these tunnel provisions who does any work underground on tunnel projects, including shafts or sealed air pressure bores, during any one (1) shift shall receive the basic per hour rate as designated in Appendix "D" for the entire shift above the stipulated rate of pay for the classification of work in which he may be engaged.

m. Foremen: If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party, on a project on any one (1) shift, an Operating Engineer Foreman shall be employed who shall have supervision over all Operating Engineers and shall receive One Dollar and fifty cents ($1.50) per hour over the highest rate (including premium pay) of any Operating Engineer under his supervision and shall not operate any equipment.

(1) When more than one (1) heading is being worked (driven, concreted, etc.) and seven (7) or more Operating Engineers are employed at each individual heading and portal, there shall be an Operating Engineer Foreman employed at each heading and

portal on each shift under the provisions noted above. However, when more than one (1) heading is being driven from a single adit or portal, only one (1) Engineer-Foreman need be employed. It is also agreed when more than one (1) adit or portal on a tunnel project are within a reasonable distance of each other, it may not be necessary to employ an Engineer-Foreman for each heading, but shall be agreed upon at a pre-job conference. Supervision shall be assigned to an Operating Engineer when there are less than seven (7) employees on the project or shift who may work at the trade or with his tools and be paid at the same rate and under the same provisions as outlined in this Article.

(2) It is further understood that on all projects involving a number of short length tunnels, the Contractor shall employ at least one Foreman who shall not work at the trade or operate equipment, and shall employ additional Foremen if needed, to adequately supervise all employees covered by this Agreement.

(3) If a Contractor desires to lessen the number of Foremen required in this Section R, he may request a decision in accordance with the procedures of Article V.

10. Minimum Crews:

a. The minimum crew for the operation of a heading shield, mole or mining machine shall be a mole or mining machine Operator, Oiler and one (1) other employee. It is understood there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size on these types of machines, in which event the Contractor and the Union shall agree at the pre-job conference upon crew size to perform the operation and repair of said equipment.

b. On tunnel headings where the operating, repair or servicing of equipment is performed, the tunnel repairman or other employees covered by these tunnel provisions shall be utilized.

c. No one other than an Operating Engineer covered by this Agreement shall operate a locomotive on a tunnel project.

APPENDIX E
FIELD SOILS AND MATERIAL TESTER
BUILDING/CONSTRUCTION INSPECTOR
CLASSIFICATIONS AND WAGE RATES

GROUP I
Field Soils and Material Tester
Field Asphaltic Concrete (Soils and Material Tester)
Field Earthwork (Grading Excavation and Filling)

GROUP II
Building/Construction Inspector
Reinforcing Steel
Reinforced Concrete
Pre-Tension Concrete
Post-Tension Concrete
Structural Steel and Welding Inspector
Nondestructive Testing (NDT)
Glue-Lam and Truss Joints
Truss-Type Joint Construction
Shear Wall and Floor System used as diaphragms
Concrete Batch Plant
Spray-Applied Fireproofing
Structural Masonry

The above classifications shall be recognized as the jurisdiction of the Operating Engineers. It is further understood that these classifications noted herein shall not apply to laboratory work but be defined as jobsite work only.

There may be instances where an Inspector is required by the employer to do both laboratory and field testing in which event they will be covered by the agreement.

When a question arises as to the duties of an Inspector or Soils Technician, the California Division of Architects and Engineers Handbook will be referred to which contains all duties pertaining to Inspectors and Soils Technicians and will be supplied by Local 12 upon request.