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

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).

T&S
AND
HOLIDAY

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

06.20.00 *Foremen and Shifters.* No foremen or shifters shall be allowed to perform any work covered by this Agreement or operate any equipment covered by this Agreement, except as provided in the Special Provisions Concerning Foremen Other Than General Foremen, Section 21.00.00.

06.21.00 *Show-Up Time.* When an Employee reports on his shift, or when dispatched and he reports at the agreed time and designated place and there is no work covered by Section 02.04.00 provided for him by the Individual Employer, he shall be paid two (2) hours at the rate applicable to his classification at the straight-time hourly or overtime rate applicable on that day as show-up time: if the Employee is requested to stand by, and does so, and is given no work, he shall be paid four (4) hours' pay at the rate applying to the job or unless such Employee or applicant reported in a condition unfit to perform his work or unless such applicant was rejected by the Individual Employer in accordance with the 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 which corresponds 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, 01.02.01, 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.

OPERATING ENGINEERS LOCAL UNION NO. 3

1620 SOUTH LOOP ROAD, ALAMEDA, CA 94502-7090 • (510) 748-7400 • FAX: (510) 748-7401

Jurisdiction: Northern California, Northern Nevada, Utah, Hawaii and Mid-Pacific Islands

July 28, 1998

Ms. Dorothy Vuksich
DEPARTMENT OF INDUSTRIAL RELATIONS
45 Fremont Street, Suite 1160
San Francisco, CA 94105

HAND DELIVERED and
Via Fax (415) 972-8640

RE: ***Memorandum of Agreement (Contract Extension/Amendment)***
1998 Wage and Fringe Benefit Increases

Dear Ms. Vuksich:

Enclosed, please find a copy of the Memorandum of Agreement (Contract Extension/Amendment) between the Operating Engineers Local Union No. 3 and the Associated General Contractors of Northern California, Inc. Also, enclosed for your information are the June 1998 wage and fringe benefit increases.

If there are any questions regarding the enclosed information, please do not hesitate to contact the Contracts Department, at (510) 748-7400.

Sincerely,

Sharon Costello
Contracts Department

Enclosure

RECEIVED
Department of Industrial Relations
JUL 28 1998
Div. of Labor Statistics & Research
Chief's Office

opeiu-3-afl-cio (3)

RECEIVED

JUL 24 1998

CONTRACTS

MEMORANDUM OF AGREEMENT
(Contract Extension/Amendment)

THIS AGREEMENT, made and entered into this 16th day of June, 1998, by and between ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. ("Employer") and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO ("Union").

The parties open their 1996-1999 Master Agreement for Northern California and amend it as follows:

1. Section 06.05.03: *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 corresponds 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.

2. Add a new Section 12.12.00, Supplemental Dues: In addition to any amount specified as and for Vacation and Holiday benefits in section 12.06.00, and 12.06.01, of this Master Agreement, the amount of 10 cents ($.10) per hour for each hour paid for or worked shall be added and specifically designated as Supplemental Dues effective for all work performed on and after December 28, 1998; twenty cents ($.20) per hour effective for all work performed on or after June 28, 1999; thirty cents ($.30) per hour effective for all work performed on or after June 26, 2000, and forty cents ($.40) effective for all hours work performed on or after June 25, 2001. These amounts shall be "new money." Upon the execution of a proper authorization as required by law, the amount set forth shall be transmitted from the Vacation-Holiday benefit of each Employee performing work or being paid under this Agreement and shall be remitted directly to the Union. These amounts specified herein shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Employees. Such remittance shall be made to the Union monthly. Supplemental Dues are specifically part of the uniform monthly dues of each Employee, as specified in the provisions of Section 04.02.00, Union Security, of this Agreement. The Employees shall be obligated to make such payment directly to the Union on a monthly basis if the dues authorization provided for herein is not executed, under such terms and conditions as from time to time may be prescribed by the Union.

3. Exhibit A, Substance Abuse, Section IV: The Individual Employer will implement a comprehensive drug awareness and education program which shall be in conformance with the DOT regulations. The program shall include educating Employees and management/supervisory personnel about substance abuse and chemical dependency, the adverse affect they have on Employees and the Individual Employer, and the treatment available to Employees who abuse substances and/or are chemically dependent, and the penalties that may be imposed upon Employees who violate this Policy. **The Individual Employer shall consult with ARP before it implements this policy so that ARP can provide education to the Individual Employer and its Employees.** ARP shall continue to provide an educational program for the Individual Employers for their Employees and shall, to the maximum extent possible, train all Employees of all Individual Employers who implement this Policy.

4. Exhibit A, Substance Abuse, Section VII, Type of Permissive Testing:

Add a new subsection E which reads: **An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all Employees shall be subjected to such testing. The Employer may establish two random testing pools, one for DOT regulated Employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random testing.**

6/1/98 - hi
opeiu-3-afl-cio (3)
AGCcxt.doc

RECEIVED
Department of Industrial Relations

JUL 28 1998

Div. of Labor Statistics & Research
Chief's Office

13. Section 04.10.31 of the Job Placement Regulations:

Employees who are laid off because a job or project is temporarily shut down because of weather, lack of material or other reasons beyond the control of the Individual Employer, ~~and who do not accept a dispatch to another job other than one to which the short duration rule has applied,~~ shall, ~~on the resumption of the job or project~~ within six (6) months of its being ~~shut down~~ **laid-off**, be dispatched ~~to such job or project~~ as called for by the Individual Employer by name.

14. Economics:

June 16, 1998

In addition to the previously negotiated seventy cents ($.70) per hour increase (Group 4), wages and fringe benefits are adjusted as follows:

1. $.06 per hour increase to Job Placement Fund for a total of $.10 (effective June 29, 1998)
2. Reduce Business Development Trust by one cent ($.01) from nine cents ($.09) per hour to eight cents ($.08) per hour and increase Contract Administration Fund by one cent ($.01) from six cents ($.06) per hour to seven cents ($.07) per hour.

January 1, 1999

1. **$.10 per hour for supplemental dues.** (effective 12/28/98)
2. One cent ($.01) per hour increase for Contract Administration Fund, from seven cents ($.07) per hour to eight cents ($.08) per hour.

June 16, 1999

1. **$1.05 per hour for all classifications, to be allocated** by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice).
2. **$.10 per hour for Supplemental Dues.** (effective 6/28/99)
3. **$01 per hour for Affirmative Action Trust.** " "

June 16, 2000

1. **$1.10 per hour for all classifications, to be allocated** by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice).
2. **$.10 per hour for Supplemental Dues.** (effective 6/26/00)
3. $01 per hour for Affirmative Action Trust.

June 16, 2001

1. **$.85 per hour for all classifications, to be allocated** by the Union to wages, Health and Welfare and/or Pensioned Health and Welfare (effective date of allocations to Trust Funds effective the last Monday in June consistent with the parties' practice.)
2. **$.10 per hour for Supplemental Dues** (effective ~~July 1, 2001~~). (effective 6/25/01)
3. $01 per hour for Affirmative Action Trust.

The wage and fringe benefit rates are attached hereto.

15. *Retiree Addendum:* (3) Is requested to work during the months of ~~July~~ **April** through ~~October~~ **November** of any calendar year.

16. Section 26.03.00: *Effective and Termination Dates.* This Agreement shall be effective June 16, 1996, and shall remain in effect through June 15, ~~1999~~ **2002**, and if the written notice provided by Section 8(d) of the National Labor Relations Act as Amended is not given by either the Union or the Employer to the other, it shall continue indefinitely; provided however, this Agreement may be terminated at any time after June 15, ~~1999~~ **2002**, by either the Union or the Employer giving to the other the written notice provided by in Section8(d) of the Act in which event this Agreement shall terminate at the end of the sixtieth (60th) calendar day after receipt of such notice. Regardless of when terminated, the Union and Employer will negotiate exclusively with each other during the last sixty (60) days of the Agreement.