STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

HOLIDAY PROVISION

FOR

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

IN

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

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

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Department of Industrial Relations

JUL 01 2003

Div. of Labor Statistics & Research
Chief's Office

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

OFFICERS
DONALD R. DOSER, Business Manager
JOHN BONILLA, Asst. Business Manager & President
T. ROBERT MILLER, Vice President
ROBERT L. WISE, Recording-Corresponding Secretary
HAROLD K. LEWIS, Financial Secretary
FRANK HERRERA, Treasurer

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Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

2002-2006

MASTER AGREEMENT

FOR

NORTHERN CALIFORNIA

between

SIGNATORY ASSOCIATIONS

and

LOCAL UNION NO. 3

of the International Union

of Operating Engineers, AFL-CIO

opeiu-3-afl-cio(3)

2002-2006
MASTER AGREEMENT

FOR

NORTHERN CALIFORNIA

between

SIGNATORY ASSOCIATIONS

and

LOCAL UNION NO. 3

of the International Union

of Operating Engineers, AFL-CIO

THIS AGREEMENT, made and entered into this 16th day of June 2002, by and between the SIGNATORY ASSOCIATIONS ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 ***EMPLOYEES, CLASSIFICATIONS, MANNING, AND WAGE RATES***

01.01.00 On all work covered by this Agreement (Section 02.05.00) when performed, and in all instances in which equipment used in the performance of work cov-

provisions of the Job Placement Regulations of this Agreement, Section 04.10.39. Provided, however, if his work is suspended on account of weather conditions, the Employee shall be entitled to show-up time only if he remains on the jobsite for two (2) hours pending abatement of such weather, unless sent home earlier by the Individual Employer. If his work is started, in lieu of show-up time, the Employee shall be compensated as provided in 06.02.00 and 06.03.00 of this Section. If an Employee's work is to be suspended for any reason, the Employee shall be notified at least two (2) hours before being required to report on his shift. The Employee shall keep the Individual Employer advised at all times of his 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 shall not be entitled to show-up time in the event he reports on a day of inclement weather unless he has previously called the Individual Employer at the time and place designated in a notice posted on the job. The provisions of this Section shall apply also when the Employee is working under Section 13.00.00 and 14.00.00 of this Agreement. The Individual Employer and the Union may mutually agree to other and additional means of notification of Employees.

06.22.00 Whenever an Employee is called out to work or employed on a Saturday, Sunday or a holiday, he shall be paid at least four (4) hours at the applicable

overtime rate unless the overtime work immediately precedes his regular shift and he works or is paid for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and holidays shall be reckoned by the hour at the applicable overtime rate. On a two-shift or three-shift job if Employees are called out to work or employed on the first shift on a Saturday, Sunday or holiday, the above shall apply but if any Employees are called out or employed to work on a second or third shift on Saturday, Sunday or holiday all shift work Employees called out or employed shall be compensated in accordance with either Section 06.05.00 or 06.06.00, as the case may be.

06.23.00 In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employee shall be paid at least two (2) hours at the applicable overtime rate. In the event an Employee has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

06.24.00 The holidays referred to in this Agreement are as follows: New Year's Day (January 1), President's Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day

(1st Monday in September), Thanksgiving Day (4th Thursday in November), the day after Thanksgiving Day (4th Friday in November), and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday.

06.25.00 *Overtime on All Work Covered By This Agreement in Areas 1 and 2.* The applicable overtime rates shall apply for the shift, work covered by 02.04.00, equipment, area, location and classification on Saturdays, Sundays and holidays and all time before a shift begins and after it ends.

06.25.01 *Overtime Areas 1 and 2 (all forty-six [46] Counties).* One and one-half (1-1/2) times the applicable straight-time hourly rate shall be paid for all work performed before a shift begins and after it ends and for all work performed on Saturdays. Double (2) the straight-time hourly rate shall be paid for all work on Sundays and holidays.

06.25.02 Assistants to Engineers shall be paid at the applicable overtime rate when required to "grease" or "fire up" prior to the start of the shift or after the shift has ended.

06.25.03 *Tide Work.* Except as provided for in Section 14.02.06, an Individual Employer who is performing tide work shall establish a starting time for the project between 5:00 a.m. and 10:00 a.m.which corre-

sponds to the tide on the first day of the project. All hours worked before or after the shift as established herein shall be paid at the special single shift rates set forth in 01.03.00, 01.03.01, 01.03.02, 01.03.03, 01.03.04 and 01.04.00. When an Employee is called out to work tide work, the minimum pay for such work shall be eight (8) hours at straight time as provided herein including fringe benefits. Each hour worked on Saturday shall be paid at time and one half (1-1/2) and each hour worked on Sundays and holidays shall be paid at double time.

When an Employee is called out to work on Saturdays, Sundays or holidays, the applicable overtime rate shall be paid for each hour worked, and the minimum pay shall be six (6) hours at the overtime rate.

06.26.00 *No Restrictions on Production.* Subject to all State and Federal rules and regulations governing or applicable to the safety of Employees, place of employment and operation of equipment, no rules, customs or practices shall be permitted that limit production or increase the time required to do any work.

07.00.00 ***MANNING***

07.01.00 The manning of equipment shall be in accordance with the provisions of Section 01.00.00 and this Section 07.00.00. In addition to the manning provisions therein contained, when an Engineer requires assis-