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

TRAVEL & 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).

MASTER AGREEMENT
for
NORTHERN CALIFORNIA
between
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.,
and
LOCAL UNION NO. 3
of the International Union
of Operating Engineers, AFL-CIO

RECEIVED
Department of Industrial Relations
JAN 27 1997
Div. of Labor Statistics & Research
Chief's Office

THIS AGREEMENT, made and entered into this 16th day of June, 1996, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. ("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 covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment shall be operated by Employees obtained in accordance with Section 04.00.00 and the Job Placement Regulations of this Agreement and they and each of them shall be employed in the classifications and at the wage scales as follows, including such additions as may be made in accordance with Section 20.00.00.

01.01.01 Notwithstanding any provisions of this Section 01.00.00 relating to manning, any piece of equipment involved in excavation for which no employee is setting line or grade, or performing work which historically has been performed by Assistant to Engineers, an Assistant Engineer shall not be required. If assistance is necessary, such assistance shall be performed by an Assistant to Engineer. In the event a violation is alleged, and a dispute exists which cannot be resolved between the Employer and the Union, any Individual Employer found to be in violation of this Section 01.01.01 by a Board of Adjustment shall forfeit the application of this Section on *ALL* said Individual Employer's jobs or projects for the period of time and in the manner prescribed hereunder:

(1) *First (1st) Violation:* Said Section shall not apply for a period of three (3) consecutive months from the date said Individual Employer is found in violation by said Board of Adjustment and *manning* all Individual Employer's jobs or projects shall be in accordance with the requirements of Section 01.03.00 *Classifications, Manning and Rates*;

(2) *Second (2nd) Violation:* Same application as in (1) above for a period of six (6) consecutive months;

(3) *Third (3rd) Violation:* Same application as in (1) and (2) above for the duration of the Agreement.

NOTE. This Section shall not apply to any traditional crane work and any manning requirements on crane work shall be in accordance with Section 01.03.01.

01.02.00 *Area Definitions.* Section 24.00.00 provides a description of Areas 1 and 2 based upon Township and Range Lines. The Area 2 wage, as set forth in Section 01.03.00, shall be paid in all areas of Northern California not included in Area 1.

01.02.01 If all compensable time is spent by any Employee in Area 1, he shall be paid the Area 1 rate.

01.02.02 If two (2) or more hours of compensable time (straight or overtime) on any shift are spent by an Employee in Area 2, he shall be paid the Area 2 rate for the entire day.

01.02.03 The Employees employed by an Individual Employer in a permanent yard or shop or plant and Employees employed by an Individual Employer on residential construction projects (not camps), subdivisions, buildings of three (3) stories or less including utilities and site work related to these buildings, streets, roadways and utilities which are a part of a residential construction project located within Area 2 shall be paid the Area 1 wage rate.

RECEIVED
DEC 23 1996
CONTRACTS

08.01.01 Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the Individual Employer as needed, such as: pin presses, spanner wrenches, air or electric wrenches, testing and measuring devices other than a hand rule, gear and bearing 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 Employer or any other person. In the event that a surety bond is so required, the Employer or the Individual Employer shall pay the premium upon said bond.

09.00.00 ***SERVICING OTHER CRAFTS***

09.01.00 Employees on a particular project and assigned to work with a craft or crafts temporarily shall not be entitled to any of the conditions of the craft or crafts. "Temporarily" shall be interpreted as meaning any work performed in a single day of four (4) hours or less.

09.02.00 When Employees covered by this Agreement are employed on a job or project where another craft or crafts work a shorter day or shorter week, such Employees affected 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.

09.03.00 When Employees perform work covered by this Agreement 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.

09.04.00 Combination mixer and compressor operator on gunite work shall be classed as servicing a Specialty craft or crafts.

10.00.00 ***ADDITIONAL RESPONSIBILITY***

10.01.00 *Working Leadman.* When an Individual Employer employs more than one (1) Heavy Duty Repairman and less than five (5) Heavy Duty Repairmen on any shift, and if a Heavy Duty Master Mechanic or Heavy Duty Repairman Foreman is not employed on such shift, then in lieu of such supervision one (1) Heavy Duty Repairman shall be a working Leadman and his straight-time hourly wage rate shall be that of Group 4, set out in Section 01.03.00 plus fifty cents ($.50) per hour.

10.02.00 *Payment of Wages.* Each Employee shall be paid his wages in full each week promptly after the close of his shift on payday and on the jobsite. The wages of Employees who are terminated, shall be due and payable in full at the time of termination. Employees quitting or resigning shall be paid in accordance with the laws of the State of California. Accompanying each payment of wages shall be a separate statement identifying the Individual Employer, and showing the total earnings, the amount of each deduction, the purpose thereof and net earnings.

10.02.01 Habitual violations of this Section will subject the Individual Employer to penalties as may be determined by the Board of Adjustment.

10.03.00 *Work at More Than One Rate.* If more than one (1) straight-time hourly rate is applicable to the work performed by an Employee during his regular shift or on 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, 1996 — $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

12.13.02 If an Individual Employer fails to pay the delinquencies as determined by the Fund Manager in the time provided in 12.13.01, or fails to make other suitable arrangements for payment acceptable to the Union, it shall not be a violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any Employees of any Individual Employer shall be withdrawn pursuant to any similar clause in any agreement between the Individual Employer and any other labor organization, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

12.13.03 Any Employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employee shall be entitled 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 States and Canada, or with the International Brotherhood of Electrical Workers.

13.03.00 *Wages and Classifications.* Employees performing work covered by this Section 13.00.00 shall be employed in the classifications and at the wage rates set forth in Section 01.03.02 including such additions as may be made in accordance with Section 20.00.00 of this Agreement.

13.04.00 *Fringe Benefits.* Fringe benefits applicable to Employees working under the provisions of this Section shall be the same as those set forth in Section 12.00.00 of this Agreement.

13.05.00 *Working Rules.* Except as provided hereunder, the Working Rules applicable to this Section 13.00.00 shall be in accordance with Section 06.00.00 of this Agreement.

13.05.01 *Reckoning of Time.* The straight time of an Employee shall be reckoned by the shift in the following instances:

(1) During the Employee's first (1st) calendar week of employment.

(2) During the week the work covered by this Agreement is completed. A break in such work of five (5) or more days excluding Saturdays, Sundays or holidays, shall be considered the same as a completion of such work.

(3) If work is shut down by the Contracting Authority; by any Governmental agency having authority to suspend the work; by lack of fuel, power or water, or by reason of strike or if the crew they are servicing does not appear for work when work is available and such fact or facts is or are confirmed by the Contracting Authority in writing.

13.05.02 Employee(s) manning hoisting equipment, including Forklifts and Ross Carriers under the terms of this Section shall have their straight time during the second (2nd) and subsequent weeks of employment reckoned by five (5) straight-time days per week, Monday through Friday, for which forty (40) hours shall be paid, except in a week in which there is inclement weather, and except as otherwise provided in this paragraph. In a week in which there is inclement weather the above guarantee shall not be applicable, but an Employee shall be afforded the opportunity to earn the equivalent of twenty-four (24) hours' pay at the applicable straight-time rate. This guarantee shall not apply to re-bar work or on jobs under fifty (50) tons. In any week in which an overtime holiday falls, the straight time shall be reduced by the number of overtime holidays falling within the week. Any time worked on such holiday shall be in addition to the straight-time workdays in the week in which the holiday falls. A break in the continuity of employment of three (3) days or less excluding Saturdays, Sundays or holidays, shall not result in an Employee being returned to a first week of employment status.

13.05.03 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m. at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

13.05.04 When there is a single welding machine on the job and no Hoisting Engineer is employed, no Engineer shall be required to maintain and service such single welding machine. When there is a single welding machine on the job and a Hoisting Engineer is employed, such Engineer shall receive one (1) hour additional at the applicable overtime rate of pay for servicing and maintaining such welding machine, provided such servicing work is performed outside the regular shift.

13.05.05 When the number of Operating Engineers (excluding Oilers) employed by the Individual Employer on a job or project exceeds ten (10), an Operating Engineer Master Mechanic, who may operate equipment in emergencies, shall be employed.

13.05.06 On structural steel or tank erection, an Operating Engineer shall operate, maintain and service gasoline- or diesel-driven welding machines when the welding is being performed by another craft being supported by the Union.

13.05.07 On all types of construction, when Individual Employer is required by Contracting Authority to furnish his own field survey or when Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications herein mentioned.

13.05.08 When an Instrument Man is required by the Individual Employer to work from drawings, plans, or specifications without the direct supervision of a Party Chief, he shall be paid at the Chief of Party rate.

13.05.09 For any field survey work beyond the direct control of the Individual Employer, the referred to classifications and conditions shall not apply.

13.05.10 *Overtime.* Employees employed on all work performed under this Section 13.00.00 shall receive time and one-half (1-1/2) for the first two (2) hours over eight (8) up to and including ten (10) hours, Monday through Friday, and time and one-half (1-1/2) for the first eight (8) hours on Saturdays (except where the Operating Engineers is servicing a craft receiving double [2] time, then the Operating Engineer shall receive double [2] time). Double (2) time shall be paid for all hours over ten (10) Monday through Friday, and over eight (8) hours on Saturdays. Sundays and holidays shall be double (2) time.

13.05.11 When Employees covered by this Section are employed to service another craft or crafts that work a 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] men of whom one [1] shall be a Foreman) of Piledrivermen 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 in any Agreement the Employer is a party to, or becomes a party to, is reduced below four (4) men, this Section 14.00.00 shall also apply.

14.01.01 The provisions of this Section 14.00.00 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.

14.01.02 *Work Covered.* The operation, repair and maintenance of engines and machinery and the operation of deck engines in connection with piledrivers and derrick barges engaged in the following work shall be performed by Employees working under this Agreement:

be reckoned as provided in 14.02.01 of this Section. If work is to be suspended for any reason the Employee shall be notified at least two (2) hours before being required to report to work. The Employee shall keep the Individual Employer advised at all times of his correct address and telephone number.

14.02.05 The starting time of the first shift on two-shift operations shall be between 5:00 a.m. and 8:00 a.m., Standard Time, at the option of the Individual Employer. Once established, the starting time shall not be changed except to take advantage of maximum daylight, or by the mutual consent of the Individual Employer and the Union.

14.02.06 *Tide Work.* When an Employee or Employees are called out to work tide work, the minimum pay for such work shall be eight (8) hours at regular straight time. In computing time to be paid for under this provision, each hour worked before 8:00 a.m. or after 4:30 p.m. shall be considered as being two (2) straight-time hours and each one-half (1/2) hour shall be considered as being one (1) straight-time hour; each hour worked between 8:00 a.m. and 4:30 p.m. shall be considered as being one (1) straight-time hour. The foregoing shall not apply to time worked on Saturdays, Sundays, or holidays. In the event an Employee or Employees are called out to work tide work on Saturdays, Sundays, or holidays, the overtime rate (double straight time) shall be paid for each hour worked, and the minimum pay shall be six (6) hours at said overtime rate.

14.02.07 *Overtime.* Employees employed on all work performed under this Section 14.00.00 shall receive double (2) the applicable straight-time rate for all work performed before a shift begins and after it ends, and on Saturdays, Sundays and holidays, except that time and one-half (1-1/2) shall be paid for the first two (2) hours of overtime on a regular workday, regardless of whether such overtime is worked before or after the regular work hours.

Repair, maintenance and start-up time before a shift begins and after the shift ends and on Saturdays shall be one and one-half (1-1/2) times the applicable straight-time rate. Sundays and holidays shall be double (2) the straight-time rate.

NOTE If at any time during the life of this Agreement, the overtime provisions in the Master Labor Agreement between the Associated General Contractors of California and Piledrivers Local Union No. 34 are modified with respect to this Section or Section 14.02.06 to provide for a different rate of overtime, then this Section and/or Section 14.02.06 shall be modified accordingly.

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 which is attached hereto as Exhibit A and made a part hereof. 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 01.03.04.

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 01.03.04. 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 07.10.00 through 07.10.10, 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.

15.07.00 *Minimum Crews.* It is understood that there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size, in which event the Individual Employer and the Union shall agree at the Pre-Job Conference upon the crew size to perform the operation and repair of said equipment. If the Individual Employer and the Union are unable to agree upon the crew size, the matter shall be referred for resolution in accordance with the provisions of Section 18.00.00 of this Agreement.

15.08.00 *Tunnel Safety.* In the event the Individual Employer 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.

15.08.01 *Manhaul Vehicles for Underground Work.* Manhaul vehicles used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Convenient means of mounting and dismounting the vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the operator shall be installed.

16.00.00 SAFETY

16.01.00 *No Limitation of 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.

23.04.06 In the event of the death or adjudicated incompetence of any Employee the monies credited to him exclusive of interest will be paid over to the beneficiary designated as such under the Pension Trust Fund for Operating Engineers upon presentation of a certified copy of the death certificate or order adjudicating incompetence to the Fund Manager, or if no such beneficiary has been designated, to the authorized representative of the estate of the deceased Employee or to the guardian or conservator of the estate of the incompetent Employee or as otherwise provided in the Probate Code of the State of California.

23.04.07 The Credit Committee of the Credit Union, not acting for the Credit Union but under this Plan, shall in emergency cases be empowered to direct the Fund Manager to immediately release the monies credited to the Employee concerned exclusive of interest, provided the total to be released is in excess of twenty-five dollars ($25.00). Said emergencies shall be limited to the extent that an Employee will be allowed no more than two (2) withdrawals per year, one (1) in each accumulation period, on an emergency basis subject to the approval of the Credit Committee.

23.05.00 *Liability of Individual Employer.* Neither the Employer nor any Individual Employer shall be liable for the payments due from any other Individual Employer or for any of the expenses of administering this Plan.

23.06.00 *Records.* The Fund Manager will maintain all records necessary to carry out this Vacation and Holiday Pay Plan and supply the Operating Engineers Local Union No. 3 Credit Union at all times with the records necessary and proper to enable it to properly and accurately credit each Employee and issue to each Employee shares as in this Plan provided. The Fund Manager shall comply with all requirements of law and make and file any and all reports required by law. He shall be entitled to act through agents specifically authorized by him in writing who if they handle funds shall be properly bonded.

23.07.00 *Delinquent Accounts.* The Fund Manager shall not be responsible or liable for the collection of delinquent accounts. However, in the event the Fund Manager should desire so to do he is empowered so to do and any expense thereby incurred shall be a proper expense of this Plan.

24.00.00 *MAP DESCRIPTION FOR AREAS 1 AND 2*

24.01.00 The following is a description based upon township and range lines of Areas 1 and 2.

24.02.00 Area 1 is all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E,
5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,
17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,
25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,

30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,
34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California / Nevada State Border,
39. Thence Northerly along the California / Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California / Oregon State Border,
64. Thence Westerly along the California / Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,

87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean,
and,
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean,
excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E.
121. Area 2 shall be all areas not part of Area 1 described above.

25.00.00 CHANGES

25.01.00 It is hereby understood and agreed that no settlement of any dispute as to the interpretation of this Agreement or the interpretation of any word, phrase, clause, sentence, paragraph or section thereof other than as may be determined through Section 18.00.00, Settlement of Disputes, shall be of any force or effect unless and until it is (a) reduced to writing; (b) signed by the Business Manager of the Union; and (c) the Secretary of the Employer representing the Individual Employer.

26.00.00 TERM OF AGREEMENT

26.01.00 *Employer's Membership.* This Agreement is made for and on behalf of and shall be binding upon the Employer, any Association of Employers signatory hereto, and the Individual Employers as defined in 02.02.00.

26.01.01 The Employer and each Association of Employers signatory hereto represents that upon the date of the execution of this Agreement the Employer or Association of Employers signatory hereto, as the case may be, represents its members, Individual Employers as defined in 02.02.00, and that said Individual Employers have duly authorized it to make this contract for and on their behalf as parties hereto.

26.02.00 *Agreement Binding Upon Parties.* This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

26.03.00 *Effective and Termination Dates.* This Agreement shall be effective June 16, 1996, and shall remain in effect through June 15, 1999, and if the written notice provided by Section 8(d) of the National Labor Relations Act as Amended is not