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 PROVISIONS

FOR

OPERATING ENGINEER

CRANES, PILE DRIVER AND HOISTING EQUIPMENT (OPERATING ENGINEER)

TUNNEL (OPERATING ENGINEER)

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

IN

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

SC-23-63-2

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Therefore, the following Laborer classifications for horizontal directional drilling work are hereby rescinded and are not applicable to public works projects advertised for bids on or after December 20, 2002: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 SOUTHERN CALIFORNIA OPERATING ENGINEERS GENERAL PREVAILING WAGE DETERMINATION

The following classifications, which are part of the Master Labor Agreement between the Southern California Contractors Association, 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 Southern California Operating Engineers' general determination, SC-23-63-2-2001-2. 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

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

MASTER LABOR AGREEMENT

between
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT, entered into this 1st day of July, 2001, by and between the Southern California Contractors Association, Inc., for the Southern California Counties, excluding San Diego County, hereinafter referred to as the CONTRACTORS, as defined below, and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, hereinafter referred to as the UNION.

PURPOSE

The Contractors are engaged in construction, survey work and asphalt producing in Southern California 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. The term CONTRACTORS, as used herein, shall refer to the Southern California Contractors Association, Inc., for their eligible members. A roster of Contractor members, signatory to

this Agreement shall be furnished to the Union at the signing of this Agreement and monthly upon the acceptance of new members.

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 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 apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms, *limited liability companies* or corporations who at the time of execution of this Agreement are, or during the term hereof become members of the Association.

3. Each individual Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

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

(a) It shall cover work on buildings, 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 operation of all equipment, vehicles, and other facilities, including helicopters, used in connection with the performance of the aforementioned work and services, and the assembly, maintenance and repair of all equipment, vehicles, and other facilities, which has normally and customarily been performed by unit employees, and including without limitation the following types or classes of work.

(b) Street and highway work, grading and paving excavation of earth and rock, grade separations, 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, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, river 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 oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, also including any grading, excavations, 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 except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

(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 tilt-up 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 ledgers, 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 forklift in reference to all of the above work.

(f) All work in connection with the hoisting of materials which are to be used by the Carpenters or Building Tradesmen 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, 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 this 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 the erection of scaffolding.

6. ~~*In addition to the above*~~, This Agreement shall also include: work in the Contractor's yards and shops, field survey work, asphalt screening, soil, cement and crushing plants and operations, forest fires, floods and emergency work, ***soils and material testing and building/construction inspection.***

7. This Agreement shall cover and apply to all employees except that it shall not cover and apply to executives, superintendents, assistant superintendents, master mechanics, office engineers, timekeepers, messenger boys, office workers, or any other employee of the Contractors above the rank of Craft Foreman, except as herein provided.

(b) In the event the Union contends that the foregoing state of facts exists, it shall have the right to notify the Contractor, in writing, of the details and to request the Contractor to take the corrective action hereinafter specified. Upon receipt of such a notice from the Union, the Contractor shall investigate the situation without delay and if it is determined that the labor organization which represents the workmen performing services covered by this Agreement does not contend that such services fall within its own craft jurisdiction, the Contractor shall immediately take the following action:

(c) With the mutual agreement of the Subcontractor to replace the workman who has been performing the services in question, with an employee represented by the Union; or

(d) So alter the Contractor's relationship to the Subcontractor as will result in the performance of the services in question by an employee represented by the Union. The Contractor's action may consist of a change order affecting the scope of the work covered by the Subcontract with the particular Subcontractor, or a complete termination of the said Subcontract.

(e) The Contractor agrees that he shall include in all of his subcontracts, provisions, giving him the right to take any of the foregoing remedial actions.

16. (a) The purpose of this paragraph is to preserve and protect to the maximum extent the Union has thus far been able to negotiate it, the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years, and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.

(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 unit employees in the classification of Heavy Duty Repairmen/Welder shall be performed by employees covered by this Agreement. If the parties to this Agreement determine that this paragraph is unworkable, then either party may reopen the Agreement within sixty (60) days prior notice to the other party for the purpose of renegotiating this paragraph only.

17. The Contractor and his Subcontractors shall have freedom of choice in the purchase of material, supplies and equipment except that every reasonable effort shall be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment, which will tend to cause any discord or disturbance on the project.

18. The Contractor shall not perform any work with employees at the site of the construction, alteration, painting, or repair of a building, structure, or other work which comes within the recognized jurisdiction of the Laborers, Cement Masons, Teamsters or Ironworkers unless the Contractor is signed to an appropriate current labor agreement with the appropriate craft.

19. 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 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.

20. In the event that 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 Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will they during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of Craft Foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

4. Heaters will be provided on all earth moving equipment when the outside temperature is below forty (40) degrees Fahrenheit during the shift.

5. Air-conditioned cabs: (See Appendix "C" attached hereto.)

6. Drinking Water:

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

7. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work and the commencement of another straight-time shift, unless performing emergency work which is not considered a normal job operation.

8. If employees do not receive the required six (6) hours rest period, they shall be paid at the applicable overtime rate for each hour worked until they have received six (6) hours rest off the job or project.

9. An employee who has been found, through the grievance procedure to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor-Management Relations Act of 1947, as amended.

M. Crews:

1. Crew sizes shall be determined by the individual Contractor except as outlined in Appendix A through E and below:

(a) Derrick Barges - Crews on derrick barges shall consist of Engineer-Operator, Engineer-Oiler and Deck Engineer.

(b) An Engineer-Operator and Engineer-Oiler or Fireman shall constitute a crew and shall be so present on the following equipment at all times: Power shovels, draglines, clam-shells, backhoe (excluding Ford Ferguson, Sherman and similar types), all cranes (except as excluded elsewhere in this Agreement)

Whirleys or other types, excluding tower cranes, mucking machines over ¼ cu. yd. capacity, trenching machines (except Ford Ferguson, jeeps and similar types), pile drivers, derrick barges, drill rigs (rotary churn or cable tool), and paving mixers. The Engineer-Oiler or Fireman shall be under the direct supervision of the Engineer-Operator. An Engineer-Operator or Journeyman-trainee may be utilized instead of Oiler or Fireman.

(c) An Oiler shall not be required on backhoe with the following attachments: Hy ram or breaker, shear, vibratory or sheepfoot roller attachments, and grapple or magnet when used on demolition projects. It is also understood that an Oiler will not be required when the backhoe is being used to load trucks and is not cutting to grade, however, if someone other than an Operating Engineer is used to check grade, spot trucks, signal the Operator, oil, grease, or assist the Operator in any manner, then an Oiler shall be immediately requested from the hiring hall and shall remain in that classification for the duration of the job or until such time as the backhoe is no longer in operation on the job. It is further understood that a Grade Checker may be used instead of an Oiler but that Grade Checker shall be identified with the backhoe at all times. When two (2) backhoes are being used to excavate a ditch to receive pipe and the machines are in close proximity to each other, then one (1) Oiler may be employed for both machines.

(d) Gradall operator: An oiler shall not be required on gradalls, however, if someone other than an Operating Engineer is used to check grade, or assists the operator in any manner, then an oiler shall be immediately requested from the hiring hall and shall remain in that classification for the duration of the agreement.

(e) A Stiff leg or Guy Derrick shall be operated by two (2) operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

(f) When three (3) Guy Derricks or Stiff Legs are utilized on a job or project, four (4) Operating Engineers shall be employed.

(g) When four (4) Guy Derricks or Stiff Legs are utilized on a job or project, six (6) Operating Engineers shall be employed.

(h) A Pedestal Crane or Pedestal Concrete Pump shall be operated by two (2) Operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

(i) When three (3) Pedestal Cranes or Pedestal Concrete Pumps are utilized on a job or project, four (4) Operating Engineers shall be employed.

(j) When four (4) Pedestal Cranes or Pedestal Concrete Pumps are utilized on a job or project, six (6) Operating Engineers shall be employed.

(k) Crawler Transporters (Niel F. Lampson or similar type) shall have a minimum crew of two (2) Operators.

(l) Creter Crane - One (1) crane Operator (Group VI) and one (1) Oiler (Group I).

(m) Polar Crane - Each Polar Crane on a job or project shall have no less than one (1) Operator (Group IX) and one (1) Signalman - manual signals or radio equipped (Group I).

(n) Tower Crane and Tower Gantry - The recognized crews for all Tower and Gantry Cranes is one (1) Operator.

When the Contractor erects three (3) Tower or Gantry Cranes on a project, then four (4) Operators shall be employed. The fourth (4th) operator may be utilized to operate other equipment that may be in use on the job or project from either the Contractor or Subcontractor that is used intermittently. When the number of Tower or Gantry Cranes exceed three (3), then the parties shall meet and decide the crew size.

2. An Engineer-Oiler shall not be required on wheel-type rough Terrain Cranes (center mount) up to and including 80 ton M.R.C. used for hook work only. Cranes in excess of 80 ton M.R.C. shall be rated at the highest capacity and shall not be de-rated by the factory for purposes of utilizing only one (1) Operating Engineer. The above equipment shall not exceed two (2) axles.

3. Wheel-type truck cranes which are factory manufactured to be driven and operated by the same set of controls from the same seat, of 40 ton or less M.R.C., shall be operated by an Operating Engineer. Cranes in excess of 40 ton M.R.C. shall be rated at the

highest capacity and shall not be de-rated by the factory for the purposes of utilizing only one (1) Operating Engineer. The above equipment shall not exceed three (3) axles.

4. When rubber-tired boom-type excavating equipment with a three-quarter (¾) yard bucket or less and rated at less than fifteen (15) ton M.R.C. is used, an Engineer-Oiler shall not be required.

5. When the above named crew requires assistance, another employee or employees covered by this Agreement shall be used.

6. All truck mounted auger type drilling machines require an Oiler.

7. The following track mounted drilling machines do not require an Oiler:

(a) Drilling machines, track *and truck* mounted Watson 1000 through 3000, or similar type, *and all Directional Boring Machines and Locators or any other attachments that is used for the assistance to the operator.*

(b) Drilling machines, track mounted Texoma 330 through 900, or similar type.

(c) Calweld Bucket type, 100 and 200B, or similar type.

When any assistance is needed on these drilling machines, it shall be by employees covered by this Agreement.

8. At the option of the Contractor, any cranes, shovels, draglines, backhoe and clamshells which require an Operator and Oiler, may be manned by two (2) Operators.

9. Asphalt Plants: Crews on manually operated jobsite asphalt plants shall consist of a Plant Engineer, Fireman and an Apprentice. On automated asphalt plants, the crew shall consist of a Plant Engineer and an Apprentice. The crews as required by this Section M shall be identified with the plant at all times. On small portable plants, a Plant Engineer and a Fireman will be required.

10. Concrete Batch Plants:

(a) Crews on jobsite concrete batch plants (dry) shall consist of a Batch Plant Operator. On multiple batch plants, the crew shall consist of a Batch Plant Operator and an Oiler.

(b) Crews on central mix concrete plants shall consist of a Plant Engineer, Mixerman and Oiler or Apprentice.

(c) The crew on a small portable plant, mixer size of four (4) cubic yards or less, shall consist of one (1) Operator.

11. On asphalt, CTB, concrete batch plants and central-mix concrete plants where commercial power is not available, the operating crew of such plants shall service and maintain units used for generating power for such plants. The same shall apply to rock crushing plants.

12. When an Operating Engineer requires assistance in the operation and/or repair of equipment or machinery, another employee, or employees, covered by this Agreement shall be used.

13. The Employers and the Union agree that every reasonable effort shall be made to insure the safety of employees, such as greasers, welders and repairmen by not requiring them to work alone during the hours of darkness or by remoteness of the project.

14. No employee shall be penalized in any respect for observing the Working Rules and By-laws of this Local Union not in conflict with this Agreement.

N. **Tools:**

1. The individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty Repairman's kit of working tools is lost by reason of the failure of the individual Employer to provide such secure place, or by fire, flood or theft involving forcible entry while in the secure place designated by the individual Employer, the individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of Fifty Dollars ($50.00) to a maximum of Seven Thousand Five Hundred Dollars ($7,500.00). In order to obtain the benefits of this paragraph, a Heavy Duty Repairman must provide the individual

used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to the drain.

7. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

8. Combination Mixer and Compressor Operators on Gunite work shall be classified as Concrete Mobile Mixer Operators.

9. 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.

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

11. 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 (1) 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.

12. <u>Water Control</u>:

(a) A Dewatering System is 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.

(b) During the day shift, a Dewatering System shall be started, stopped, serviced and maintained by an employee covered by the terms of this Agreement; however, 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 said day shift. A Pump Operator will be required on the second (2nd) and third (3rd) shifts unless full shifts are worked by the second (2nd) and third (3rd) shift personnel.

(c) When submersible or well pumps are operated with public electric power, an Operating Engineer will not be required. Jobsite maintenance or repairs on the system, if required, shall be performed by an Operating Engineer. An Operating Engineer will not be required on a single small unit which is used for the filling of a water tank or water trucks.

R. **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, Chief of Party and Forklift Operators 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's classification under his supervision. 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.

2. When less than seven (7) employees are working and the Employer assigns supervisory authority to one of the Journeymen, he may be required to work at the trade, but will be paid at the Foreman's rate, and the additional pay shall be added to the regular rate and become the base rate for the entire shift.

3. If an individual Contractor employs forty (40) or more employees covered by this Agreement on any oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, nuclear, oil, gas or coal power plants and

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

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

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

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

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

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

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

2. This section covers jobsite work on construction, alteration, repair modification or demolition of tunnels, shafts, tunnel shafts, adits, silos, raises, subways, chambers, 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 of 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 operations. 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 therefore, 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 U shall also include: Work in the Contractor's portal yards and shops, tunnel survey work such as the placing, setting and adjusting of Laser Beams, Gyroscope, Geodometer, Electrotape, and all other instruments used therefore, including Grade Checkers and/or shift Engineers.

6. Tunnels shall be defined as: An underground passage-way, 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.

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 U.

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 day's work, for which eight (8) times the straight-time rate shall be paid. Forty (40) hours, Monday 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's 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 all 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

their regular starting time to fire up, grease or maintain equipment, or as directed by the Employer to report early or remain after his regular shift. These employees shall be paid at the applicable overtime rate. Overtime shall be reckoned on the hour and the one-half (½) hour.

(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 Repairman Helpers, Apprentices and/or Firemen.

(k) Employers shall be required to furnish rubber clothing, boots, safety hat, 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 this Tunnel Agreement 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-1 for the entire shift above the stipulated rate of pay for the classification of work in which he may be engaged.

(m) Foreman: 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 or on any one 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. 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.

(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 as 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 is 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 more than three (3) and less than seven (7) employees on the project or shift. He 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 (1) 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 U, 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 a pre-job conference upon the 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.

(1) It is agreed that one (1) employee may be required to transfer between two (2) designated pieces of equipment more times than stipulated herein. The transfer and the classification shall be agreed upon at the pre-job conference.

(i) In computing overtime, shift differential and premium pay shall be subject to overtime provisions.

(j) All welding and/or repairs of equipment, fan lines, electrical installations, water and air lines, braces, forms, etc., shall be done by employees covered by this Agreement.

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

(l) After blasting, the workmen must wait at least ten (10) minutes after a full round before returning to the point of blasting (a longer waiting period may be required to allow time for clearing of the air by the ventilation system and wetting down of the muck pile).

(m) Classifications and wage rates are designated in Appendix D.

V. Special Working Rules and Conditions for Field Survey Work:

1. All terms and conditions of this Agreement shall apply to all employees employed on field survey, unless otherwise specified in this Section V.

2. The following special working rules shall apply only to employees regularly employed in field survey work when the individual Contractor is required by contracting authority to furnish his own field survey work, or when the individual Contractor hires employees to perform survey work.

(a) The operation and adjustment of micro-measuring instruments, including but not limited to *Global Position Systems*, Surveyors Transits, Levels, Laser Beams, Geodometers, Tellurometers, Electrotapes and tools used in establishing the exact location and measurements of points, elevations, lines, areas and contours on the earth's surface for the purpose of

construction, map making, land evaluation, mining, tunnel excavation, or other purposes.

(b) Work on building, heavy, highway and engineering construction including without limitation the following types or classes of work in connection with the establishment of control points governing construction operations on commercial, industrial and institutional building construction.

(c) Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission lines and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, building foundations, pile driving piers, locks, river and harbor projects, breakwaters, jetties and dredging.

(d) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries, power plants, desalination plants and incidental structures, solar energy installations and appurtenances and incidental structures, also including any grading, excavation or similar operations which are incidental thereto.

3. When required to report at the Contractor's office before going to work and after work, employee's time will start and end at the Contractor's office.

4. Any employee covered by these provisions who does any work on tunnel projects or hydrographic work during any one (1) shift, shall receive the basic per hour wage rate as designated in Appendix C or D for the entire shift.

5. There shall be a Party Chief as a member of each field survey crew.

6. A Party Chief shall be qualified by training and experience to do the following work and will be employed to perform the following functions:

(a) Determine the exact location and measurements of points, elevations, lines, areas and contours on the earth's surface for the purpose of construction, map-making, land evaluation, mining or other purposes.

(b) Determine the information needed to conduct a survey from notes, maps, deeds, and other records.

(c) Keep accurate notes, records and sketches of work performed or data secured.

(d) Verify by calculation the accuracy of survey data secured.

7. When a Party Chief has successfully completed the prescribed related instruction and training required by the Surveyor's Joint Apprentice and Journeyman Training Committee, he shall receive the rate of pay as designated in Appendix C or D.

8. The classifications and wage rates are designated in Appendix C.

W. **Miscellaneous Provisions:**

1. In the event the Employer willfully violates the provisions of the foregoing Articles or willfully violates any provisions elsewhere in this Agreement relating to wages, hours of work, overtime differentials, any back pay owed to the employee because of such violations, shall be paid by the Employer at the rate of two (2) times the standard straight-time and overtime rates in order to compensate the employee for the inconvenience and lost use of the monies that the employee suffered. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double payment provision and in such case, the Employer shall be required to pay only the actual amount of back pay involved at the standard straight-time and overtime rate.

2. Either party to this Agreement shall have the right to reopen negotiations pertaining to Union Recognition and Hiring Procedures by giving the other party thirty (30) days written notice when the laws pertaining thereto have changed by Congressional Amendments or State or Federal Government regulations.

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3. Overtime: First four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1½). All additional hours shall be at double (2) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1½), and all additional hours at double (2) time. Sundays shall be double (2) time. Holidays shall be triple (3) time, except as provided elsewhere in this Agreement. If the Contractor works overtime continuously for more than thirty (30) calendar days, the Contractor and the Union will meet to discuss why a two-shift operation cannot be put into effect.

4. Operators on hoists with three (3) drums shall receive fifteen cents (15¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.

5. All Heavy Duty Repairmen and Heavy Duty Repairman-Welder Combination shall receive a twenty-five cent (25¢) per hour tool allowance in addition to his regular rate of pay and this shall become his base rate of pay.

6. Pre-Apprentice Training: Recognizing that our Industry can utilize minority manpower in our Apprenticeship Programs, Pre-Apprenticeship Training Programs shall be developed and such programs shall be implemented by the Apprenticeship Coordinator with the cooperation of both the Union and the Contractors.

7. It is agreed that an Engineer-Operator, Oiler or Apprentice, or at the option of the employer, two (2) Operators, shall constitute an operating crew and shall be identified on all concrete truck mounted pumps when equipped with booms in excess of one hundred five feet (105') or 36 meters or any time the Engineer-Operator cannot see the point of pour from on or at the pump.

8. In the event work covered by this Agreement is performed on behalf of the Contractor on a project jobsite by employees of the Contractor or his/her subcontractor or by rental of manned equipment, the Contractor shall be responsible for insuring that such work is performed in accordance with this Agreement until all such covered work on the project has been completed. Such work shall not be deemed completed until the equipment utilized to perform such work has been permanently removed from the jobsite.