STATE OF CALIFORNIA
Arnold Schwarzenegger, *GOVERNOR*

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HOLIDAY PROVISIONS

FOR

BUILDING/CONSTRUCTION INSPECTOR AND FIELD SOILS AND MATERIAL TESTER

IN

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

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of May, 2005, by and between OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union") and COUNCIL OF ENGINEER AND LABORATORY EMPLOYERS, INC. ("Employer") for and on behalf of its members hereinafter identified,

WITNESSETH

01.00.00 GENERAL PROVISIONS DEFINITIONS

01.01.00 *Employer.* The term "Employer" as used herein shall refer to the Council of Engineer and Laboratory Employers, Inc.

01.02.00 *Individual Employer.* The term "Individual Employer" as used herein shall refer to any person or entity who is now, or during the term of this Agreement may become, a member of the Employer. The present Individual Employers are set forth in Appendix "A" attached hereto.

01.03.00 *Notice of Members.* The Employer shall notify the Union once every three (3) months following the effective date of this Agreement of any changes in membership in Employer since the last such notification.

01.04.00 *Union.* The term "Union" as used herein shall refer to the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO.

01.05.00 *Employee.* The term "Employee" as used herein shall mean all technical Employees employed by the Individual Employer, including Drill Rig Operators and Tracers who are classified as Trainee, Technician, Engineering Technician and Senior Engineering Technician, excluding all other employees, draftsmen, office clerical employees, professional employees, guards and supervisors as defined by the Labor Management Relations Act of 1947, as amended. The intent of this paragraph is to include in the coverage of this Agreement Employees as certified in NLRB Case No. 20-RC-9077. Nothing in this Agreement shall apply to individuals performing work such as washing vehicles, cleaning laboratories, picking up cylinders and/or equipment at jobsites, or functioning as flagmen.

01.06.00 *Coverage.* This Agreement shall apply to all work performed in Northern California and Northern Nevada, which shall include the forty-six (46) California counties north of the northerly boundaries of Kern and San Luis Obispo Counties and the westerly boundaries of Inyo and Mono Counties to the southerly boundary of the State of Oregon, and which shall also include that portion of Nevada above the northerly boundaries of Esmeralda, Nye and Lincoln Counties, and the States of Utah and Hawaii, and Mid-Pacific Islands; provided, however, that the Employer reserves the right to negotiate wages and fringe benefits which vary from those set forth herein with regard to any Individual Employer in a geographical area where local conditions warrant such negotiations. This proviso shall not apply to the California Counties of San Francisco, Marin, Napa, Solano, Contra Costa, Alameda, Santa Clara, Sonoma, and San Mateo.

01.07.00 *Performance of Work.* Registered Engineers, Registered Geologists, Certified Engineers in Training, and Supervisors of Employees of firms party to this Agreement may perform, only occasionally, any work covered by this Agreement so long as the performance of such work does not cause the layoff or prevent the recall of an Employee covered by this Agreement.

02.00.00 RECOGNITION UNION SHOP HIRING PROVISIONS

02.01.00 *Union Recognition.* The Employer and the Individual Employers covered hereby recognize the Union as the sole collective bargaining agent of all covered Employees.

02.02.00 *Employer Recognition.* The Union hereby recognizes and acknowledges that the Employer includes in its membership a majority of the Individual Employers in the area in which they generally operate. By reason of such fact, the Union hereby recognizes the Employer as the collective bargaining representative in the territory subject to this Agreement for all persons, firms or corporations who are now or hereafter may become members of any employer organization that is now or hereafter may be listed in Appendix "A" appended hereto, and of any

paid for at two (2) times the regular rate of pay for all hours worked. A shift which commences on or after 1:00 a.m. on Saturday morning and before 1:00 a.m. on Sunday morning shall be deemed Saturday work for the entire shift. A shift which commences on or after 1:00 a.m. on Sunday morning and before 1:00 a.m. on Monday morning shall be deemed Sunday work for the entire shift.

04.04.00 *Night Shifts.* When work is performed on a night shift, an Employee assigned to work such night shift shall be paid twelve and one-half percent (12-1/2%) differential in addition to his/her regular pay. A night shift is a shift which commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.

04.05.00 *Show-Up and Reporting Time.*

04.05.01 When an Employee is directed to report for work and there is no work provided for him/her by the Individual Employer, he/she shall be paid two (2) hours' pay at the rate applicable to his/her classification at the applicable wage rate as show-up time. If no work is to be provided, the Employee shall be notified at least two (2) hours before being required to report for work. The Employee shall keep the Individual Employer advised at all times of his/her correct address and telephone number. When the Employee has no telephone or when the Employee cannot be reached at the number furnished to the Individual Employer, he/she shall not be entitled to show-up time.

04.05.02 If work is started, in lieu of show-up time the Employee shall be guaranteed a minimum of four (4) hours' pay for such day. If more than four (4) hours are worked in any one day, the Employee shall be guaranteed a minimum of eight (8) hours' pay for such day. This Section, 04.05.02, does not apply to laboratory work on Saturdays, Sundays and holidays, but on such days, any Employee starting laboratory work shall be guaranteed at least two (2) hours' pay at the applicable premium rate. When the Employee works more than two (2) hours but less than four (4) hours, he/she will be guaranteed at least four (4) hours' pay at the applicable premium rate. When the Employee works more than four (4) hours but less than six (6) hours, he/she will be guaranteed at least six (6) hours' pay at the applicable premium rate. When the Employee works more than six (6) hours but less than eight (8) hours, he/she will be guaranteed at least eight (8) hours' pay at the applicable premium rate. This Section, 04.05.02, does not apply to days on which the Employee on his/her own volition leaves work before the completion of his/her shift.

04.06.00 *Rest.*

04.06.01 No Employee shall be required to work more than one (1) shift at straight time in any consecutive twenty-four (24) hours. This shall not apply to changes in shifts resulting from

(1) emergency situations, or

(2) completion of one job and the start of another job by the Employee involved, or

(3) change of shift caused by the client of the Individual Employer or by any contractor or subcontractor on the job or by any other person who controls the hours of operation on the job on which the Individual Employer is working.

04.06.02 A change in the starting time of a day shift, or the change in the starting time of a night shift, even though within a twenty-four (24) hour period, shall not be deemed a change of shift under this Section. In order to have two (2) shifts worked within a twenty-four (24) hour period under this Section, an Employee must change from a day shift to a night shift or from a night shift to a day shift, subject to the exceptions provided for in the previous paragraph of this Section.

04.06.03 No scheduling of work hours shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hour period.

04.07.00 *Holidays.*

04.07.01 The following shall be considered as paid holidays under this Agreement and when no work is performed on these days, an Employee shall be paid for eight (8) hours at his or her regular straight-time rate of pay: New Year's Day, President's Day, Memorial Day*, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.°°Should any of these holidays fall on Sunday, the following Monday shall be

considered a paid holiday.°°When a holiday falls on Saturday the Friday before shall be considered the holiday.

*These holidays shall be new Monday holidays, each creating a three (3) day weekend and shall be granted Employees as provided by Federal Law.

NOTE: It is also agreed that if the Operating Engineers Local Union No. 3 and the Associated General Contractors of California, Inc., contractually recognize Martin Luther King's Birthday as a holiday during the term of this Agreement, that holiday will also be included in Section 04.07.01 of the CELE Collective Bargaining Agreement, effective as of the same time.

04.07.02 To be eligible for pay for holidays not worked, an Employee must have been initially employed by an Individual Employer for thirty (30) calendar days immediately prior to said holiday except as provided in Section 02.11.02.

04.07.03 To be eligible for pay for holidays not worked, an Employee must also meet the following qualifications and conditions.

(1) The Employee must have worked during the payroll period in which the holiday falls.

(2) Unless excused by the Individual Employer, the Employee must have worked his/her scheduled working day immediately preceding the holiday and his/her scheduled working day immediately following the holiday. An Employee will be deemed excused by the Individual Employer for this purpose if he/she is off work owing to illness or injury for a period not to exceed thirty (30) days substantiated by a doctor's certificate showing the Employee was unable to work.

04.07.04 If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall receive an additional day's pay or an additional day off with pay at the Employee's discretion.

04.07.05 For work performed on the above paid holidays, and if the Employee is entitled to holiday pay, in addition to his/her holiday pay, the Employee shall receive pay at two (2) times his/her regular rate of pay. For work performed on the above paid holidays for which the Employee is not entitled to holiday pay, the Employee shall receive two and one-half (2-1/2) times his/her regular rate of pay.

04.08.00 *No Pyramiding.* When two or more types of overtime or premium pay (daily, weekly, Saturday, Sunday or holiday) are applicable to the same hours of work, only the higher rate of compensation shall be paid. In no case will overtime or premium pay be duplicated or pyramided.

05.00.00 ***TRAVEL, SUBSISTENCE***

05.01.00 *Where to Report.* The Employee shall report at his/her Individual Employer's regularly established office or at the jobsite as directed by the Individual Employer.

05.01.01 *Individual Employer's Regularly Established Office.* For the purpose of Section 05.01.00, the Individual Employer's regularly established office shall mean the place to which the Employee has been last dispatched.

05.02.00 *Reporting at Individual Employer's Regularly Established Office.* If an Employee is directed to report for work at the Individual Employer's regularly established office, time spent traveling each way between the Employee's then living quarters and the Individual Employer's regularly established office shall not be considered working time. However, time spent traveling each way between the Individual Employer's regularly established office and the jobsite shall be paid as time worked. The application of this provision in any one working day precludes the application of Section 05.03.00 during that same day.

05.03.00 An Employee may be required to report for work at the Individual Employer's regularly established office or at any jobsite at the time work is scheduled to commence; in no case will an Employee be required to travel more than his or her normal home-to-office and office-to-home distance without compensation per existing Agreement. The application of this provision in any one working day precludes the application of Section 05.02.00 during that same day.

05.04.00 *Work at Distant Locations.* When an Employee is working at a location so distant from the Individual Employer's regularly established office as to preclude the Employee from returning to his or her regular place of residence at the end of the working day, the Individual Employer shall furnish at its expense transportation to and