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

TRAVEL AND SUBSISTENCE 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).

23-63-1

2006 – 2010 OPERATING ENGINEERS MASTER LABOR AGREEMENT

ADDENDUM TO MEMORANDUM OF AGREEMENT
Dated July 12, 2005

AECE-AGC-EUCA AND OPERATING ENGINEERS LOCAL #3

This Addendum entered into this 2nd day of December 2005 provides clarifications to the Memorandum of Agreement entered into by the parties on July 12, 2005.

1. **Term** – No Change

2. **Wage/Fringe Benefit Increases** – The last sentence, "For the year 2006, the Union shall allocate no more than $1.00 to wages" shall not be placed in a Side Letter or in the main body of the Master Labor Agreement.

3. **Signatory Status** – No Change

4. **Apprenticeship** – The parties shall by joint letter address the DIR's recognition of all five (5) periods of apprenticeship per Section 07.10.03.

   Apprentice Manning – New Apprentice Manning program shall be inserted into new Master Labor Agreement.

5. **Notification Provisions** – New language as follows for Section 02.08.06:

   "The "NOTICE" requirements of this agreement shall be satisfied if the following requirements are met:

   a) **Delivery by certified mail, e-mail, or fax to the Employer and/or to the Union;**
   b) **Sent within the specified time limits; and**
   c) **Proof of Service is provided when required"**

Assn: AECE
Assn: AGC
Assn: EUCA
Assn: IUOE, Local 3

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2006 – 2010 OPERATING ENGINEERS MASTER LABOR AGREEMENT

MEMORANDUM OF AGREEMENT

AECE-AGC-EUCA AND OPERATING ENGINEERS LOCAL #3

This Memorandum of Agreement entered into this 12th day of July, 2005, provides the terms and conditions for a new Master Labor Agreement between the AECE, AGC, EUCA and Operating Engineers Local #3, effective June 16, 2006 through June 30, 2010 and provides the following modifications to the 2002-2006 Operating Engineers Master Labor Agreement.

1. **Term** – 4 years – June 16, 2006 through June 30, 2010.

2. **Wage and Fringe Benefit Increases**

June 26, 2006	$2.25*
June 25, 2007	$2.00*
June 30, 2008	$1.95*
June 29, 2009	$1.80*

*To be allocated by the Union and become effective forty-five (45) days after receipt of written notice by the Employer, but in no event earlier than June 26, 2006, June 25, 2007, June 30, 2008 and June 29, 2009. For the year 2006, the Union shall allocate no more than $1.00 to wages.

3. **Signatory Status** – add following language to Section 02.02.02:

   "Once signatory through any association Master Labor Agreement, an Individual Employer will remain bound to a Master Labor Agreement through the term of the agreement as outlined in Section 26.03.00"

4. **Apprenticeship** – replace Section 07.10.03 with the following language:

   "Applicants selected for Apprenticeship by the Joint Apprenticeship Committee may request evaluation by the appropriate Joint Apprenticeship Committee to receive credit which may be applicable for past experience. The Joint Apprenticeship Committee may determine through evaluation whether the Apprentice shall be a First through Fourth Period Apprentice and shall be paid the appropriate percentage as set forth in Section 07.10.12."

4. **Apprentice Manning** – Insert New Apprentice Manning MOA into new AGC Agreement

Assn: AECE
Assn: AGC
Assn: EUCA
Union: IUOE, Local 3

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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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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-

pullers, electric drills, reamers, taps and dies, oxy-acetylene hoses, gauges, torches and tips, torque wrenches, twenty-four-inch (24″) pipe wrenches or socket wrenches, and sockets requiring over three-quarter-inch (3/4″) drive, box-end wrenches over 1″ and open-end wrenches over 1″. Heavy Duty Repairmen and/or the Registered Apprentices shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

08.02.00 *Transportation.* No Employee covered by this Agreement shall, as a condition of employment, furnish transportation within the jobsite or between jobsites, or from yard to jobsite for transportation of Employees or tools or equipment or for any other purpose.

08.02.01 When the Individual Employer transports Employees from yard to jobsite, or within jobsite, or to power lines or pipelines, he shall provide safe and suitable transportation.

08.02.02 When the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, or no parking facilities are provided within a five-minute walk from where the Employees' work is being performed, the Individual Employer shall transport the Employees to and from where the Employees' work is to be performed, and such transport shall be one-half on the Individual Employer's time and one-half on the Employees' time.

08.02.03 Where free parking is not available, parking places or parking facilities will be provided by the Individual Employer for the Employees at no cost to the Employees. If the Employee must pay for parking the Individual Employer shall reimburse the Employee for each parking expenditure; provided, however, the Individual Employer may require the submission of dated and signed receipts. Such receipts may be turned in weekly or on termination of employment whichever is sooner.

08.02.04 The transportation, by means of its own power, of equipment and the loading and unloading of equipment of the type or kind operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

08.03.00 *Facilities.* The Individual Employer agrees to furnish suitable shelter and protection to protect the Employees from falling material and from the elements (including, but not limited to, dust, heat, rain and cold).

08.03.01 On all jobs, clean drinking facilities and cool water shall be provided the Employees by the Individual Employer.

08.03.02 Suitable, adequate and sanitary toilet facilities shall be provided on all jobs.

08.04.00 *Employee Bonds.* No Employee shall be required by Employer or any Individual Employer to deposit a cash bond with the Employer or the Individual Em-

overtime, his pay shall be computed at the highest straight-time hourly rate, or overtime as the case may be, applicable to the work, equipment, area, location and classification for the full shift and for all the overtime due in any workday, Saturday, Sunday or holiday.

10.03.01 No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of the execution of this Agreement.

10.03.02 No Employee receiving a higher rate of pay or better conditions by reason of an existing contract with another employer association or Employer and the Union shall suffer a reduction of pay or loss of conditions by reason of such association becoming an Employer or his Employer becoming an Individual Employer and the Employee becoming an Employee hereunder

11.00.00 SUBSISTENCE AND TRAVEL, RENTED EQUIPMENT

11.01.00 On any job, location or project located more than thirty-five (35) miles from the permanent yard of the Individual Employer, Operating Engineers employed by an Individual Employer who is regularly engaged in the business of renting hoisting equipment (except cranes), gradalls, truck-mounted pavement breakers, or truck-mounted earth augers, on a fully operated basis, shall

receive in addition to their regular and overtime wages a daily subsistence as follows:

Effective June 16, 1998 — $20.00

11.01.01 Any crane rental work to be performed on a fully operated basis shall be performed under the wage rates, fringe benefit rates and all other terms and conditions of the existing Master Agreement for Equipment Rental.

11.01.02 Within thirty (30) days of the execution of this Agreement, any such Individual Employer having more than one (1) yard shall notify the Union, in writing, of the location of his permanent yard, or permanent yards. Such locations can be changed once each year by giving written notice to the Union. Such payments for subsistence shall be excluded from the wages of the Employee for the purpose of the Fair Labor Standards Act.

11.01.03 No subsistence shall be paid on any job when the Employee's time starts and ends at the Individual Employer's permanent yard without any break in compensable hours except for meal periods.

11.02.00 On jobs on which an Employee does not receive subsistence, the understanding of the undersigned parties is as follows:

11.02.01 An Employee shall not receive travel time or travel expense except under 11.03.00 and 11.04.00 below.

11.03.00 *Travel Expense*. Where the Employee is transported on the Individual Employer's equipment, travel expense shall not be due.

11.03.01 Travel expense will be paid when moving cranes from yard to job, job to yard and job to job when crane is not returned to its original starting point at the end of the day, and when the Employee receives travel time under 11.04.00.

11.03.02 Travel expense, when due an Employee furnishing his own transportation shall be paid at the rate of twenty-five cents ($.25) per mile, and the Individual Employer shall also pay bridge, ferry or toll fares involved; provided that no Employee shall be required to furnish the means of transportation as a condition of employment.

11.04.00 *Travel Time*. On any day on which an Employee is required to report to the yard, the Employee's time will start at the yard. On any day on which the Individual Employer requires an Employee to return to the yard and when, absent a pre-arrangement to cover transportation under 11.03.01, an Employee is required to report to the yard on that date, an Employee's time will end at the yard.

12.00.00 ***FRINGE BENEFITS***

12.01.00 *General Provisions*. The Individual Employer will make the following payments for each hour

worked or paid each Employee by an Individual Employer covered by this Agreement. Such payments shall be paid by each Individual Employer for each hour worked or paid each Employee of such Individual Employer on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer, and an Individual Employer shall be delinquent if such Individual Employer's Report and payment is not received by the bank before midnight of the 25th day of that month. All such payments shall be made at Alameda, California, at the time (as set forth above) and in the manner provided for by the applicable Employer Union Trust Agreement creating a Trust or, if not a Trust, at the time and in the manner provided for in this Agreement. Each Individual Employer is bound by all the terms and conditions of each Trust Agreement and any amendment or amendments thereto which are incorporated by reference herein. The Union and the Employer agree that these plans are and have been defined contribution plans.

12.02.00 *Health and Welfare and Sick Benefits*. Each Individual Employer covered by this Agreement shall pay into the Operating Engineers' Health and Welfare Trust Fund for Northern California according to the following schedule:

Effective June 24, 2002 –
Four dollars and seventy cents ($4.70) per hour

Effective June 30, 2003 –
Five dollars and ten cents ($5.10) per hour

tled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

13.00.00 STEEL FABRICATING AND ERECTING WORK

Manning under this Section 13.00.00 shall be as provided in Section 07.00.00, "MANNING," except tank erection work or structural steel work which shall be manned as provided in this Section 13.00.00 and 01.03.02. Employees performing work in classifications not set forth in Section 01.03.02 shall be considered support Employees, and shall be paid at the wage rates for the classifications set forth in Section 01.03.00, and shall work under the terms and conditions contained in the main body of this Agreement excluding this Section 13.00.00.

13.01.00 Only Employees manning hoisting equipment working four (4) hours or more in support of a crew or crews consisting of four (4) men or more of the crafts listed below shall be covered by and under this Section 13.00.00:

(1) International Association of Bridge, Structural and Ornamental Iron Workers Union,

(2) International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, and Helpers,

(3) United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada,

(4) International Brotherhood of Electrical Workers.

13.01.01 This Section 13.00.00 shall cover all work of the Individual Employer in the geographical area as described in 02.07.00 of this Agreement and the classifications set forth in this Section and any new classifications added under Section 20.00.00 of this Agreement in Northern California. If Individual Employers perform work covered by this Section 13.00.00 in the State of Hawaii, such work shall be covered by this Section.

13.01.02 The provisions of this Section 13.00.00 with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision shall control.

13.02.00 *Coverage.* This Section 13.00.00 shall cover and apply only to hoisting work performed and power-operated equipment customarily operated by the Union in conjunction with the crews of the International Association of Bridge, Structural and Ornamental Iron Workers Union, with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers; or with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United

shorter day or shorter week, such Employees shall be afforded the opportunity to earn an amount equal to a full shift, full day or full week, as the case may be, at the applicable straight-time wage rate.

13.05.12 When Employees perform work covered by this Section in support of another craft that receives overtime for any period of time between 8:00 a.m. and 4:30 p.m., Monday through Friday, they shall be compensated on the same basis.

13.06.00 *Subsistence, Travel Time, Travel Expenses.* Employees covered by this Section 13.00.00 shall be compensated at the rate of twenty dollars ($20.00) per each workday as subsistence pay (in addition to their regular compensation) when employed on any job more than thirty-five (35) road miles by the shortest normally traveled route from the Employee's "basing point". The Employee's "basing point" shall be the Job Placement Center (i.e., which has historically been servicing the area where the job or project is located), provided that when an Employee is transferred to a job or project his "basing point" shall be the permanent yard or shop of the Individual Employer to which such Employee is regularly assigned, and provided further that when an Employee is terminated or quits from the employ of the Individual Employer and is rehired by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, then the

permanent yard or shop of the Individual Employer to which such Employee was regularly assigned when he was terminated or quit shall be considered such Employee's "basing point". Such compensation shall be paid for the duration of the job.

13.06.01 Within thirty (30) days of the execution of this Agreement any Individual Employer having more than one (1) yard or shop within the area covered by this Section shall notify the Union in writing of which locations are to be deemed "permanent" under the foregoing, and similarly, upon establishing his first such yard or shop. Such locations can be changed once each year by giving written notice to the Union.

13.06.02 It is understood that a day is a working day if the Employee is required by the Individual Employer to report to the jobsite and is prevented from working due to conditions beyond said Individual Employer's control. (Example: rainy days, or days when steel is not available, etc.)

13.06.03 On Saturday, Sunday and holidays, when work is not performed on these days, no such expenses will be paid, except as provided in 13.06.02.

13.06.04 When a job is of one (1) day's duration and the Employee is paid (or furnished) transportation and is paid his total travel time to and from the yard or shop and the job he shall not, in addition, be paid subsistence.

13.06.05 *Travel Time.* On jobs not subject to 13.06.00, an Employee shall not receive travel time unless he is engaged in equipment transportation. On such jobs, unless transportation is made available to the Employee or the Employee is paid travel expense for the first and last day, an Employee's time shall begin and end at the yard or shop.

13.06.06 On jobs subject to 13.06.00, travel time, at the rate of thirty-five (35) miles per hour from the first day of employment there, and for returning from the job on the day employment there terminates, provided that all travel time, except equipment transportation, which by the direction of the Individual Employer is performed during overtime hours, shall be computed at straight time.

13.06.07 *Travel Expense.* Where the Employee is transported to and/or from the job on equipment furnished by the Individual Employer, travel expense shall not be due.

13.06.08 On jobs subject to 13.06.00, Employees shall be paid travel expense from the yard or shop to job and return on the first and last days of employment there, respectively at the rate of twenty-five cents ($.25) per mile, and the Individual Employer shall also pay any bridge, ferry or toll fares involved.

13.06.09 *Payment of Subsistence, Travel Time and Travel Expense.* An Employee shall be paid (when due

under 13.06.00 of this Section 13.00.00) subsistence, travel time, and transportation expense on each separate job; provided that, in the cases of Employees who are "transferred" or "terminated or quit and rehired" by letter in accordance with the Job Placement Regulations of this Agreement, within thirty (30) working days by the Individual Employer at another job or project, the distances applicable in the case of travel time and travel expense shall be those from the last job to the next (rather than between yard or shop and job).

13.06.10 Travel time and travel pay shall be due "going and returning" only in the case of Employees who work to the completion of the job or who are terminated by the Individual Employer. An Employee who quits the job prior to its completion shall be due neither travel time nor travel expense for "returning".

13.06.11 Subsistence, travel time, and travel expense (when due under 13.06.00) shall be paid by separate check, weekly, and the Employee shall be furnished with a sufficient statement thereof.

14.00.00 PILEDRIVING

14.01.00 Employees working in conjunction with a crew (a crew shall consist of four [4] workers of whom one [1] shall be a Foreman) of Piledrivers and four (4) hours or more on any shift shall be covered by and under the provisions of Section 14.00.00. In addition, if any crew

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

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

15.00.00 SPECIAL WORKING RULES AND CONDITIONS FOR WORKING UNDERGROUND

15.01.00 The provisions of this Section with respect to the work covered by this Section to the extent they differ from any specific provision in this Agreement shall supersede such provision and this Section as to such provision, shall control.

15.02.00 *Underground Rate.* Wage rates for Underground Work shall be in accordance with Section 01.03.06.

15.02.01 The underground straight-time hourly wage

rate shall apply for the full shift and overtime of any Employee performing work underground.

15.02.02 *Tunnel Shift Work.* Second (2nd) or Special Single Shift shall be paid in accordance with Section 01.03.06. When three (3) shifts are employed for five (5) or more consecutive days (or less by mutual written agreement), seven and one-half (7-1/2) consecutive hours, exclusive of meal period, shall constitute a shift's work for which eight (8) hours shall be paid for all shifts.

15.03.00 These Special Working Rules and Conditions cover all work and equipment involved in the excavation and initial lining, if applicable, below the surface of the earth except open ditches, excavations and jacking operations under highways, railroads, embankments, etc., but not limited to tunnels, shafts, tunnel shafts, adits, raises, subways, chambers and underground installations including but not limited to power houses, storage facilities, offices, control centers or surge chambers including the lining of same which fall within the jurisdiction of the Union or require the operation of equipment of the kind or type covered by this Agreement. Where open cutwork is covered over or decked, regardless of the material or materials used, and men are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Section for all excavation work.

15.03.01 For the purposes of this Section 15.00.00, tunnels, raises and shafts shall be defined as follows:

Tunnel. An underground excavation (lined or unlined) whose length exceeds its width the inclination of the grade from the excavation shall be no greater than 20° from the horizontal; should the inclination of grade from the horizontal exceed 20°, the excavation heretofore defined shall constitute a raise.

Shaft. An excavation (lined or unlined) made from the surface of the earth, generally vertical in nature, but may decline up to 75° from the vertical, and whose depth is greater than 15 feet and its largest horizontal dimension. For the purposes of this Section an underground silo shall be defined the same as a shaft.

15.03.02 *Tunnel Survey Work.* Subject to the provisions of Apprentice Manning beginning at Section 07.10.00, all tunnel survey work, including the use of Laser Beams, is work covered by this Agreement.

15.04.00 *Compensation for Travel Underground.* The Individual Employer shall pay Employees covered by this Agreement working underground on a portal-to-portal basis as follows: The hours of employment of such Employees shall commence at the portal of the underground work at which he is directed by the Individual Employer to report for work on his shift and shall end at such portal, except as provided in 15.05.01.

15.05.00 *Change House.* The Individual Employer shall establish and maintain a change house within a reasonable distance of each portal of the underground work. It shall be equipped with showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Individual Employer will reimburse Employees for clothing or personal belongings in an amount up to one hundred fifty dollars ($150.00) in the event the change house is destroyed by fire, provided a claim form is filed as required by the applicable insurance company. This shall not apply to short dry tunnels, such as under highways or railroad embankments.

15.05.01 If the change house is located more than one thousand two hundred fifty (1,250) walkable feet from a portal, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of Employees who are required to report before their regular starting time to fire up, grease, or maintain equipment, or are required to report early or remain after their regular shift. These Employees shall be paid at the applicable overtime rate which shall be reckoned by the hour and the half-hour.

15.06.00 *Special Clothing.* The Individual Employer shall furnish rubber clothing, boots, safety hats, or any other special gear required at no expense to the Employees. Such equipment shall be returned to the Employer in the same condition subject to reasonable wear and tear.