STATE OF CALIFORNIA ARNOLD SCHWARZENEGGER, *GOVERNOR*

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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SCOPE OF WORK PROVISIONS

FOR

DREDGER OPERATING ENGINEER

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, CONTRA COSTA, 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

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Chief's Office

MASTER DREDGING AGREEMENT
CLAMSHELL AND DIPPER DREDGE
AND
HYDRAULIC SUCTION DREDGE
AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2006, by and between DREDGING CONTRACTORS ASSOCIATION ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

01.00.00 GENERAL PROVISIONS

01.01.00 *Definitions*

01.01.01 The term "Employer" as used herein shall mean the Dredging Contractors Association.

01.01.02 The term "Individual Employer" in this Agreement shall mean only those persons or entities who have authorized the Dredging Contractors Association (Employer) to represent them with respect to collective bargaining with the Union. The Employer has provided the Union with a list of the Individual Employers at the commencement of negotiations, and the Employer shall furnish the Union with monthly reports of any additions or deletions to the list of Individual Employers it represents.

01.01.03 The term "Union" as used herein shall mean the Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO.

01.01.04 The term "Employee" as used herein shall mean any person, without regard to race, religion, color, handicap, age, sex, national origin, handicap or disability (as provided for in the Americans with Disabilities Act of 1990); and shall include those persons covered by the Vietnam Era Veterans Readjustment Assistance Act of 1972:

(a) whose work for an Individual Employer in the area covered by this Agreement falls within the recognized jurisdiction of the Union, or

(b) who operates, monitors and controls, maintains, repairs, assembles, erects, services each or all of them, power-operated equipment, including dredge tenders, of the type or kind of equipment used in the performance of work referred to in (a) above, regardless of whether such equipment is mechanically, electrically or electronically, hydraulically, automatically or remotely controlled, and

(c) who assists or helps in the operation, maintenance, repairing or assembling, erecting or servicing of such power-operated equipment of the type or kind of equipment used in the performance of work referred to in (a) above and who qualifies to register in a Job Placement Center; provided that the foregoing shall exclude superintendents, assistant superintendents, general foremen, time-keepers, messenger persons, guards, confidential employees, office help and persons specifically excluded elsewhere in this Agreement. The excluded shall not perform any of the above work.

01.01.05 When any Individual Employer uses anyone other than a guard to perform guarding duties, it shall use an Employee covered by this Agreement. The guard's duties are limited to security. The Individual Employer retains the option whether to have the dredge guarded or to have a watchman on board.

01.02.00 *Unit Work.* This Agreement shall cover and apply to all the Individual Employer's on-site activities in the area covered by this Agreement falling in the Union's recognized jurisdiction as more particularly described in Section 01.02.01 and 01.02.02 below.

01.02.01 This Agreement shall cover all hydraulic and suction dredging work carried on by the Individual Employer within the Union's territorial jurisdiction. The term "hydraulic and suction dredging work" herein is understood to include the operation of hydraulic suction operations where regular hydraulic dredge equipment is used on shore, towing dredge to and from jobsite and the maintenance and repair on the jobsite and in the Individual Employer's yard and shop, including the operation of all power machine tools, of all the equipment the Employees

operate. Any classification not shown herein shall take the heavy construction rates and working conditions set forth in this Agreement.

01.02.02 This Agreement shall cover all clamshell and dipper dredging work carried on by the Employer within the Union's territorial jurisdiction as provided in (a) and (b) below. The term "clamshell and dipper dredging work" herein is understood to include all clamshell and dipper equipment, towing dredge to and from the jobsite, and the maintenance and repair on the jobsite and in the Individual Employer's yard and shop (including the operation of all power machine tools); of all the equipment the Employees operate.

(a) NEW CONSTRUCTION. On all new construction projects, clamshell or dipper dredges removing material for piers, bridge piers, gas, water, oil, sewer pipelines, underwater tunnels, tubes, or vehicular tubes, shall take the wage rates set forth in Section 05.01.00 hereof, and the working conditions of this Agreement.

(b) ALL OTHER CLAMSHELL AND DIPPER DREDGING. All other clamshell and dipper dredging work not included in (a) above shall take the wage rates set forth in Section 05.01.00 hereof and the working conditions of this Agreement.

01.03.00 *Coverage.* This Agreement shall cover and apply to Northern California, which term means that portion of the State of California above the northerly boundary of Kern County, the northerly boundary of San Luis Obispo County, and the westerly boundaries of Inyo and Mono Counties. This Agreement also covers Northern Nevada, which term means that portion of the State of Nevada above the northerly boundaries of Esmeralda, Nye and Lincoln Counties. This Agreement also covers the State of Utah.

01.03.01 This Agreement shall cover and apply to all Employees, except that it shall not cover or apply to superintendents, assistant superintendents, general foremen, timekeepers, messenger persons, guards, confidential employees and office help.

01.04.00 *Additional Individual Employers.*

01.04.01 The Employer shall be the sole judge of the qualifications for membership of any person or entity applying for membership therein. This Agreement shall not be construed as consent in advance by Employer to any person or entity becoming a member thereof.

01.05.00 *Bid Specifications/Public Works Projects — California Prevailing Wage Law, Davis-Bacon Act and Related Statutes.* If an Individual Employer is submitting a bid for a public job or project being awarded by a Federal, State, County, City, or other public agency which is to be performed pursuant to a Construction Prevailing Wage Determination by the Department of Industrial Relations/State of California, or a General Wage Determination Decision by the Employment Standards Administration, U.S. Department of Labor, pursuant to the Davis-Bacon Act or related statutes, and there are non-signatory or non-union employers on the Planholders List or if there is no bid list published, the Individual Employer may bid the project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the Bid Specifications for the job or project; and if the job or project is to continue beyond the expiration date of this Agreement, the Market and Geographic Area Committee provided for in 01.06.00 shall determine the wage and fringe benefit rates applicable beyond the expiration date with such determination to be made prior to bidding the job or project.

If either the U.S. Department of Labor or the Department of Industrial Relations/State of California, changes the method by which Prevailing Wage Determinations are made during the term of this Agreement, the above provisions shall no longer be applicable, and the parties agree to immediately meet and develop an alternative application of the terms of this Agreement to the bidding of public work. If a public project is exempt from the application of existing prevailing wage laws (charter city, etc.) and the wage and fringe benefit rates are less than those set forth in this Agreement, approval shall be obtained from the Market Area Committee prior to bidding at the bid specification rates.

01.06.00 *Fairfield (District 04) Market/Geographic Area Committee.* The parties to this Agreement recognize the constantly changing nature of the industry with respect to certain private market and/or geographic areas and the necessity of Individual Employers maintaining competitive positions in those markets or geographic areas to protect and assure the continued work opportunities of the affected Employees covered by this Agreement.