

# 2022 - 2025 Operating Engineers Agreement

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# MASTER LABOR AGREEMENT

between  
**ASSOCIATED GENERAL CONTRACTORS OF AMERICA  
SAN DIEGO CHAPTER, INC.**

and  
**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL UNION NO. 12**

THIS AGREEMENT entered into this 1st day of July, 2022, by and between signatory members of the Associated General Contractors of America, San Diego Chapter, Inc., (hereinafter referred to as the "Employers"), and the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department of the AFL-CIO, (hereinafter referred to as the "Union").

## PURPOSE

The Contractors are engaged in construction, survey work and asphalt producing in San Diego County, and in the performance of their present and future contracting operations, are employing, and will employ, workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen for the work covered by this Agreement, in the area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction contracts. The Union and the Contractors, by this Agreement intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes and grievances.

## ARTICLE I General Provisions

### A. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative of the Employers and the Association has no signatory status by the terms of this Agreement. A certified roster of signatory members along with each firms' power of attorney shall be furnished to the Union without delay at the signing of this Agreement, upon the acceptance of new signatory members, and at the commencement of negotiations for a successor Master Labor Agreement. Individual signatory Contractors whose names appear along with the power of attorney on a roster furnished to the Union shall thereafter remain bound to this Agreement, and to any successor Master Labor Agreement, until such time as they subsequently withdraw from the Association Bargaining

Unit and terminate this Agreement in the manner set forth in this Agreement. Neither the Association nor any individual signatory Contractor shall be permitted to contend that any Contractor was inadvertently included on a roster furnished to the Union by error of the Contractor or the Association when accompanied by the power of attorney.

2. The term UNION, as used herein shall refer to the International Union of Operating Engineers, Local Union No. 12, affiliated with the Building and Construction Trades Department, AFL-CIO.

3. The term CONTRACTOR, or EMPLOYER, shall refer to a person, firm, limited liability company or corporation, party to this Agreement.

4. The term WORKMEN, as used herein, shall refer to persons in the labor market not employed.

5. The term EMPLOYEE or EMPLOYEES, as used herein shall refer to the employed person or persons, and/or Owner-Operators, covered by this Agreement.

6. All personal nouns and pronouns refer to the male and female gender.

**B. Coverage:**

1. This Agreement shall cover and apply in San Diego County, California.

2. This Agreement shall cover and apply to all work falling within the recognized jurisdiction of the Union.

a. It shall cover work on building, heavy highway and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities, including helicopters, used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes of work.

b. Street and highway work, grading and paving, excavation of earth and rock, grade separation, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, rivers and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building/construction inspection. The handling, cleaning, erection, installation and dismantling of machinery, equipment and all work on robotics, included but not limited to the rigging, handling, installation, maintenance, programming and the use of all stationary

and/or portable robots. This shall include the use of all robots used in any industry, including the nuclear field.

c. It shall cover all work including the initial setting and positioning of the base station in conjunction with Global Positioning Systems/GPS on the jobsite.

d. The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure including Power Plants, mines, solar energy installations and appurtenances, oil or gas refineries and incidental structures, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment and other facilities used in connection with the performance of such building construction.

e. All concrete form work, including but not limited to, the fabrication, construction, placing, erection, rigging and hoisting, stripping and removing of all forms and operation of the forklift, loed, pettibone or mobile equipment in reference to all of the above work.

f. All work in connection with tilt-up slabs, including but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, all stripping of forms (whether or not to be reused) rigging, setting, plumbing, and lining, welding, drilling, ledger bolts, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors including roll-up, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

g. All work in connection with the hoisting of materials which are to be used for the Carpenters or Building Tradesmen will be rigged, guided and handled by employees covered by this Agreement.

h. The layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles, sheet piles, soldier beams and casings, together with all necessary walling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to, subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. Fabrication, construction, removal and stripping of all forms both inside and outside the tunnels and drains to include form liners and membranes, whether they be spray on, glue on, tack on, composed of any and all building materials to include plastic, neoprene, high density polyethylene, vinyl cork or any other natural or artificial material. Construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly. Installation and removal of all timber decking.

i. All office modular furniture systems including, but not limited to: the unloading by any means, stockpiling, distribution to point of erection, carrying, handling,

transportation, uncrating, installation, cleaning, and/or staging of all office, commercial, industrial, institutional, and hotel furniture systems, furnishings, etc., including (but not limited to) all component parts (regardless of their materials or method or manner of installation, attachment or connection). Also included will be layout work including the use of level, transit and any other instrument or tool (or adaptable tool) required for the work herein described.

j. The placing, handling, moving and erection of all materials which fall within the description of work set forth in the Agreement from the site of delivery on the job to the point of the job where the work is to be performed. The erecting and moving of all scaffolds and the moving and handling of all materials to be used in erection of scaffolding.

3. This Agreement shall also include work in the Contractors' yards and shops and field survey work, asphalt, concrete and screening plants, forest fires, floods, and emergency work.

a. Survey work is considered bargaining unit work. If survey work is subcontracted by the Employer, said subcontractor shall be signatory to, and shall perform said work in compliance with the terms and conditions of the current Master Survey Agreement between the Southern California Association of Civil Engineers and Land Surveyors and the Operating Engineers, Local Union No. 12. If survey work is not subcontracted, the terms and conditions contained in Article XIX, Section S of this Agreement shall apply.

b. In addition to the above, this Agreement shall also cover all soils and materials testing, construction inspection, and building inspection work performed in connection with any and/or all of the types of work otherwise covered by this Agreement as set forth hereinabove, without exception. Such work shall be defined by the type of work being performed, and shall not be excluded from this Agreement by virtue of the fact that the awarding agency or developer, or the employer or contractor, chooses to call such work by a different name, such as "quality control work" or "quality assurance work".

4. This Agreement shall cover and apply to all employees except that it shall not cover and apply to executives, superintendents, assistant superintendents, master mechanics, weigh masters, office engineers, timekeepers, messenger boys, office workers, partsmen, or any other employee of the Contractors above the rank of craft foreman and Party Chief, except as herein provided.

a. The parties recognize that Operating Engineer Foremen are subject to the provisions of Article II and are management representatives of the Contractors and shall not be disciplined by the Union for any actions taken by them in the performance of their duties assigned to them by the Contractors when such duties are not in conflict with the provisions of this Agreement.



5. All work performed, and all services rendered by the employees for the Contractor shall be rendered under the terms and provisions at not less than those contained herein. All Contractors or Subcontractors signatory to this Agreement agree to assign all work covered by this Agreement to workmen dispatched by the Union. Any person found performing work properly recognized as being within the jurisdiction of the Union and who has not been referred to the Contractor by written referral from the Union shall be immediately removed from the performance of such work upon written notice and the Contractors shall pay "one day's pay for each day or portion thereof the violation occurred" all wages and other monetary values to the Health and Welfare Fund by separate check after adjudication through Article V from the date of notification in writing by the Union to the Contractor.

**6. Subcontracting, Employee Rights, Union Standards and Work Preservation:**

a. The purposes of these Paragraphs are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years and preservation of the right of Union Employees, employed hereunder, from being compelled to work with non-union workmen.

b. In some instances, a Contractor signatory hereto joint ventures with a non-union Contractor to bid on certain projects.

If the Contractor joint ventures with a non-signatory entity, the non-signatory entity shall not perform and/or subcontract any work covered by the classifications in this Agreement.

However, the joint venture shall be afforded the opportunity to sign a Project Agreement.

c. In the event this joint venture is successful in being low bidder and awarded, the joint venture shall become signatory to this Agreement for this project only.

If the non-signatory partner of the joint venture refuses to become signatory, the signatory contractor partner of the joint venture shall assume all responsibilities of the payment of wages, fringe benefit contributions and subcontract obligations for all classifications listed in the Agreement.

d. Definition of Subcontractor: A Subcontractor is defined as any person, (other than an employee covered by this Agreement) firm, limited liability company or corporation, holding a valid State Contractor's License where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the Subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.

e. The Contractor agrees that he (or his Subcontractor) shall employ one or more employees who are represented by the Union, on each jobsite on which he or his Subcontractors perform work of the type covered by this Agreement, as defined in Article I and the classifications in Appendices "A", "B", "C" "D" or "E" and that neither the Contractor nor any of his Subcontractors on the jobsite will subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure or other work, except to a person, firm, limited liability company or corporation, party to a current labor agreement with the Union, and/or the work of the Ironworkers, party to the San Diego County Master Labor Agreement.

f. In the event the Contractor's Subcontractor does not pay the wages, benefits or Trust Fund contributions required by this Agreement, the Contractor shall become liable for the payment of wages and benefits to the Subcontractor's employees and for the payment of Trust Fund contributions to the Trust Funds without regard to whether any specific employee enjoys the benefit of such contributions, whichever is applicable.

g. In the event the Trust Fund determines the Subcontractor is delinquent, the Contractor shall immediately discontinue use of such Subcontractor, as well as of such Subcontractor's equipment and each of such Subcontractor's employees, whether directly or indirectly, and no request from the Contractor for the use of named employee to operate equipment similar to that employed by the unfair Subcontractor need be honored during the period the Subcontractor continues to be declared unfair.

h. All work performed by the Contractors or Subcontractors and all services rendered for the Contractors or Subcontractors shall be rendered in accordance with each and all of the terms and provisions hereof.

i. If the Contractor or Subcontractor shall subcontract work covered under the jurisdiction of the International Union of Operating Engineers, Local Union No. 12, including the furnishing and installation of materials, performance of labor or the operation of equipment, provisions shall be made in writing for the observance and compliance by the Subcontractors with the full terms of this Agreement.

(1) All Operating Engineers who perform work covered by this Agreement for a Subcontractor shall be employees on either the Subcontractor's payroll or the General Contractor's payroll and all fringes shall be paid for these individuals.

(2) The Contractor shall provide in his contract with the Subcontractor the following provisions:

(a) The Subcontractor accepts and agrees to be bound by the procedures set forth in Article III, hereof. The Subcontractor also agrees that he will bind all of his Subcontractors to said procedures in the same manner and to the same effect as hereinabove provided with respect to him.

(b) In particular, the Subcontractor agrees to be bound by the provisions of Article III and any decision or interpretations shall be binding upon and accepted by the Employer and/or Association and the Union. No party hereto shall refer any jurisdictional dispute to the National Labor Relations Board for settlement.

(c) Per (b) above, it is the intent of the bargaining parties to utilize the process detailed in Article III for the Settlement of all Jurisdictional Disputes on the project. To the fullest extent permitted by the law, the Contractor will require all Subcontractors on the project to utilize this process to settle jurisdictional disputes.

(d) All Subcontractors will be notified when starting work on the project that they are to utilize the process detailed in Article III for the Settlement of Jurisdictional Disputes, to the exclusion of other procedures, nor shall they cooperate or participate in any Board proceeding under Section 10(k) of the National Labor Relations Act with respect to any jurisdictional dispute involving the Operating Engineers.

#### 7. Equipment Transportation and Repair:

a. So far as it is within the control of the Contractor, the loading and unloading of equipment which is operated by employees covered by this Agreement, or the transportation of such equipment by means of its own power, from job-to-job, yard-to-yard, shall be performed by employees covered by this Agreement. Nothing herein contained shall be construed to prohibit the normal delivery of freight by common carrier.

b. Nothing in this Agreement shall limit the right of Contractors to utilize machinery and equipment dealers to perform major repairs on machinery and equipment on or off the jobsite. All other maintenance and repairs which are normally and customarily performed by persons in the classification of Heavy Duty Repairman/Welder shall be performed by employees covered by this Agreement. In the event this Paragraph proves unworkable during the life of this Agreement the parties hereto agree that the provision contained in Article XX will prevail in resolving the issues at hand.

c. The Contractor and his Subcontractors shall have freedom of choice in the purchase of materials, supplies and equipment. Every reasonable effort shall be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment which use will tend to cause any discord or disturbance on the project.

d. For hazardous waste removal or remediation, those new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

## **ARTICLE II Union Recognition**

A. The Contractors hereby recognize the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement by the Contractors over whom the Union has jurisdiction, including such jurisdiction as defined by the Building and Construction Trades Department of the AFL-CIO (including, but not limited to electric transmission lines, conduit projects, sub-stations and power plants).

All work performed under this Agreement shall be done by employees of the Contractor or Subcontractor doing work covered by this Agreement. When the Contractor leases equipment it must be operated, repaired and maintained by employees of the Contractor or of a Subcontractor as defined above.

B. The Union hereby recognizes the Associated General Contractors of America, San Diego Chapter, Inc., as the sole and exclusive bargaining representative for their respective members who are or who become signatory to this Agreement and agrees that during the term of this Agreement it will not negotiate or enter into agreement with such members of the Association relative to part or all of the subject matter covered by this Agreement.

C. This Agreement shall be binding upon each and every signatory member of the Associated General Contractors of America, San Diego Chapter, Inc. with the same force and effect as if this Agreement were entered into by each signatory member individually. All signatory members of the Associated General Contractors of America, San Diego Chapter, Inc. shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any signatory member shall resign or be suspended from the Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement provided, however, that as to such former or suspended members, the provisions of Article III and Article V shall not apply from the time when such signatory member resigns or is suspended from the Association. Such former or suspended signatory members shall automatically be bound by all of the terms of the Union's Short Form Agreement for the Construction Industry except that he may terminate the Short Form Agreement by giving the Union at least sixty (60) days' written notice, provided to the Union and shall be effective only upon receipt at the Union's main office, Certified Mail Return Receipt Requested, addressed to the attention of the Business Manager at 150 Corson Street, Pasadena, California 91103 prior to June 30, 2025, (or June 30<sup>th</sup> of any subsequent year if the Union fails to give notice in 2025) of his intent not to be bound by any new or renewed Agreement. Thereafter the termination clause of the Short Form Agreement shall apply. The Association will advise the Union of any such communication and send to the attention of the Business Manager at 150 Corson Street, Pasadena, California 91103 or notice of any new or resigned or suspended signatory members within thirty (30) days after admission to membership or change in membership status.

D. Employees of an individual Contractor who are transferred into the jurisdiction of Local Union No. 12 under the provisions of the pre-job conference outlined in this Article, shall be allowed to remain on the job or project, in the classification only for which they were dispatched for its duration, but these employees shall not acquire Group "A" Status.

**E. Definitions:**

1. Group "A" Status:

a. Workmen who as employees have performed work covered by this Agreement and who have registered and have been available for work as employees at least two and one-half (2½) years cumulatively within the five (5) years immediately preceding registration at the Dispatch Office in the territorial jurisdiction of the Union and who are available for employment shall attain Group "A" Status and may be requested by name and confirmed in writing by the Contractor no later than forty-eight (48) hours after the workmen report for work. There shall be no job soliciting.

b. Workmen shall have "A" Status for any period of incapacity or military service or for any period during which they are transferred by a Contractor to a job or project outside the geographic area of this Agreement and are there employed by such Contractor or by a joint venture with which said Contractor is associated. "A" Status to be extended to Owner-Operators who previously had "A" Status.

c. Workmen who have completed the Apprenticeship Training Program established under this Agreement shall obtain "A" Status. Any Apprentice having been cancelled for just cause after written and specific notice and full and fair hearing by the Apprenticeship Committee or who has dropped out of the program of his own accord, shall not be permitted to register for employment with the Local Union for a period of two (2) years after cancellation or until such time as he would have graduated from the program, whichever time period is shorter.

d. Workmen employed by an Employer at the time of his Employer signing this collective bargaining agreement shall obtain "A" Status after two and one-half (2½) years in conformity with Subparagraph "a". Workmen in this category, however, may be called by name by such former Employer. Any workman requested by name shall not replace another employee.

2. Group "B" Status: Workmen who have lost their preference as Group "A" workmen or who have performed work of the type covered by this Agreement under a collective bargaining agreement with the Union and who are registered on the out-of-work list and are available for employment.

3. Group "C" Status: Workmen whose names are entered on the out-of-work list and who are available for employment but fail to qualify for Group "A" or Group "B"

Status. Workmen dispatched on two (2) occasions and who fail to qualify for the work to which they were dispatched shall not be dispatched until requested by a former Employer.

4. Preferred "A" Status shall be permitted with respect to the following classifications, but request by name will not be permitted unless previously employed by the Contractor.

Air Compressor, Pump or Generator Operator . . . . .	Group I
Generator, Pump or Compressor Operator . . . . .	Group I
Generator, Pump or Compressor Plant Operator . . . . .	Group I

a. With respect to the above classifications, those registered in the Preferred "A" Status prevail.

b. Compressors. When the number of Compressors (excluding compressor house or plant) of the 150 C.F.M. type, gasoline or diesel driven exceed nine (9) on the job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units exceed sixteen (16), another Operating Engineer from the Preferred Classification shall be employed.

c. On any single unit, gasoline or diesel driven, capable of producing 900 C.F.M. on a job or project, an Operating Engineer from the Preferred Classification shall be employed. It is further understood that a Preferred Operator shall be employed on major drilling and blasting operations to operate the Compressor and assist in the drilling and blasting operations.

d. When the number of welding machines and/or generators (small portable units) gasoline or diesel driven, exceeds nine (9) on a job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units exceed sixteen (16), another Operating Engineer from the Preferred Classification shall be employed.

e. When an Employer uses generators on his job which total 300 K.W., an Operating Engineer from the Preferred Classification shall be employed, excluding asphalt, CTB, concrete and rock plant operations.

f. This Article shall include the machines of the prime Contractor and/or Subcontractor in operation on any job or project.

g. When the number of compressors, welding machines and/or generators in combination, described in Paragraphs E-4-b and E-4-d, exceed twelve (12) on a job or project, an Operating Engineer from the Preferred Classification shall be employed. When the number of units in combination exceed twenty-four (24), another Operating Engineer from the Preferred Classification shall be employed.

5. The Employer shall call the Union Dispatch Office for all workmen used in the above classifications and shall not use workmen who were dispatched to perform work in other classifications except in cases of emergency or on jobs where a single unit of small pumps, compressors or generators are used. The Employer may utilize the services of another employee covered by this Agreement to service such single small unit. Workmen registered on the Preferred List shall be dispatched until this list is exhausted.

6. Workmen registering in this Preferred "A" Status shall:

a. Be ineligible to register and shall not register for work in any classification other than those specified in this Paragraph.

b. Be fifty-five (55) or more years of age and have had at least ten (10) years employment or availability for employment, in any one or more classification contained in this Agreement of the type or kind of craft work covered by this Agreement in the geographic area defined in this Agreement, provided, however, that a person who does not meet such requirements but who has a physical handicap preventing his employment in any classification except one specified in this Paragraph and who has "A" Status, or acquired such handicap as a result of an industrial accident while employed as an Operating Engineer, shall be permitted to so register.

7. All Officers and Business Representatives of the Union who have had experience in any one or more of the classifications of work contained in this Agreement and all employees above the rank of craft foreman employed by the individual Contractor in the area covered by this Agreement who have previously had work experience in one or more of the classifications contained in the Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment of an individual Contractor as an employee at the trade, he shall do so with the same preference as if he had continually worked for individual Contractors.

8. Employees employed by one or more of the Contractors for a period of eight (8) days continuously or cumulatively, shall be or become members of the Union after the eight (8) day period, or the effective date of this Agreement whichever is later and shall remain members of the Union as a condition of continued employment. The Contractor shall discharge any employee pursuant to this paragraph upon ten (10) days' written notice from the Union of such employee's non-payment of fees required. Membership in the Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other similarly situated applicants for membership to the Union.

9. Subject to the foregoing, the individual Contractor is the judge as to the competency of all his employees and applicants for employment. (The Contractor may reject any job applicant referred by the Union). All employees must perform their work to the satisfaction of the Contractor. All workmen shall be employed in accordance with the provisions of this Agreement. No employee shall be discharged or discriminated against for activities in behalf of, or representation of the Union not interfering with the proper

performance of his duties. Discharge may be subject to the grievance procedure where the question of cause is present.

10. In the employment of workmen for all work covered by this Agreement in the territory above described, the following provisions subject to the conditions of this Article II shall govern.

a. Hiring - Union Responsibility:

(1) The Union shall establish and maintain open and non-discriminatory employment lists for workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to registration and dispatchment subject to the provisions of this Article.

(2) The District Dispatching Office will furnish in accordance with the request of the Contractor each such qualified and competent workman from among those entered on said list to the Contractor by use of a written referral in the order of preference outlined in "Definition", Article II, Section E, and the selection of workmen for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, By-Laws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

(3) On jobs of ten (10) days duration or less, the Union's dispatcher shall secure workmen from the local area if available. If no workmen are available, the dispatcher shall call the nearest Dispatch Office to secure such workmen who will report as soon as possible to the Employer.

(4) The Union will maintain District Dispatching Offices in the following cities to provide service to Contractors:

<u>DISTRICT OFFICE</u>	<u>TERRITORY COVERED</u>
Pasadena . . . . .	Los Angeles County, except Long Beach Area
Ventura. . . . .	Ventura, Santa Barbara and San Luis Obispo Counties
Bakersfield. . . . .	Kern, Inyo and Mono Counties
San Diego. . . . .	San Diego County
Redlands . . . . .	San Bernardino, Riverside and Imperial Counties
Anaheim. . . . .	Orange County and Long Beach Area of Los Angeles County
Las Vegas, Nevada. . .	Clark, Lincoln, Nye and Esmeralda Counties



(5) The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint venture or other legal entity who, as a "broker" or subcontractor, furnishes workers to perform work covered by Article I, Section B, 6 (e) of this Agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, limited liability company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.

b. Hiring - Contractor Responsibilities:

(1) The Contractor shall first call a District Dispatching Office (as referred to above) for such workmen as he may from time-to-time need, and the office shall furnish to the Contractor the required number of qualified and competent workmen of the classification needed and requested by the Contractor, strictly in accordance with the provisions of this Article.

(2) It shall be the responsibility of the Contractor when ordering workmen to give the Union all of the pertinent information regarding the workmen's employment.

(3) When an employer desires to have workmen dispatched to the Employer's office, said workmen shall receive no less than eight (8) hours pay for the first day of work and shall not drive no more than thirty (30) miles from the office to the jobsite on the first day of work. The office must be located in the district the workmen will be working.

(4) Reasonable advance notice (but not later than twenty (20) hours prior to the required reporting time) shall be given by the Contractor to the Dispatching Office upon ordering such workmen, and in the event that forty-eight (48) hours after such notice the Dispatching Office does not furnish such workmen, the Contractor may procure workmen from any other source or sources. If workmen are so employed, the Contractor will immediately report to the Dispatching Office each such workman by name.

(5) No employee shall be discharged or discriminated against for activities in behalf of or in representation of the Union. Any discharge may be subject to the grievance procedure.

(6) When a Contractor desires to transfer employees from one district to another with equipment, the Contractor shall give reasonable advance notice (by phone or otherwise) to the office in the district where the workmen are employed. The employee being transferred shall report to the District Office in the area where the workman is to be employed. The employees shall be issued new referrals. Employees employed by the Contractor pursuant to the terms of this Agreement shall not be removed or transferred by the Union unless the prior approval of the Contractor is obtained.

(7) When employees are transferred to a job by the Contractor and of necessity must remain away from their permanent home, the Contractor and the employee will agree to the amount of compensation.

(8) The Contractor and the Union will not discriminate against any person with regard to employment or Union membership because of his or her ancestry, age (40 and above), color, disability (physical and mental, including H.I.V. and AIDS), genetic information, gender, gender identity, gender expression, marital status, medical condition (genetic characteristics, cancer or a record or history of cancer), military or veteran status, national origin (includes language restrictions), race, religion (includes religious dress and grooming practices), sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), sexual orientation and hereby declare their acceptance and support of existing laws. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination and application to Union membership.

(a) It is understood the Contractor shall submit to the Union, in writing, any such request for minority applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or Local Law, the Construction Project Number and a copy of the compliance order.

(b) It is mutually agreed by the Employer and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order Numbers 10925, 11114, 11246 and the California Fair Employment Practices Act, to the end that no person shall on the grounds of sex, race, color, age or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of this Agreement and no person shall be subjected to discrimination by reason of physical impairment.

(c) In the event the Union is unable to refer applicants for employment to the Employer in sufficient number, from each of the minority groups represented within the local areas as may be necessary to enable the Employer to fully comply with minority hiring requirements imposed by his construction contract with any Federal, State or Governmental body, commission or agency, or to enable the Employer to fully comply with all laws, Presidential Executive Orders, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Employer, then in any such event, the Employer shall be free to directly recruit from any source, in accordance with the provisions contained in Article II, such number of minority applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance.

(9) Employers who utilize certain small types of equipment normally operated by Operating Engineers for short periods during a shift and of necessity occasionally use the services of a workman of a craft other than Operating Engineers to operate this equipment shall have such workman referred to him by the Union. The

Employer shall notify the Union in writing giving the name, social security number and job classification of the person he intends to utilize on work covered by this Agreement for short periods of time during the shift.

(a) Prior to the employment of such workman, the Employer shall first contact the Union advising them of the type of equipment for which the employee is to be dispatched. If the Employer and the Union have met and it is determined the job warrants the necessity of such workman, he shall then be dispatched to the Employer but shall only operate the piece of equipment for which he was dispatched. In the event the Employer violates the provisions set forth in Paragraphs 8-9-10 and 11 of this Article, then he shall lose the privilege of this Article for a period of six (6) months. Any subsequent violations of these provisions the Employer shall lose the opportunity to take advantage of the aforementioned Paragraphs for eighteen (18) months.

(b) The workman employed pursuant to the provisions of Sub-Paragraph (a) above, by the Contractor in a dual card capacity after June 16, 1983, shall designate the Operating Engineers Trust Fund as the recipient of the contributions made in his behalf. Such designation shall be made by the workman at the time such workman is referred and is required by this Agreement to be or become a member of the Union and shall be made in quadruplicate with one (1) copy for the Employer, one (1) copy for the Operating Engineers Trust Funds Administrator, one (1) copy for the Union and one (1) copy for the Employee.

(10) The Contractor shall advise the Union in writing as to the workman's qualification. Such workman, upon leaving the employ of the Contractor for any reason, may register on the Union's referral lists only in the classification for which he was originally referred to the Contractor. Such workman who leaves the employ of the Contractor shall not gain "A" Status on the Union's referral lists for a period of two and one-half (2½) years following his original referral and may register with the Union only in the classification of work he performs for the Contractor to whom he was originally referred.

(11) The provisions of this Agreement with respect to membership in the Union shall apply to such workman, including initiation fees and the payment of periodic dues in the same manner as is lawfully applied by the Union to all members of the Union.

(12) No such workman shall be employed to the extent that would deprive a full time Operating Engineer or Apprentice Operating Engineer from employment with the Contractor. No such workman shall be allowed to perform any work covered by this Agreement on a job or with a company which does not meet the requirements for Apprenticeship ratio or EEOC rules and requirements.

(13) Each Contractor or Subcontractor who employs five (5) or more Journeymen covered by this Agreement shall have a minimum of one (1) Apprentice,

thereafter he shall employ one (1) additional Apprentice for each fifteen (15) Journeymen covered by this Agreement.

(14) It is agreed that all Apprentices shall be under the direct supervision of a Journeyman at all times and shall not perform any work alone where Journeymen are not present. At no time shall two (2) Apprentices be assigned to operate the same piece of equipment.

(15) The Joint Apprenticeship Committee established by the parties to this Agreement shall have the responsibility for establishing a referral procedure for Apprentices in conformance with the training standards. The Union shall dispatch all Apprentices in accordance with the procedure established by the Joint Apprenticeship Committee without regard to other provisions of this Article II.

(a) The cost of dispatching Apprentices shall be borne entirely by the Joint Apprenticeship Trust.

(16) A Contractor found violating any portion of this Article, as determined by the grievance procedure, shall immediately pay compensatory damages in the amount of one day's pay at the highest Journeyman rate under this Agreement for each day or portion thereof the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund and the Contractor shall immediately order another workman from the Union's out-of-work list. If the Contractor is found in violation of the Subcontractor Clause, such damages shall be paid to the Union.

### **ARTICLE III**

#### **Strikes - Lockouts**

#### **Jurisdictional Disputes**

A. It is agreed by the parties hereto that all grievances or disputes arising between them over the interpretations or applications of the terms of this Agreement shall be settled by the procedure set forth in Article V hereof. During the term of this Agreement, the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown or stoppage of the work of the Contractor. The employees will perform the services for the Contractor under work described herein when required by said Contractor to do so, and during the term of this Agreement, the Contractor shall not call or engage in, sanction or assist in a lockout of the employees on work described herein.

B. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual Employer.

C. If work on a project is declared to be unfair by a Building and Construction Trades Council or the International Union of Operating Engineers, Local Union No. 12, and the work thereon is stopped for that reason, the Union shall not be deemed to have violated

this Agreement if, during the period of said work stoppage, the members of the Union refuse to cross a primary picket line.

D. It is clearly understood by the parties signatory hereto that all classifications contained in this Agreement shall be manned by employees covered by this Agreement and shall be assigned accordingly.

E. The classifications contained in Appendices "A", "B", "C", "D" and "E" shall be recognized as the work of the Operating Engineers and shall be assigned accordingly.

F. No employee covered hereby may be discharged by an individual Employer for refusing to cross a primary picket line sanctioned by the Building and Construction Trades Council, Craft District Council or Joint Council of Teamsters No. 42 or the Local Union in the area or for engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.

G. The Union and the Contractors agree, during the term hereof, there shall be no strikes, lockouts, slowdowns or stoppages of work occasioned by jurisdictional disputes. All employees covered by this Agreement shall perform the work customarily performed by them and will cooperate and work with members of other organizations affiliated with the Building and Construction Trades Department of the AFL-CIO.

H. When making work assignments, the Contractor shall assign the work in accordance with existing inter-craft agreements between the Unions first. In the absence of such inter-craft agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Association with approved inter-craft agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no predominant practice in the locality or inter-craft agreement, the Contractor shall consult the representatives of the contesting trades regarding any arguments or facts the trades may wish to present to their claim to the work.

I. Jurisdictional disputes which cannot be resolved at the local level shall then be referred to the International Unions involved for determination and the work shall proceed as assigned by the Contractor until such determination by the International Unions has been confirmed to the disputing Unions and the Contractors.

J. In the event of the failure of settlement under the Paragraph above, the Contractor and the Unions agree that when the contending Unions, through either General President, submit the dispute to the Plan for the Settlement of Jurisdictional Disputes for the Construction Industry, the Contractors and the Unions agree to be bound by the decisions of said Plan and agree to put such decisions into effect without delay. Until resolution of the dispute by the Plan, the Contractor's assignment of work shall be valid. Each Subcontractor will be stipulated to the Plan through subcontract documents and no Contractor or

Subcontractor party to this Agreement shall submit any jurisdictional dispute to any other jurisdictional dispute resolution process except as provided for in this Article.

K. This Plan shall run for the term of this Agreement and shall continue in effect for each year thereafter unless specifically terminated, effective upon the anniversary date of said Agreement, in accordance with the notice provisions contained in the Agreement. In the event the Plan for the Settlement of Jurisdictional Disputes for the Construction Industry ceases to function, the provisions of Article XX, General Savings Clause, will apply.

L. Nothing contained in this Agreement or any part thereof or in this Article III or any part thereof shall affect or apply to the Union in any action the Union may take against any Contractor who has failed, neglected or refused to comply with or execute the final settlement or decision reached through the procedures for settlement of disputes under the terms of Article V hereof, or the jurisdictional determinations in accordance with this Article III, except grievances concerning secondary provisions of this Agreement, for which the Union may sue to confirm the award.

#### **ARTICLE IV Classifications**

A. When new types of equipment or machines are put into operation for which present classifications, wage rates and crew size are not applicable, the Contractor, the Association and the Union will within three (3) working days agree upon a temporary classification, wage rate and crew size. Such temporary classification, wage rate and crew size shall be immediately referred by the Contractor to the Joint Conference Board, which shall at its next meeting or special called meeting, review and establish the classification, wage rate and crew size. Either party having a dispute under this Article shall have the right to adjudication of same in accordance with the provisions of Article V.

B. The Contractor and the Union agree that wage scales apply to classifications rather than to workmen. The Contractors agree when the number of pieces of equipment on a job or project exceed the number of workmen employed to operate the equipment, the Contractor shall not assign the operation of any of the equipment to any other workmen not covered by this Agreement. An employee shall not be required to transfer from his original piece of equipment to another piece of equipment and back to his original piece of equipment more than once in any one (1) shift. This will not apply when the individual Contractor or Subcontractor has seven (7) or less pieces of equipment on the job. If the Contractor is found to have violated this Paragraph B of Article IV, the Contractor shall pay a penalty contribution to the Operating Engineers Health and Welfare Fund equal to one (1) day's pay. However, an employee who is transferred to another piece of equipment and who is not qualified to operate that equipment shall not be discharged or laid off but shall be returned to the equipment to which he was originally dispatched if such equipment will be further used within a reasonable time on the project. This Paragraph B shall not apply to indentured Apprentices.

C. The number of employees and the number of classifications required to perform any operation covered by this Agreement shall be determined by the Contractor (except for established crew sizes listed in this Agreement), provided that if a Contractor desires to lessen the number of employees or the number of classifications customarily used to perform any such operation and no understanding can be reached, then either party may have the same determined by the procedure provided for in Article V of this Agreement.

D. No rules or practices shall be permitted that limit production or increase the time required to do work. There shall be no limitations or restrictions against the use of any machinery, tools or labor saving devices, provided, however, that such machinery or power tools and equipment shall be furnished by the Contractor and provided further that no employee shall be required to work under any conditions that are injurious to his health and safety in conflict with the present well established customs in the industry.

E. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any employee, shall be reinstated in his former classification and made whole for all hours of work performed in his former classification.

F. In the event new methods of operation, systems, procedures, equipment, technology, or other changes are developed, introduced or utilized by a Contractor or Subcontractor which replace, modify or add to the work covered by this Agreement, this Agreement shall apply to such new methods and only employees covered by this Agreement shall perform such work.

## **ARTICLE V**

### **Procedure for Settlement of Grievances and Disputes**

A. There is hereby established a Labor-Management Adjustment Board consisting of the individuals who actually negotiated this Agreement. The establishment of this Board and the purposes of its existence is for the express purpose of interpreting and enforcing all the terms and provisions contained herein. No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Union within thirty (30) days after the alleged violation occurred.

1. The parties to this Agreement agree to be bound by any and all decisions, assessments or recommendations and will abide by any compromise recommended by the Labor-Management Adjustment Board whose decisions shall be final and binding on either or both parties.

2. In the event the Labor-Management Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties, and the cost of arbitration will be borne totally by the losing party. The

appealing party shall notify the other party of their intent to arbitrate within fifteen (15) working days.

B. The following procedures for settling grievances and disputes shall be followed without deviation to the end that any Contractor or any employee of a Contractor will be duly represented in his grievance.

1. No work stoppages by any employees, or employee, except as noted in Article III and Article V, Section B, Paragraph 9, will be recognized as a grievance unless the job or project is in operation. This Paragraph is intended to mean, all employees are to work at their assigned duties and to follow the grievance procedure without interrupting the progress of the job. Common judgment is to be used in unsafe conditions and no subterfuges are to be employed by either employees or Contractors.

2. The first step toward settling a grievance or dispute will be between the Union Representative and the authorized representative of the Contractor. If a Job Steward is present on the job or project, such Steward may be requested to lend information as necessary.

3. In the event the issue is not settled in a meeting between the Union Representative and the Contractor, the Labor Relations Representative of the Association shall meet with the Contractor and the Union Representative in an attempt to resolve the dispute.

(a) At the conclusion of the aforesaid meeting the Union Representative and the Association Representative shall make a written report of the dispute to their respective principles. Such report shall give all pertinent information and the disposition of their meeting.

4. In the event the issue was not resolved at this meeting, the issue shall immediately be referred to the Labor-Management Adjustment Board for their consideration and decision.

(a) Either party may bring those involved in the dispute to the hearing of the Labor-Management Adjustment Board to assist in presenting their position.

(b) After a full hearing has been held, the Labor-Management Adjustment Board in Executive Session, and after due consideration of the case, shall vote by secret ballot as a Board and not as Association members or Union members.

5. The Joint Chairmen of the Labor-Management Adjustment Board or Arbitrator shall render the decision of the Board, including penalties, reinstatements, discharges, etc., in writing to the parties involved. This decision is final and binding.



6. A quorum to conduct official hearings shall consist of three (3) Association Negotiators with full power to act for the Association, and three (3) Union Negotiators with full power to act for the Union. No more than one (1) Staff Representative from the Association may represent the Contractor Board Members who are absent so long as there are at least two (2) Contractor Board Members present.

7. Minutes of all meetings of the Labor-Management Adjustment Board shall be recorded by one of the Board members selected by the Board and shall be signed by all members of the Board. Minutes shall be condensed and need not be verbatim.

8. There shall be no Attorneys, Court Reporters, or Recording Devices of any type at the Labor-Management Adjustment Board hearings. However, in the event of a deadlock and if the matter is submitted to arbitration, either party to the dispute has the right to utilize the services of an attorney and a stenographic reporter in order to compile a record of the proceedings, provided that a copy of the transcript shall be furnished to the Labor-Management Adjustment Board and the Arbitrator at no expense to the Board. The presence of the reporter or the attorneys shall not be permitted during executive session. It is further understood that any party to the Labor-Management Adjustment Board Proceedings who was not afforded the opportunity to be represented by an Attorney at the first step has the right to appeal the decision of the Labor-Management Adjustment Board to a court of law.

9. Timely resolution of disputes. In recognition of the need to process grievances timely and efficiently and because of the costly delays incurred by the Union when forced to compel arbitration as a result of an individual Contractor's failure to respond to the filing of grievances under this Article, the parties agree that any delays by Contractors in processing or responding to grievances of more than fifteen (15) days shall trigger the Union's ability to withhold services from the individual Contractor or Contractors causing this delay. Upon such trigger, the Union will be allowed to withhold services to resolve the underlying labor dispute. After a fifteen (15) day delay by the Contractor, and prior to the Union withholding services, a notice that the Union intends to withhold services shall be sent by electronic mail/certified mail to the Association and the involved Contractor no less than ten (10) days prior to such engagement. If the involved Contractor is retained as a subcontractor, a notice shall also be provided to the Prime Contractor on any such project.

C. In the event a dispute is referred to arbitration, said dispute shall be reduced to writing by the Board. The Board reserves the right to refer a dispute to the American Arbitration Association or the Federal Mediation and Conciliation Service and agrees to abide by their Rules of Procedure.

D. The Arbitrator shall have no authority to make recommendations or decisions which would add to, alter, vary or modify any of the terms or provisions of this Agreement. All decisions of the Arbitrator shall be based on the language of this Agreement and the intent of the Negotiating Committee. The Arbitrator shall render a decision within sixty (60) days of the final submission of all evidence and arguments by the Employer and the Union.

E. The time limit for all the steps in this Article shall be five (5) working days but may be extended by mutual agreement of the Board.

F. The Labor-Management Adjustment Board shall meet no less than quarterly whether any grievances are to be acted upon or not, to review any problems having arisen in connection with this Agreement.

G. The Labor-Management Adjustment Board shall draw up ground rules at its first meeting for the application of this Article.

## **ARTICLE VI**

### **Business Representative and Job Steward**

A. The Business Representative of the Union shall have access to all of the jobs and shops during working hours without reporting to the Contractor's office and giving prior notification for the purpose of adjusting grievances or disputes and such other duties as he may have to perform, provided his activities do not interfere with the progress of the job.

B. The Job Steward shall be a working employee selected by the Union who shall in addition to his regularly assigned work be permitted to perform during working hours such of his Steward's duties as outlined in Section C of this Article as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor or his representative in writing of the appointment of the Job Stewards, and the Contractor or his representative, prior to laying off or discharging the Job Stewards for cause, will meet with the representative of the Union servicing the particular job or project two (2) full working days prior to such intended layoff or discharge. If at that time it is determined it is a justifiable layoff or discharge, the Contractor or his representative will notify the Union in writing, of these results. It is recognized by the Contractor that the employee selected as the Job Steward shall remain on the job as long as there is work in a classification he is qualified to perform. The Job Steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article.

1. At the completion of a job where the Employer transfers employees to another job location, the Job Stewards shall be given the privilege of such transfer.

During such transfer the Contractor shall not be required to lay-off an employee whose date of employment predates that of the Stewards.

2. All new employees shall report to the Job Stewards if present on the job before going to work.

C. To promote harmony between the Union and the individual Contractor, the Stewards, without interrupting the progress of the job, shall be limited to and shall not exceed the following duties and activities:

1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.

2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.

3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a job referral.

4. Report to the Contractor's designated representative any work belonging to the Operating Engineers being done by non-union men or by workmen of another craft and if any dispute arises, the Steward may call his Union office and be given reasonable time off to do so.

5. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.

6. Make a complete job check, during his working hours, once a month.

7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Employer and the Job Steward prior notice.

8. Report any reckless or unsafe employees covered by this Agreement on the jobsites to the Contractor's designated representative or his Business Representative.

9. In the event the Steward is off work for up to two (2) years due to injury or illness and the Contractor is provided an unconditional release by his or her physician to return to work, the Contractor shall offer the Steward work in a job classification the Steward is qualified to perform, if the project is still in operation.

D. The Job Steward shall not:

1. Stop the Contractor's work for any reason.

2. Tell any workman or employee covered by this Agreement that he cannot work on the job.

3. Infraction of either of these two rules shall be cause for immediate dismissal of the Job Steward without prior notice.

**ARTICLE VII**  
**Existing and Other Agreements**

A. No Contractor, party hereto, shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workmen covered by the terms of this Agreement performing similar work in the area covered by this Agreement, with the exception as set forth in Section C, Article XVIII.

B. The parties to this Agreement recognize and agree that this Agreement was negotiated with the understanding that its intent was to cover Employers (Contractors) that are primarily involved in the construction contracting business. It is also expressly understood that Employers shall not become signatory to this Agreement for the purpose of subterfuge of the terms and conditions of any other Agreement. Any violation or perceived violation is subject to the grievance procedure. When a Contractor member receives an award for a dredging job or project, the Contractors will be bound by all the terms and conditions of the Master Dredging Agreement between the International Union of Operating Engineers, Local Union No. 12 and the Dredging Contractors Association of California.

**ARTICLE VIII**  
**Health and Welfare**

A. A health and welfare fund known as the Operating Engineers Health and Welfare Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated November 23, 1954, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "F" of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. The participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

B. In the event the Trustees determine that they are unable to maintain the then existing level of benefits of the Plan without reducing the reserve funds of the Trust below the minimum required six (6) month premiums, they shall promptly advise the parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said parties their estimate of the rate of contributions which will be sufficient to maintain the then existing level of benefits of the Plan.

1. This Article may be opened on June 1st of each year if necessary, to execute the provisions of this Article when required by Section B, above. The parties to this Agreement agree that if the majority of the participants of this Article at a Semi-Annual Membership Meeting or at a special called General Membership Meeting desire to increase hourly contributions, as contained in this Article, to maintain or increase the level of benefits

by allocating additional cents per hour from their existing hourly wage rate or from future agreed-to wage increases, they will amend this Article in accordance thereof.

2. The intent of Section B-1 of this Article is to maintain the level of benefits agreed to by the Trustees for the period of this Agreement without any increased cost to the Employer.

C. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

D. The Contractor may make contributions on behalf of executives, craft superintendents, assistant superintendents, master mechanics, office engineers, as they are defined in the exclusion clause of Article I, Section B-4, in the amounts and manner to be determined by the Trustees.

## **ARTICLE IX Pension**

A. A pension fund known as the Operating Engineers Pension Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated December 13, 1960, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "F" of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. Participation of the Contractors in said Trust, shall be for the duration of this Agreement and any renewals or extensions thereof, or for the period workmen are employed under the terms of this Agreement.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

C. The Contractor may make contributions on behalf of the executives, superintendents, assistant superintendents, master mechanics, office engineers, as they are defined in the exclusion clause of Article I, Section B-4, in the amounts and manner to be determined by the Trustees.

## **ARTICLE X Defined Contribution Plan (Annuity)**

A. A defined contribution fund known as the Operating Engineers Defined Contribution Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated June 14, 2018, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust

and, further, to make payments to the Fund in the amount designated in Appendix "F" of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. Participation of the Contractors in said Trust shall be for the duration of this Agreement and any renewals or extension thereof or for the period workmen are employed under the terms of this Agreement.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

C. The Contractor may make contributions on behalf of executives, craft superintendents, assistant superintendents, master mechanics and office engineers as they are defined in the Exclusion Clause of Article I, Section B-4, in the amounts and manner to be determined by the Trustees.

## **ARTICLE XI Vacation-Holiday Fund**

A. A vacation-holiday fund known as the Operating Engineers Vacation-Holiday Fund has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated July 10, 1963. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make payments to the Fund in the amount designated in Appendix "F" of this Agreement for all straight-time or overtime hours worked or paid each employee under this Agreement. The participation of the Contractors in said Trust shall be for the duration of this Agreement or any renewals or extensions thereof and for the term of this Agreement.

B. The Trustees are directed to amend the Trust Agreements to provide that funds may be used to protect all participants at all times and to direct the payment of the administrative cost.

C. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

## **ARTICLE XII Joint Apprenticeship and Journeyman Retraining Fund**

A. A joint apprenticeship and journeyman retraining fund known as the Southern California Operating Engineers Apprenticeship and Journeyman Retraining Trust has been established by the Contractors and the Union by an Agreement and Declaration of Trust dated August 1, 1964, and subsequently amended by the parties to this Agreement. The Contractors agree to abide by said Agreement and Declaration of Trust and, further, to make contributions in the amount designated in Appendix "F" of this Agreement for each hour worked or paid each employee under this Agreement and may be increased in an amount

not to exceed five cents (05¢) per hour at the recommendation of the Trustees of the Joint Apprenticeship and Journeyman Retraining Trust.

B. The contribution shall pay for the administration of the Joint Apprenticeship and Journeyman Retraining system and for the administration of the Fund and shall also pay for the retraining of members in an effort to increase their skills in operating and repairing equipment. The number of Journeyman trainees shall not be increased during periods of economic action under this Agreement.

C. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreement necessary to accomplish the above.

### **ARTICLE XIII Supplemental Dues**

A. Subject to the following conditions, the Contractor agrees that each employee may give written authorization to the Board of Trustees of the Operating Engineers Vacation-Holiday Savings Trust to pay to the Union from funds allocated as supplemental dues held by the Trustees on his behalf the sum designated in Appendix "F" for each hour of his employment (hours worked or paid) in each payroll period commencing June 16, 1983, as special supplemental dues owed by the employee to the Union.

B. The Union shall bear the entire responsibility for obtaining the written authorization from the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses and fees of the Board of Trustees incidental to the accounting, administration, and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. The Contractors and the Union agree to amend the Agreement and Declaration of Trust of the Operating Engineers Vacation-Holiday Savings Trust for the purpose of authorizing, allocating and distributing the foregoing sums. This provision shall in no way affect the obligation of the Contractor to pay the full amount of vacation contributions specified in this Agreement.

C. All written authorizations referred to above shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of the period of this Agreement, whichever is sooner, terminating the authorization.

### **ARTICLE XIV Engineers Contract Compliance Committee (ECCC)**

A. Effective July 1, 1992, the Contractor shall pay in accordance with Appendix "F" for all hours worked or paid to the Engineers Contract Compliance Committee (ECCC).

The ECCC shall be established by the Union in accordance with Section 6 (b) of the Labor Management Cooperation Act of 1978 and shall be composed of one (1) Contractor Representative from each of the Contractor Associations (4), and four (4) Representatives from Local 12. The purpose of the ECCC shall be to improve job security and organizational effectiveness and involve workers in decisions affecting their jobs.

B. The Contractor shall be bound by the Declaration of Trust of the ECCC, and all amendments. Therefore, the parties agree to establish a Joint Labor-Management Cooperative Committee (Committee) for promoting job security of employees working under the Agreement, and for enhancing economic development of the Contractors. Among the methods the Committee shall use to attain these objectives shall be enforcement of the obligation of non-signatory contractors and employers to abide by Federal and state prevailing wage laws, or other government agency laws.

C. The parties shall either establish a new trust fund or participate in an existing trust fund which has these objectives. There shall be equal representation of labor and management representatives on the trust fund, which shall have an executive committee of one (1) labor and one (1) management representative, along with an administrative staff to conduct the Committee's day-to-day affairs.

## **ARTICLE XV**

### **Construction Advancement Fund**

A. For the purposes of protecting and promoting the interests and welfare of the construction industry, its individual Employers and employees, the parties hereto have established a Construction Advancement Fund. Beginning July 1, 2007, Employers shall pay into the Construction Advancement Fund the sum listed in Appendix "F" for all hours worked by employees pursuant to the terms of this Agreement. Upon thirty (30) days' written notice from the Association, such contributions shall either: (1) be redirected to an industry advancement fund to be designated by the Association, or (2) be discontinued.

B. At any time during the term of this Agreement, the Contractors may, within thirty (30) days' written notice to the Union, increase the contribution to the Construction Advancement Fund to a maximum of fourteen cents (14¢) per hour for each hour paid.

C. A copy of all minutes of the Construction Advancement Fund including the financial statements to be sent to Local Union No. 12 main office and directed to the Business Manager.

D. At any time during the term of this Agreement the A.G.C. San Diego may at its option, with thirty (30) days written notice to the Union, elect to have the fourteen cents (14¢) per hour for each hour paid by A.G.C. San Diego signatory association members remitted to the A.G.C. San Diego Construction Advancement Fund. Any other person, firm, or corporation signatory to any short form contract or other agreement may also elect to remit



the fourteen cents (14¢) per hour paid, to the A.G.C. San Diego Construction Advancement Fund.

**ARTICLE XVI**  
**Southern California Partnership for Jobs Fund**

A. An industry-wide advancement fund known as the Southern California Partnership for Jobs was established by the Contractors and the Union through an Agreement and Declaration of Trust entered into as of the 1<sup>st</sup> day of July, 2014. The intent of this Fund is to expand the public's awareness of transportation, infrastructure and related issues and to further the advancement of the public works construction industry, and for all other lawful purposes delineated in the Declaration of Trust. The Contractors signatory or otherwise bound by this Agreement shall abide by said Agreement and Declaration of Trust and, further, shall make contributions in the amount designated in Appendix "F" of this Agreement for each hour paid and/or worked by employees under this Agreement covered by the Southern California Partnership for Jobs.

B. The Trustees of the respective Trust Funds shall be instructed to comply with these provisions and the parties agree to make any amendments in the respective Trust Agreements necessary to accomplish the above.

**ARTICLE XVII**  
**Trust Funds and Delinquencies**

**A. Trust Funds:**

Trust Funds named in this Agreement have been established and subsequently amended by the Contractors and the Union. The Contractors agree to abide by said Agreements and Declarations of Trust as they now exist, or as they may be amended and, further, to make payment to each Trust Fund in the amount designated in Appendix "F" of this Agreement on all hours of employment (hours worked or paid) of each employee who performs any work described in this Agreement.

**B. Delinquencies:**

1. In the event a Contractor is determined to be delinquent in performing any obligation to a Trust Fund by the Board of Trustees or authorized committee of trustees of that Trust Fund, the Trustees shall provide a written notice of delinquencies to the Contractor. If the Contractor fails to finally resolve the delinquency dispute to the full satisfaction of the Trust Fund within ten (10) days after the date of transmittal of the written notice, the Union party to that Trust Fund may, and shall when ordered by the Trustees, take economic action including, but not limited to, the right to withhold employees, refusal to dispatch workmen and strike action against such Contractor until satisfactory resolution of the delinquency dispute between the Trustees and the Contractor.

2. The respective Trustees of the Trust Funds shall furnish a list of delinquent Contractors each week to the Contractor Association and the Unions without charge. The respective Trustees of the Trust Funds shall be requested to make available to all contributing Employers, upon subscription, at a charge to be determined by the Trustees as their actual cost, a list of delinquent Contractors each week. Because the furnishing of services by a Subcontractor who has not made the appropriate fringe benefit payments, serves to undermine the standards of this Agreement and to deprive employees who would otherwise be having fringe benefit contributions paid on their behalf of the opportunity for employment, the Contractor agrees that it shall not subcontract any portion of his job to any such listed delinquent Contractor. The Contractor agrees he will not subcontract any portion of his job, including work covered by this Agreement, to any Employer whose name appears on the delinquent list of the Trust Funds until such Employer has paid all delinquent monies to the Trust Funds. In the event the Contractor subcontracts to any such delinquent Employer in violation of the foregoing, the Contractor shall remove such Subcontractor from the job immediately unless such delinquent Subcontractor immediately makes full payment of all amounts owed to the Trusts.

The terms "Employer" and "Subcontractor" shall include all present and prior entities of the delinquent Employer or Subcontractor regardless of any change of name, or change of entity, provided that the owner or shareholders of the delinquent Employer or Subcontractor holds at least ten percent (10%) ownership in the new entity.

This Section 2 shall be enforceable only through a lawsuit.

3. In the event the Contractor subcontracts work covered by this Agreement to an Employer named in the delinquent list most recently published by the Trust Funds before the date of subcontracting, the Contractor shall be liable to the Trustees of the Trust Funds for all accrued delinquencies of the delinquent Subcontractor, provided however, that the amount of the Contractor's liability shall not exceed Ten Thousand Dollars (\$10,000.00) or ten percent (10%) of the gross subcontract price, whichever is greater. Further, the Contractor shall withhold sufficient funds from monies due or to become due such Subcontractor and shall pay the sums over to the Trust Funds. Should the Contractor subcontract to a Subcontractor who becomes delinquent and is named on the delinquent list after executing a subcontract document, the Contractor will be liable for only those delinquencies that occur on his labor project, even though the Subcontractor commences work on the project after his name appears on the delinquent list.

If a Subcontractor becomes delinquent after commencing work for the Contractor, the Contractor shall be liable for all delinquencies incurred on the Contractor's jobs or projects. The Contractor shall remove the Subcontractor who fails to correct his delinquency within five (5) working days after notification of such delinquency. If the Contractor fails to remove such Subcontractor in accordance with this Paragraph, the Contractor shall become liable for all past accrued delinquencies of such Subcontractor.

This Section 3 shall be enforceable only through a lawsuit.

4. The Employer shall make contributions to the appropriate Trust Funds for all employees covered by this Agreement for all hours of employment (worked or paid) of such employees. The Union represents all employees who perform any work in the Union's jurisdiction and such employees shall be covered by this Agreement.

5. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine Contractor's Federal W-2 Forms and 1099 Forms and his Quarterly State Tax Returns. In addition, Cash Disbursement Records, individual time cards, individual payroll records, State of California DE-3 Returns, and Employer reports to other trust funds, may be audited by the Trustees to verify total amounts due the Trust Funds. Upon demand of the Trustees, any Contractor shall immediately submit relevant payroll information for audit by the Trustees or their designated auditors. If litigation is required to compel such audits, then in addition to any sums found due, the Contractor shall pay all attorney fees, audit costs, interest and other costs incurred in connection therewith. In the event a Contractor or Subcontractor refuses to submit to such audit, the Union shall have the right to take economic action against any or all jobs of such Subcontractor of Contractor.

6. The Contractor has a duty to report to the Trust Funds as required by this Agreement. The Contractor shall maintain for a period of not less than five (5) years of payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement. The Contractor shall furnish such records for audit by the Trust Fund Representative upon written request. The Contractor and the Union agree that such audits are expensive and time-consuming for the Trust Funds and the Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligation, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for and frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly. For these reasons, if an audit by the Trust Funds discovers that the Contractor has failed to report and pay properly as required by this Agreement, the Trust Funds' right to sue for the Contractor's failure to pay shall begin to run from the date of the audit in which the delinquent amounts are discovered.

7. Each individual Contractor found to be delinquent, in accordance with the Trustees' determination, shall be liable to pay all legal fees, court costs, and auditing costs in connection with such delinquency. Liquidated damages in the amount of Twenty-Five Dollars (\$25.00) or ten percent (10%) of the delinquent amount, whichever is the greater, shall be due to each Trust Fund from the delinquent Contractor.

8. If an employee of the Contractor performs any work covered by this Agreement and is paid by any method other than (or in addition to) hourly wages, including, but not limited to, draws, bonuses, dividends, or equipment rental payments, the Contractor is obligated to pay contributions to each of the Operating Engineers Trusts on behalf of the employee at the specified hourly rates, based on a minimum of forty (40) hours per week of employment. This obligation shall commence on the date the employee first performs any

work covered by this Agreement and shall continue for each week until the employee is terminated from all employment with the Contractor. The obligation shall not be diminished by evidence that the employee worked or was paid for fewer than forty (40) hours in any week.

The obligation under this Section 8 shall not apply with respect to a maximum of two (2) employees, each of whom owns at least ten percent (10%) of the issued and outstanding capital stock of the Contractor, provided that the Contractor has executed and has fully complied with the terms of a Principal Shareholder Program Participation Agreement with the Operating Engineers Trusts covering such employee(s) for the term of employment involved.

9. Any dispute between the parties concerning the performance of obligations to the Trust Funds are not subject to Articles III and V of this Agreement. The Trustees of the Trust Funds are not regarded as parties to this Agreement and are not obligated by this Agreement to arbitrate any of their rights under this Agreement.

10. Legitimate Bonus. The legitimate bonus as determined by the Trust, paid to employees covered by this Agreement, shall not be subject to the obligations to pay fringe benefit contributions arising under Articles VIII, IX, X, XI, XII, XIII and XIV of this Agreement. This provision shall not affect the obligation of the Employer to pay such contributions on all hours of employment worked or paid, listed above except for the legitimate bonus as determined by the Trust.

## **ARTICLE XVIII**

### **Qualifications**

A. On all employees who were or are promoted to a position of supervisory capacity above the rank of Craft Foreman who have previously had contributions made on their behalf, the Contractor may continue to make contributions on their behalf in accordance with Articles VIII, IX, X, XI, XII, XIII and XIV of this Agreement.

B. Each of the parties hereto warrants and agrees that it is under no disability of any kind whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws or otherwise that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and, further, that it will not by the adoption or amendment of any provision of its Articles of Incorporation, Constitution, or By-Laws or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this Paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent and the Union on whose behalf the said parties are signing the said Agreement.

C. It is understood by the Contractors and the Union that there may be other agreements pertaining to the rental and use of construction equipment, and that the Contractors signatory to this Agreement may also be signatory to agreements between other organizations and the Union.

1. Nothing contained in any other agreement will change the conditions as set forth in this Agreement pertaining to the use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor or Subcontractor.

2. Nothing contained in this Agreement shall relieve any Contractor or Subcontractor from his contractual obligations under such other agreements as referred to in Section C, except as specifically set forth in this Sub-paragraph 1, above.

D. Except in those cases where an individual member of the Contractor Association on his own accord has entered into another agreement with the Union, this Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto. No agent or representative of either party has authority to make and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement or agreement not set forth herein. Any provision in the working rules of the Union with reference to the relations between the Contractors and their employees in conflict with the terms of this Agreement shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to work covered herein.

## **ARTICLE XIX Working Rules**

### **A. Single Shift:**

1. Eight (8) consecutive hours exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work. Forty (40) hours, Monday, 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's work.

2. The starting time of single shifts shall be at 6:00 A.M., 6:30 A.M., 7:00 A.M., 7:30 A.M. or 8:00 A.M., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting time shall not be staggered. Written notice shall be given to the Union in cases of deviation from the original starting time. In the event the Union is not notified in writing, employees shall be paid overtime for all time outside of the regular constituted shift.

3. All time worked before 6:00 A.M. and after 5:00 P.M. or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed or hours paid on Saturdays, Sundays and holidays, shall be paid at the appropriate overtime rate.

4. The Contractor, at his option, may start earlier than 6:00 A.M. when twenty-four (24) hours prior notification to the Union is provided in advance of starting of such shift and confirmed in writing. In order to qualify for this provision, such shift and employee(s) involved shall operate for three (3) days or more. Such shift shall work eight (8) hours at the straight-time rate of pay.

**B. Multiple Shifts:**

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive days, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided however, that workmen working on multiple shifts must work three (3) consecutive days and shall not be interchangeable with those working on a single-shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph C, Special Shifts.

2. Where the Contractor performs field lubrication and/or repair on equipment outside of the regular single-shift operation, employees performing such work shall be considered as working on the multiple-shift basis. The basic per hour wage rate for this eight (8) hour shift is designated in Appendix A-3.

3. When two (2) or three (3) shifts are worked, the basic per hour wage rate for these eight (8) hour shifts are designated in Appendix "A" through "C". However, when the day shift starts between the hours of 7:00 A.M. and 8:00 A.M., that eight (8) hour shift shall be paid in accordance with Appendix A-1, B-1, C-1, or E-1, and the second shift shall be paid in accordance with Appendix A-3, B-3, C-3 or E-3. The third shift shall work six and one-half (6½) consecutive hours, exclusive of meal period, for which eight (8) hours straight-time shall be paid Monday through Friday as designated in Appendix A-1, B-1, C-1, or E-1. All time worked or paid for six and one-half (6½) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate overtime rate.

4. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours, shall be paid for at the overtime rate, except as provided in Paragraph 5 of this Section B.

5. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending on Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.

6. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above-mentioned shift arrangements or due to desert heat conditions or traffic conditions.

**C. Special Shifts:**

1. It is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting times for any of the above-mentioned shift arrangements, including jacking operations.

2. A special starting time of an eight (8) hour shift beginning not later than 3:00 P.M. may be established by the Contractor for the field lubrications or repair of equipment. The Union will be notified in writing of the establishment of such shift for each job. This eight (8) hour shift shall be paid in accordance with Appendix A-1.

3. A Contractor performing underground utility pipeline work only, may start the operator and oiler on backhoes and trenching machines one (1) hour before the commencement of the regular constituted starting time of a job or project for an eight (8) hour shift.

4. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by a City, County or State and other contracting entities, an employee shall work eight (8) consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours pay at the straight-time rate of pay, Monday through Friday shifts. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. Employees working this special shift shall receive the basic per hour rate as designated in Appendix A-2, B-2, C-2 or E-2.

5. Absent of the above job requirement conditions and with a twenty-four hour advance notice to the Union in writing, when it is necessary to begin a shift on Sundays at 8:00 p.m. or later on freeway and highway work only, in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply; otherwise, all time worked or hours paid for Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of a shift starting on Sundays at 8:00 p.m. or later, no employee will lose a shift's work except for inclement weather or a holiday falling within the work week. In the event an employee does lose a shift's work, the appropriate overtime rate shall apply for all time worked or paid on shifts starting on Sunday's and hours worked in excess of eight (8) hours. Employees working this special shift shall be interchangeable with another shift and shall receive the basic per hour rate as designated in Appendix A-4, B-4, C-4 or E-4.

a. For work other than freeway or highway work, it is agreed that the Contractor and the Union may mutually agree, in writing, upon different starting or quitting

times for the above-mentioned shift arrangements if or when additional bona fide job requirements exist.

6. Special 4 x 10 Shift: A special 4 x 10 shift may be utilized by the Contractor consisting of four (4) ten (10) hour workdays. The special 4 x 10 shift may be established either Monday through Thursday or Tuesday through Friday.

Straight time shall be paid for the first ten (10) hours of this special 4 x 10 shift Monday through Thursday or Tuesday through Friday. All time worked after ten (10) hours shall be paid for at one and one-half (1½) times the regular rate. Any time worked after the 12th hour shall be paid at two (2) times the regular rate Monday through Thursday. All time worked on Friday and Saturday shall be paid at the rate of one and one-half (1½) for the first twelve (12) hours. Any time worked after the 12th hour and all time worked on Sunday shall be at two (2) times the regular rate of pay.

In the event Monday or Friday is a holiday, the established shift may be switched to insure a four (4) day work week for that work week only. Except in cases of a holiday, the Contractor shall not switch a Monday-Thursday shift to Tuesday-Friday, or vice versa.

The Union shall be notified in writing prior to the commencement of this special 4 x 10 shift and shall also be notified at the conclusion of this special 4 x 10 shift.

An eight (8) hour shift cannot be worked in conjunction with the special 4 x 10 shift.

Failure to notify the Union of the commencement of this special 4 x 10 shift, the Contractor shall pay all employees in accordance with the overtime provision for a regular eight (8) hour shift.

An employee assigned to a 4 x 10 shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work shall receive pay for two (2) hours. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and holidays or the employee's scheduled day(s) off.

If work is provided, they shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours pay. Such pay shall be at the appropriate overtime rate for Saturdays, Sundays and holidays or the employee's scheduled day(s) off.

7. Employees required to suit up and work in a hazardous material environment, shall receive Two Dollars (\$2.00) per hour in addition to their regular rate of pay; and that rate shall become the basic hourly rate of pay. Employees performing this



work, shall not be required to work alone. All OSHA and CAL OSHA Safety Standards shall apply. This premium shall apply only to Level "A" and Level "B" regulated work.

**D. Holidays:**

The following days shall be recognized as holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, Day after Thanksgiving, Christmas Day, and the first (1st) Saturday following the first (1st) Friday in the months of June and December each year. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. All holidays are to be paid at the double (2) time rate of pay. All time worked or paid shall be subject to contributions to all trust funds contained in this Agreement.

**E. Reporting Time and Minimum Pay:**

1. Any employee reporting for work and for whom no work is provided shall receive two (2) hours pay for so reporting.

2. The employee will furnish the Employer with his current address and phone number. Any employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless (1) he has been notified before the end of his last preceding shift not to report, or (2) the Employer has notified the employee prior to leaving home not to report. Any employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay, and if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours are worked in any one (1) day, shall receive not less than eight (8) hours pay.

a. All hours worked or paid shall be computed in one-half ( $\frac{1}{2}$ ) hour increments.

3. The two (2), four (4), six (6) and eight (8) hour provisions of this Section shall also apply to Saturday, Sunday and holiday work.

4. Workmen referred under Article II to the Employer's job who are not able to perform the job to which they are referred because of their own lack of qualifications, or for some other reason which is the workman's own responsibility, shall not be paid show-up time or subsistence. Workmen who misrepresent their qualifications when accepting a job referral to an Employer shall be paid only for actual time worked. Whenever a workman reports for work on his first shift, he shall immediately advise the Employer if he is assigned to operate a piece of equipment not familiar to him. New employees on their first (1st) day of hire shall be paid for their actual time worked.

5. When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

(a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite, shall receive two (2) hours pay and subsistence at the applicable rate.

(b) In order to qualify for this two (2) hours pay (and subsistence if applicable), the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay, unless released sooner by the Employer or his representative. Time spent in a holding area, as directed by the Contractor, shall be considered as time worked and paid accordingly.

#### **F. Job Security:**

1. Workmen and/or employees shall not sign any documents other than the W-4 Form required by the Internal Revenue Service and the I-9 Form required by the U. S. Citizenship and Immigration Services, authorization for release of Driver Record information for employees who drive company vehicles only, meal periods and rest breaks acknowledgement on time cards, safety training and tailgate meeting acknowledgement documents, and documents required by Fair Employment and Housing Council and Equal Employment Opportunity Commission. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement.

2. In the interest of safety and the welfare of his fellow workmen, the Contractor may request a new employee to advise him verbally of any recent health or physical defect which in his opinion, would result in additional harm to himself or to other workmen on the job. The Contractor will attempt to place the new employee in a position which would not aggravate his condition, if possible. Workmen who have previously filed a job injury disability claim should advise the Contractor of the previous claim filed but shall not be denied employment from the Contractor to whom he was dispatched by the Union. This Paragraph is not intended, nor will it be used to deprive an employee of obtaining his legal rights under the State Compensation Laws. The employee shall not be required by the Contractor to give any written or signed statement as a condition of his employment.

3. The Contractor agrees not to interfere with any employees who must utilize the sanitary facilities during the shift, provided for elsewhere in the Agreement.

4. Any piece of unsafe equipment shall not be operated until the unsafe condition has been eliminated by repair so that it can be operated in a safe manner.

5. On jobs where hoists, forklifts or elevators are used, such employees shall not be replaced by any other operator on the job or project, except regular employees, but shall continue to work so long as the piece of equipment for which he was dispatched remains in operation.

6. No employee shall be discharged or discriminated against and any separation of employment for any reason may be subject to the Grievance Procedure.

**G. Meal Periods:**

It is mandatory that all employees shall be given a full uninterrupted one-half ( $\frac{1}{2}$ ) hour meal period. The meal period may be staggered between the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) consecutive hours. When employees work over five (5) hours without being provided a one-half ( $\frac{1}{2}$ ) hour meal period, they shall receive one-half ( $\frac{1}{2}$ ) hours pay at the double (2) time rate. In addition to the minimum pay requirements, Article XIX, Section E, when they are required to work overtime after 6:30 P.M., they shall be allowed a one-half ( $\frac{1}{2}$ ) hour meal period for every five (5) hours they are required to remain on the job. Meal periods may be staggered to meet job requirements.

When employees working under this Agreement are required to work through the meal periods on Saturdays, Sundays and/or holidays, the employee shall receive an additional one-half ( $\frac{1}{2}$ ) hour pay at the applicable wage rate for each meal period that is missed as defined in Section E, Paragraph 3 of this Article. This provision is inclusive of the penalty provision of applicable law.

**H. Payment of Wages:**

1. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular shift. Should the Employer offer the option of automatic deposit of wages and the employee chooses such option, it will be an acceptable means of paying wages provided that the transfer of the funds will be made prior to the ending of their regular shift. The Employer shall request no more information from the employee to activate an automatic deposit than that required by the financial institution for such activation. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate until such time as he does receive his pay. At such time as an employee is paid, he shall be furnished a personal record showing straight-time and overtime hours paid and all deductions itemized for the current pay period. The Contractor shall furnish a termination slip upon request by the employee with a copy to be sent, upon request, to the Union District Dispatch Office stating the reason for such termination. Such record shall show the employee's name, and the Employer's name and address.

2. When workmen are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time in accordance with state law.

3. An employee who quits shall be mailed his pay in full by Certified Mail to his last known address within seventy-two (72) hours or be paid prior to leaving the job or

project. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. If a Contractor pays an employee by check, draft or voucher which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.

5. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

6. The Employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for workmen's compensation benefits.

7. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

#### **I. Sanitation, Safety and Rest Periods:**

1. All approved Safety Orders of California OSHA shall be observed by the Contractor and the employees.

a. The parties to this Agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction, Mining, Drilling, and Logging Industries". Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Article V, Procedure for Settlement of Grievances and Disputes of this Agreement.

Pursuant to California Labor Code Section 2699.6, the parties hereby expressly and unambiguously waive the provisions of the California Private Attorneys General Act (PAGA), Labor Code Section 2698, *et seq.*, and agree that none of the provisions of that statute apply to any of the employees covered by the Collective Bargaining Agreement between the undersigned parties (the "Agreement"). The parties further agree that this Agreement prohibits any and all violations of the California Labor Code sections identified in Labor Code §§ 2699.5 and 2699(f) as well as any others that would be redressable to PAGA, and that such claims shall be resolved exclusively through the Grievance-Arbitration Procedure contained in this Agreement and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

This Agreement shall apply to any representative PAGA claims and class claims that arise during the term of the parties current Collective Bargaining Agreement, regardless of when they were filed with any court or administrative agency. An arbitrator presiding over an arbitration conducted pursuant to the Grievance-Arbitration Procedure shall have the authority to make an award of any and all remedies otherwise available under the California Labor Code, except for an award of penalties that would be payable to the Labor and Workforce Development Agency.

b. A heat illness preventative cool-down recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements. Any dispute or grievance arising from this heat illness preventative recovery requirement shall be processed under and in accordance with Article V, Procedure for Settlement of Grievances and Disputes of this Agreement.

c. In accord with California Labor Code, Section 245.5 (a) (2) (B), this Agreement expressly waives the requirements of California Labor Code, Sections 245 through 249, for employees covered by this Agreement.

The parties further agree that to the full extent permitted, this Agreement shall operate to waive any provisions of any City, County or other local paid sick leave ordinance.

2. The Contractor shall be required to furnish standard safety gear and suitable shelter to protect employees from falling materials and provide umbrellas on equipment being operated under desert heat conditions and foul weather gear if required.

3. Heaters will be provided on all earth moving equipment when the outside temperature is below 40 degrees F° during the shift.

4. Air-conditioned cabs refer to Appendix "G".

5. Suitable sanitary drinking water and adequate toilet facilities shall be furnished by the Contractor in accordance with the California State Law.

6. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work and the commencement of another straight-time shift.

a. If employees do not receive the required six (6) hours rest period, they shall be paid at the applicable overtime rate for each hour until they have received six (6) hours rest off the job or project.

## **J. Crews:**

1. Crew size shall be determined by the individual Contractor, except as outlined in Appendix "A" through "E" and below:

a. Derrick Barge Crews on Derrick Barges shall consist of the following: Derrick Barge Operator (up to and including 50 ton M.R.C./Engineer-Operator, Engineer-Oiler required); Derrick Barge Operator (over 50 tons, up to and including 200 ton M.R.C./Engineer-Operator, Engineer-Oiler, Deck Engineer required); Derrick Barge Operator (over 200 ton M.R.C./Engineer-Foreman, Engineer-Operator, Engineer-Oiler and Deck Engineer required).

b. It is agreed that an Engineer-Operator and Engineer-Oiler or Fireman shall constitute a crew and shall be so present on the following equipment at all times: Power shovels, excavators, draglines, clamshells, backhoes (excluding Ford Ferguson, Sherman and similar types), all cranes, Whirleys or other types (excluding tower cranes), mucking machines over one-quarter ( $\frac{1}{4}$ ) cu. yd. capacity, trenching machines (except Ford Ferguson, jeeps and similar types), pile drivers, derrick barges, drill rigs (rotary churn or cable tool), and paving mixers. The Engineer-Oiler or Fireman shall be under the direct supervision of the Engineer-Operator. An Engineer-Operator or Journeyman trainee may be utilized instead of Oiler or Fireman.

c. An Oiler shall not be required on backhoes or excavators with the following attachments: Hy ram or breaker, shear, vibratory or sheepfoot roller attachments, and grapple or magnet when used on demolition projects. It is also understood that an Oiler will not be required when the backhoe or excavator is being used to load trucks and is not cutting to grade; however, if someone other than an Operating Engineer is used to check grade, spot trucks, signal the Operator, oil, grease, or assist the Operator in any manner, then an Oiler shall immediately be requested from the hiring hall and shall remain in that classification for the duration of the job or until such time as the backhoe or excavator is no longer in operation on the job. It is further understood that a Grade Checker may be used instead of an Oiler but that Grade Checker shall be identified with the backhoe or excavator at all times. When two (2) backhoes or excavators are being used to excavate a ditch to receive pipe and the machines are in close proximity to each other, then one (1) Oiler may be employed for both machines.

d. A Stiff Leg or Guy Derrick shall be operated by two (2) Operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

e. When three (3) Guy Derricks or Stiff Legs are utilized on a job or project, four (4) Operating Engineers shall be employed.

f. When four (4) Guy Derricks or Stiff Legs are utilized on a job or project, six (6) Operating Engineers shall be employed.

g. A Pedestal Crane or Pedestal Concrete Pump shall be operated by two (2) Operators. When two (2) such units are utilized on a job or project, a third (3rd) Operator shall be employed to assist or relieve the other two (2) Operators.

h. When three (3) Pedestal Cranes or Pedestal Concrete Pumps are utilized on a job or project, four (4) Operating Engineers shall be employed.

i. When four (4) Pedestal Cranes or Pedestal Concrete Pumps are utilized on a job or project, six (6) Operating Engineers shall be employed.

j. Crawler Transporters (Neil F. Lampson or similar type) shall have a minimum crew of two (2) Operators.

k. Creter Crane - One (1) Crane Operator (Group VI) and one (1) Oiler (Group I).

l. Polar Crane - Each Polar Crane on a job or project shall have no less than one (1) Operator (Group IX) and one (1) Signaller - manual signals or radio equipped (Group I).

m. Material Hoist/Manlift Operator - The recognized crews for the installation, erection and dismantling of Material Hoist/Manlift will be a minimum of one (1) Operator.

n. Tower Crane and Tower Gantry - The recognized crews for all Tower and Gantry Cranes is one (1) Operator. In addition, during erection and dismantling a Heavy Duty Repairman is required.

When two (2) Tower Crane or Tower Gantry Cranes are on one (1) job or project, the proper manning will be two (2) Operators. When three (3) Tower Cranes or Tower Gantry Cranes are operating the manning provisions shall be three (3) Operators and one (1) additional Apprentice or one (1) Tower Crane Operator with the preference being an Apprentice. When four (4) Tower Cranes or Tower Gantry Cranes are operating the manning provisions shall be four (4) Operators and one (1) additional Apprentice or Tower Crane Operator. The additional Operator may be utilized to operate other equipment that may be in use on the job or project from either the Contractor or Subcontractor that is used intermittently. When the number of Tower Cranes exceed four (4), then the parties shall meet and decide the crew size.

2. An Engineer-Oiler shall not be required on wheel-type rough Terrain Cranes (center mount) up to and including 80 ton M.R.C. used for hook work only.

3. Cranes in excess of 80 ton M.R.C. shall be rated at the highest capacity and shall not be de-rated by the factory for purposes of utilizing only one (1) Operating Engineer. The above equipment shall not exceed two (2) axles.

4. An Engineer-Oiler shall be required on all Snobble Unit (pin-n-go or similar types). An Oiler shall not be required during transit.

5. Wheel-type truck cranes which are factory manufactured to be driven and operated by the same set of controls from the same seat, of 40 ton or less M.R.C., shall be operated by an Operating Engineer. Cranes in excess of 40 ton M.R.C. shall be rated at the highest capacity and shall not be de-rated by the factory for the purposes of utilizing only one (1) Operating Engineer. The above equipment shall not exceed three (3) axles.

6. When rubber-tired boom-type excavating equipment with a three-quarter ( $\frac{3}{4}$ ) yard bucket or less and rated at less than 15 ton M.R.C. is used, an Engineer-Oiler shall not be required.

7. When the above-named crew requires assistance, another employee or employees covered by this Agreement shall be used.

8. All truck mounted auger type drilling machines require an Oiler.

9. The following track mounted drilling machines do not require an Oiler:

a. Drilling machines, track and truck mounted Watson 1000 through 3000, or similar type, and all Directional Boring Machines and Locators or any other attachments that is used for the assistance to the Operator.

b. Guided Boring Machine/Pilot Tube Machine

c. Drilling machines, track mounted Texoma 330 through 900, or similar type.

d. Calweld Bucket type, 100 and 200B, or similar type.

When any assistance is needed on these drilling machines, it shall be by employees covered by this Agreement.

10. At the option of the Contractor, any cranes, shovels, draglines, backhoe and clamshells which require an Operator and Oiler, may be manned by two (2) Operators.

11. Asphalt Plants - Jobsite crews on jobsite asphalt plants shall consist of a Plant Engineer, Fireman and an Apprentice. On automated asphalt plants, the crews shall consist of a Plant Engineer and an Apprentice. The crews as required by this Section J shall be identified with the plant at all times. On small portable plants, a Plant Engineer and Fireman will be required.

a. On asphalt, CTB and concrete Batch Plants, where commercial power is not available, the operating crew of such plants shall service and maintain units used for generating power for such plant. The same shall apply to rock crushing plants.



12. Concrete Batch Plants - Crews on jobsite concrete Batch Plants (dry), shall consist of a Batch Plant Operator. On multiple batch plants, the crew shall consist of a Batch Plant Operator and an Oiler.

a. Crews on a central mix concrete plant that produces wet concrete shall consist of a Plant Engineer and Oiler or Apprentice, for a minimum crew of two (2) Operating Engineers.

b. Volumetric Mixer Operator – Crews shall include Source (Central Batch Plant), Loader Operator (Group VIII), Heavy Duty Repairman (Group VIII) and Auger/Aggregate/Water Mixer Operator (Group VI) when running one or two volumetric mixers, only one (1) Operator is required per mixer.

c. Crews on all crushing plants will be an Operator and Oiler or an Apprentice.

13. Cold Foamed Asphalt Recycler (2 Operators/1 Oiler required).

Manning provision for each Cold Foamed Asphalt Recycler Machine will consist of two (2) persons. One (1) Cold Foamed Asphalt Recycler Machine Operator and one (1) Cold Foamed Asphalt Recycler Machine Calibrator Oiler.

The Cold Foamed Asphalt Recycler process will require a calibrator bulk product transportation distributor system that one (1) person operates.

When the above machines are hooked in tandem, the crew sizes above will apply for each machine.

14. When an Operating Engineer requires assistance in the operation and/or repair of equipment or machinery, another employee or employees covered by this Agreement shall be used.

15. The Employer and the Union agree that every reasonable effort shall be made to insure the safety of employees such as greasers, welders and repairmen by not requiring them to work alone during the hours of darkness or by remoteness of the project.

16. No employee shall be penalized in any respect for observing the Working Rules and By-Laws of this Local Union not in conflict with this Agreement.

17. Crew sizes for Dredging. See Article VII of this Agreement.

#### **K. Tools:**

1. The individual Employer shall provide on each jobsite a secure place where his Heavy Duty Repairman may keep his tools. If all or any part of a Heavy Duty

Repairman's kit of working tools is lost by reason of the failure of the individual Employer to provide such a secure place or by fire, flood or theft involving forcible entry while in the secure place designated by the individual Employer, the individual Employer shall reimburse such Heavy Duty Repairman for any such loss from a minimum of Fifty Dollars (\$50.00) to a maximum of Twenty Thousand Dollars (\$20,000.00). In order to obtain the benefits of this Paragraph, a Heavy Duty Repairman must provide the individual Employer with an inventory of his tools at the time he commences work and an additional inventory every sixty (60) days. The inventory must be signed by the Employer and employee and a copy provided to the employee.

2. Heavy Duty Repairmen shall furnish their own hand tools, but special tools shall be furnished by the individual Contractor as needed, such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, testing and measuring devices other than hand rules, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxy-Acetylene Hoses, Gauges, Torches and Tips, twenty-four (24) inch Pipe Wrenches or Socket Wrenches and sockets requiring over three-quarter ( $\frac{3}{4}$ ) inch drive. Heavy Duty Repairmen and/or the registered Apprentices shall be entitled to adequate tool pick-up time before the end of each shift.

**L. Special Working Rules and Conditions for Contractors'  
Permanent Shops and Yards:**

a. Where a single shift is worked, eight (8) hours of continuous employment between the hours of 6:00 A.M. and 5:00 P.M., except for a lunch period of not less than thirty (30) minutes, to be taken within the fifth (5th) hour, shall constitute a day's work, beginning on Monday and continuing through Friday of each week. Where work is required in excess of eight (8) hours in any one (1) day, or before 6:00 A.M. or after 5:00 P.M., or during the interval from 5:00 P.M. Friday to 6:00 A.M. Sunday, such work shall be paid for at one and one-half ( $1\frac{1}{2}$ ) times the basic rate of wages. Work performed on Sundays and holidays shall be paid at double (2) time.

b. Where two (2) or more shifts are worked, five (5) days of seven and one-half ( $7\frac{1}{2}$ ) hour shifts from Sunday midnight to Friday midnight, shall constitute a regular week's work. Seven and one-half ( $7\frac{1}{2}$ ) hours shall constitute a regular day's work for which eight (8) hours shall be paid. Overtime pay rates on shift schedules shall begin after seven and one-half ( $7\frac{1}{2}$ ) hours are worked.

c. The Employer shall establish a definite starting and quitting time for each shift and shifts shall run consecutively with no more than one (1) hour break between shifts. In no event shall the regular working hours of the regular shifts be staggered or overlap. The shift differential, as indicated above, shall apply whenever shifts are worked, including Saturdays, Sundays and holidays.

**M. Special Rules:**

1. Employees shall receive not less than one-half (½) hour of pay at the appropriate overtime rate for firing up and/or starting and oiling and/or greasing or repairing of equipment or machinery when performed before or after the regular shift.

2. When equipment is operated before or after shift or on Saturdays, Sundays or holidays, the employee assigned to such equipment during the regular shift shall work the overtime except in case of emergency. When the overtime work is assigned to anyone other than the employee assigned to such equipment or work during the regular shift, the employee assigned during the regular shift shall be compensated at the applicable overtime rate.

3. When field repair is performed on overtime, the overtime shall be distributed equitably among the employees performing this work during the regular shift.

4. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. Whenever free parking is not available on or within 350 yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his employees, and that parking area shall be considered the reporting point for those employees. The Contractor shall be responsible for payment of wages from the reporting point (parking area), to the jobsite and from job-to-job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time in route and return. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation, regardless of mode of transportation.

5. Whenever, because of remoteness of parking areas, hazardous road conditions or security restrictions, the Contractor is required to furnish transportation for workmen within his jobsite to the place of their work, this transportation shall be equipped with seats and handrails.

6. The Contractor shall provide or pay for parking facilities for employees where a sufficient quantity of available free parking is not available within three (3) blocks of the job. This shall apply to all jobs or projects when work is being performed by Operating Engineers within the entire jurisdiction of Local Union No. 12.

7. Employees covered by this Agreement shall operate all hoisting equipment on the job or project.

8. The occasional use of workmen who are not covered by this Agreement to perform the work of Operating Engineers will not be allowed. In the event a Contractor assigns the work of Operating Engineers to any other workman or employee who has not been dispatched by the Union to the Contractor, the Contractor shall immediately remove such workman from the work involved and shall immediately pay, as compensatory

damages an amount equivalent to the top journeyman's wages for each day or part of each day such non-dispatched workman was utilized on the Operating Engineer's work, to the Operating Engineers Health and Welfare Fund.

9. Combination Mixer and Compressor Operator on Guniting work shall be classified as Concrete Mobile Mixer Operator.

10. The necessity for the use of an employee as a Signaller shall be determined by the Contractor. When used, he shall be an Engineer-Oiler, as defined herein, who assists in giving or relaying signals by mechanical means (also by means of hand signals on excavation work), directly to the Operator of hoisting equipment only.

11. When Operating Engineers are working with other trades or crafts they shall be compensated on the same premium overtime conditions as the trade or craft with which they are working.

12. On all short jobs, such as paving, small utility jobs, equipment rental operations, etc., any employee reporting for work and for whom no work is provided shall receive two (2) hours show-up time for so reporting, unless he has been notified prior to the end of his last preceding shift or prior to leaving his home not to report for work.

Any employee for whom work is provided shall receive four (4) hours pay and if more than four (4) hours are worked in any one (1) day, shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall not receive less than eight (8) hours pay. All travel time shall be considered as work time. It is understood between the parties that this provision does not include truck crane rental operations.

13. Dewatering System:

a. A Dewatering System shall be operated by a Pump Operator at all times that the Dewatering System is being operated.

b. For the purpose of this Article, a Dewatering System is defined as a combination of one (1) or more pumps of any type, size or motive power, including but not limited to Wellpoint Pumps, Submersible Pumps, Well Pumps, Ejector or Eductor Pumps, in combination with wells, wellpoints, sumps, piping and/or other appurtenances, powered by Diesel, electric, gasoline or any other type of motive power to control water on any and all types of construction work, except when submersible or well pumps are operated with public electrical power, an Operating Engineer will not be required. When an employee is required, he shall be an Operating Engineer.

c. In the event that pumps are not used for Dewatering projects, pumps that are gasoline or Diesel driven shall be maintained, serviced and operated by an Operating Engineer from the preferred classification, regardless of the purpose for which they are used. When a single small unit is used for filling of a water tank or water trucks, an

Operating Engineer will not be required. When an employee is required, he will be an Operating Engineer.

d. A Pump Operator will not be required on the day shift provided there are other operators on the jobsite assigned to service and maintain the pumps during the day shift. However, a Pump Operator will be required on the second (2nd) and third (3rd) shifts unless full shifts are worked by a full crew relieving the first (1st) shift.

#### **N. Foreman:**

1. If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Engineer-Oiler and Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a Project, an Operating Engineer Foreman shall be employed at the rate of not less than Two Dollars (\$2.00) per hour over the hourly rate of the highest paid Operating Engineer on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency or when the regular Operator is temporarily absent.

2. When more than twenty (20) employees are employed on any one (10) job, or project, an additional Foreman shall be employed and one (1) for each twenty (20) employees thereafter.

3. When less than seven (7) employees are working and the Employer assigns supervisory authority to one of the Journeymen, he may be required to work at the trade but will be paid at the Foreman's rate, and the additional pay shall be added to the regular rate and become the base rate for the entire shift.

4. If a Contractor employs forty (40) or more employees covered by this Agreement on any oil or gas refineries and incidental structures, solar energy installations and appurtenances thereto, nuclear, oil, gas or coal power plants and desalination installations and appurtenances, excluding Engineer-Oiler and Signalmen, Compressor Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party on a Project, an Operating Engineer, General Foreman, shall be employed at the rate of not less than Two Dollars (\$2.00) per hour over the hourly rate of the highest paid Operating Engineer Foreman on the job or project. The additional pay shall be added to the regular rate and become the base rate for the entire shift. He shall not operate equipment except in an emergency.

5. No Apprentice shall be appointed a Foreman.

#### **O. Owner-Operator:**

1. Whenever "Owner-Operator" is used in this Section, it means Operating Engineer equipment operator-employees only. The classification of Heavy Duty Repairman

(Welder) or a Lubrication and Service Engineer of equipment (generators, welding machines, fixed drills, grease trucks, lube trucks) are covered elsewhere in this Agreement. Nothing in this Section shall apply to any person or equipment except where the owner of the equipment operates the equipment in the performance of work covered by this Agreement for an individual Employer.

2. An Owner-Operator is a person who has legal or equitable title to his equipment and operates the equipment himself on work covered by this Agreement, and he shall operate only that equipment to which he has legal or equitable title. An Owner-Operator shall have proof of ownership of the equipment being operated in his possession at all times and shall produce such proof of ownership upon request by the Union or the Contractor. It is further agreed that at any time an individual Owner-Operator has a piece of equipment operated by someone other than himself on any given job or project, then the provisions of this Section O will not apply to such equipment, rather, Article I, Section B-6, shall become applicable.

3. The Owner-Operator shall not be subject to the provisions of Article II, Section E, Paragraph 10 b., Subparagraphs (1), (2) and (3) of this Agreement, provided that the Owner-Operator has signed a W-4 form and becomes a bona fide employee of the Employer prior to going to work and the Union shall be notified of the name and social security number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator is hired, such notice to be given to the Dispatch Office in the district in which the work is being performed and confirmed in writing within twenty-four (24) hours thereafter. A copy of the notification shall be furnished by the contracting Employer to the Owner-Operator and this copy shall be in the possession of the Owner-Operator at all times, so long as he remains on the job or project. This notice must be produced upon request by the Union. Failure of the Owner-Operator to produce a copy of the aforementioned notification and proof of ownership of the equipment being operated shall be cause for his removal from the job or project until the Owner-Operator and the Employer have complied with the requirements of this paragraph. The Owner-Operator is subject to the provisions of Article II, Section E, Paragraph 8.

4. a. Effective from the time the Owner-Operator first reports to work on the job or project, the Contractor shall take all necessary steps to make the Owner-Operator an actual bona fide employee of the Contractor. The Contractor shall retain and exercise supervision and control over the manner and means by which the Owner-Operator performs work under this Agreement, and shall treat the Owner-Operator in all respects as any other employee of the Contractor is treated, except as otherwise provided in this Section O. The Contractor shall deal with the Owner-Operator solely in an employer-employee relationship and shall not treat the Owner-Operator as a self-employed person, independent contractor or brokered service. The Contractor shall not act as a broker of Owner-Operator services to any other party, and any payment by the Contractor to any broker or other person except a signatory Subcontractor for the services of an Owner-Operator shall be a violation of this Agreement.

b. The Contractor shall not permit a self-employed person to perform any work covered by this Agreement. A "self-employed person" is one who works for an unincorporated trade or business in which that person owns ten percent (10%) or more of the interest in the capital or profits.

c. The Contractor shall be liable in damages to the Operating Engineers Trust Funds in an amount equal to the contributions plus interest and liquidated damages from the date contributions would have been due that would have been paid on an employee, should the Contractor use the services of a self-employed person to perform work covered by this Agreement. The monies paid under this provision shall be as damages and not for the benefit of any specific individual.

d. An Incorporated Owner-Operator shall, for the purpose of this Agreement, be designated and recognized as a Subcontractor and as such shall provide the Contractor, the Union and the Trust Fund with bona fide information to the effect of such incorporation.

e. The parties agree that in order to accurately determine the hours worked by an Incorporated Owner-Operator, the Trust Fund shall assign a number to each such Incorporated Owner-Operator and the Employer will be responsible for reporting all hours worked on his project by Incorporated Owner-Operators to the Trust Fund on a form to be provided by the Trust Fund.

5. Separate checks shall be issued to such Owner-Operators for: (1) Employee's wages and (2) for his equipment.

6. The individual Employer will not devise or put into operation any scheme to defeat the terms of this Section of this Agreement.

7. In addition to the remedy provided in 4-c, if a Contractor, through the grievance procedure, is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages in the amount of one (1) day's pay at the Group XIX rate for each day or portion thereof that the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund.

8. In the event that the Employer willfully violates the provision of the foregoing Articles or willfully violates any provisions elsewhere in this Agreement relating to wages, hours of work, overtime differentials, any back pay owed to the employee because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time and overtime rates in order to compensate the employee for the inconvenience and lost use of the monies that the employee suffered. Reasonable evidence of clerical error or honest mistake in interpretation of this Agreement shall exempt the Employer from the double (2) payment provisions and, in such cases, the Employer shall be required to pay only the actual amount of back pay involved at the standard straight-time and overtime rate.

**P. Travel Expense and Subsistence:**

1. Effective on all work bid after July 1, 2022, the areas inside the boundaries of Camp Pendleton, Zone pay as hereinafter defined in "Exhibit A" shall apply for which the hourly rate of pay will be Ten Dollars (\$10.00) per hour above the regular rate and shall become the base rate for the entire shift.

a. Zone pay is hereafter established effective July 1, 2007, and defined as Exhibit "B" subject to the exceptions noted above, zone pay shall be paid at the rate of One Dollar (\$1.00) per hour above the regular rate of pay and shall become the base rate for the entire shift. This zone pay area is located in the eastern portion of "Exhibit B" delineated by the color blue.

2. Effective July 1, 2022, for all work performed in San Diego County other than Camp Pendleton, at the option of the Employer, either suitable board and room, or Eighty Dollars (\$80.00) per day subsistence allowance in lieu thereof, shall be paid employees covered by this Agreement on remote projects as described in "Exhibit A", attached hereto. Subsistence is to be paid for a minimum of five (5) days per week, or for additional days if work is scheduled. Employees shall be paid subsistence unless they are sent home because of prolonged inclement weather or other conditions causing discontinuance of job operations. Employees sent home will be given at least two (2) consecutive workdays off or subsistence will be paid for five (5) days.

3. If the Employer furnishes the employees a suitable room, the employee shall receive Thirty Dollars (\$30.00) per day subsistence allowance.

4. Subsistence shall apply to employees ordered to report for work and for whom no work is provided.

5. When a holiday falls on a Monday, Thanksgiving Day, and the Friday following Thanksgiving Day and the employee is not required to work on those days, the Employer shall not be required to pay subsistence.

6. "Exhibit A". A "remote project" is herein defined as portions of various townships and ranges of the San Bernardino Base and Meridian in the County of San Diego, State of California, according to official maps thereof, lying within the limits of the following described line:

Beginning at a point of the intersection of the northerly boundary of San Diego County and the easterly line of Range 3 East, thence southerly on the easterly line of Range 3 East to the Mexican Border.

7. The per day subsistence allowance shall also apply on any construction work performed by the parties hereto on any of the islands offshore from San Diego County.



**Q. Tide Work Schedule:**

The following provisions shall apply to Operating Engineers on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable regular straight-time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 A.M. and 5:00 P.M. shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 7:00 A.M. and 5:00 P.M. and any time worked before 7:00 A.M. or after 5:00 P.M. shall be paid for at the applicable overtime rate.

2. When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

**R. Special Working Rules and Conditions for Tunnels and Sealed Air Pressure Bores:**

1. All terms and conditions of this Agreement shall apply to all employees employed on a tunnel job or project, unless otherwise specified in this Section R.

2. This section covers jobsite work on construction, alteration, repair, modification or demolition of tunnels, shaft, tunnel shafts, adits, silos, raises, subways, underground power houses, including the lining of same which falls within the jurisdiction of the Union. Where open cutwork is covered over or decked with wood, steel or other substitute materials and workmen are required to work under such cover, they shall work and be paid in accordance with the terms and conditions of this Agreement. For all excavation and work related to the excavation, without limiting the scope of the work covered hereby, it is agreed that this Agreement shall cover but not be limited to the construction of, in whole or in part, or the improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles and other facilities used in connection with the performance of the aforementioned work and services and including without limitation the following types of classes or work.

3. The manning, running and/or handling of all boring equipment, mole machines, mining machines, mucking machines, heading shields, all drilling (except jackleg and jumbo), all diamond core drilling, grinding and sharpening of bits, slushers, tuggers (except in breast board or crown bar headings), all conveyors and conveyor belts, locomotives, rubber-tired equipment, including man trip vehicles, mobile power jumbos, Athey Wagons and tractors, all concrete placing equipment such as Rex Pumpcrete and all pneumatic placers (flowcrete) Kemper, Hackley-Presswell and all similar equipment. The jacking of pipe in tunnels, all ground support work including cutting, welding, hauling and

hoisting of all liner plate and other materials, all work performed under compressed air which falls within the jurisdiction of the Union. The manning of all hoisting equipment including cherry pickers and/or carpassers, mobile powered heading switches, concrete screeds, agitator cars, the moving, raising and setting of forms including slip forms in tunnels and tunneling operation. The operation, tending and maintenance of all pumps, generators, compressors and ice plants in or on tunnels and tunnel shaft projects.

4. Any and all emplacements commonly described as underground silos in which missiles are placed, housed, stored and/or their component parts, shall be covered by the terms of this Agreement. All power hoisting and jobsite hauling of all tools, equipment, material, workmen and other personnel and the operation of all equipment primarily used therefore shall be considered the jurisdiction of the Union and shall be covered by the terms and conditions of this Agreement.

5. In addition to the above, this section shall also include work in the Contractors' portal yards and shops, tunnel survey work such as the placing, setting and adjusting of Laser Beams, Gyroscopes, Geodometers, Electrotape and all other instruments used therefore, including Grade Checkers and/or Shift Engineers.

6. Tunnels shall be defined as an underground passageway, except for jacking operations under highways, railroads, embankments, etc., excavated by workmen and equipment working below the earth's surface that provides subterranean route along which workmen, equipment or substances can move other than passageways excavated by mine or quarry operations in connection with such operations.

7. All work of site preparation, mobilization and installation of plant and equipment and the removal of same shall be performed under the terms of this Section R.

8. After tunnel work has begun, work outside the tunnel consisting of batch plant crews, the construction, repair and maintenance of the equipment outside the tunnel, subway, shaft, raise, etc., and the hauling and hoisting of the material to be used inside the tunnel, subway, shaft, raise, etc., or construction, repair or demolition of said tunnel, subway, shaft, raise, etc., shall come under the tunnel provisions and shall work under the tunnel shift conditions, either single or multiple.

a. Employees assigned to batch plant operations shall work under the terms and conditions of the tunnel provisions except when a batch plant is established in an area to provide material for a project consisting of a tunnel or tunnels, and other outside concrete batching operations, and the batch plant crew or any member of it had not participated in the driving of the tunnel, such employees shall be covered by the regular jobsite concrete batch plant provisions of this Agreement.

9. The following working rules shall govern the employment of employees performing all work covered by this section:

a. Single Shifts: Eight (8) consecutive hours, exclusive of meal period, between 6:00 A.M. and 5:00 P.M., shall constitute a day's work for which eight (8) hours the straight-time rate shall be paid. Forty (40) hours, Monday, 6:00 A.M. through Friday, 5:00 P.M., shall constitute a week's work.

b. All time worked in excess of eight (8) consecutive hours, exclusive of meal period, all time worked in excess of forty (40) hours per week, all time worked before 6:00 A.M. and after 5:00 P.M., and all time worked from Friday midnight to Sunday midnight, and holidays worked, shall be paid for at the applicable overtime rate.

c. Multiple Shifts: When two (2) or more shifts are worked for three (3) or more consecutive days, seven and one-half (7½) hours of work shall constitute a day's work for which eight (8) hours the applicable rate shall be paid. There shall be no split or staggered shifts.

d. The applicable overtime rate shall be paid for all time worked or paid in excess of seven and one-half (7½) hours, exclusive of meal period, in any one (1) shift, all time worked in excess of thirty-seven and one-half (37½) hours in any one (1) week, all time worked before the regularly established starting time and after the established quitting time on each shift, and all time worked from Friday midnight to Sunday midnight and holidays worked. Multiple shifts may be alternated in conformance with the desire of the majority of the employees on no less than two-week intervals. However, when multiple shifts are alternated, all employees on such shifts shall be entitled to alternate, if they so desire.

e. Compensation for Travel Within Tunnel: The Contractor shall pay employees covered by this Agreement working within the tunnel, adits, or shafts on a portal to portal basis as follows: The hours of employment of such employees shall commence at the portal of the tunnel, adit or shaft at which he is directed by the Contractor to report for work on his shift and shall end at such portal except as provided in Section R-9-g.

f. The Contractor shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of workmen in each crew. Each change house shall be constructed to provide that all clothing will dry between shifts. The Contractor will reimburse employees for clothing or tools lost by fire in an amount up to Five Hundred Dollars (\$500.00) in the event of the destruction of the change house by such fire, provided a claim form is filed as provided by the applicable insurance company. This shall not apply to short dry tunnels, two hundred (200) feet or less, such as under highways or railroad embankments.

g. If a change house is located more than one thousand, two hundred and fifty (1,250) walkable feet from a portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house.

(1) 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 as directed by the Employer to report early or remain after his regular shift. These employees shall be paid at the applicable overtime rate. Overtime shall be reckoned on the hour and the half (½) hour.

h. Employees covered by this Agreement shall perform all repair and service work on equipment, including the washing of all boilers and/or scrubbers.

i. Crews on power shovels and mucking machines over one-quarter (¼) yard shall consist of an Engineer-Operator and an Engineer-Oiler or Apprentice who shall be under the direct supervision of the Engineer-Operator.

j. When employees covered by this Agreement require assistance, other employees covered by this Agreement shall be employed. This shall not change the established practice regarding the use of Oilers, Heavy Duty Repairmen Helpers, Apprentices and/or Firemen.

k. Contractors shall be required to furnish rubber clothing, boots, safety hats, safety shoes or special gear. The Contractor shall be required to furnish suitable shelter to protect employees from falling materials and the elements.

l. Any employee covered by these tunnel provisions who does any work underground on tunnel projects, including shafts or sealed air pressure bores, during any one (1) shift shall receive the basic per hour rate as designated in Appendix "D" for the entire shift above the stipulated rate of pay for the classification of work in which he may be engaged.

m. Foremen: If a Contractor employs seven (7) or more employees covered by this Agreement, excluding Signalmen, Compressor Operators, Pump Operators, Generator Operators, Rodmen, Chainmen, Instrumentmen and Chief of Party, on a project on any one (1) shift, an Operating Engineer Foreman shall be employed who shall have supervision over all Operating Engineers and shall receive Two Dollars (\$2.00) per hour over the highest rate (including premium pay) of any Operating Engineer under his supervision and shall not operate any equipment.

(1) When more than one (1) heading is being worked (driven, concreted, etc.) and seven (7) or more Operating Engineers are employed at each individual heading and portal, there shall be an Operating Engineer Foreman employed at each heading and portal on each shift under the provisions noted above. However, when more than one (1) heading is being driven from a single adit or portal, only one (1) Engineer-Foreman need be employed. It is also agreed when more than one (1) adit or portal on a tunnel project are within a reasonable distance of each other, it may not be necessary to employ an Engineer-Foreman for each heading but shall be agreed upon at a pre-job conference. Supervision shall be assigned to an Operating Engineer when there

are less than seven (7) employees on the project or shift who may work at the trade or with his tools and be paid at the same rate and under the same provisions as outlined in this Article.

(2) It is further understood that on all projects involving a number of short length tunnels, the Contractor shall employ at least one Foreman who shall not work at the trade or operate equipment, and shall employ additional Foremen if needed, to adequately supervise all employees covered by this Agreement.

(3) If a Contractor desires to lessen the number of Foremen required in this Section R, he may request a decision in accordance with the procedures of Article V.

#### **10. Minimum Crews:**

a. The minimum crew for the operation of a heading shield, mole or mining machine shall be a mole or mining machine Operator, Oiler and one (1) other employee. It is understood there are various types and sizes of moles and mining machines which may necessitate increasing or decreasing the crew size on these types of machines, in which event the Contractor and the Union shall agree at the pre-job conference upon crew size to perform the operation and repair of said equipment.

b. On tunnel headings where the operating, repair or servicing of equipment is performed, the tunnel repairman or other employees covered by these tunnel provisions shall be utilized.

c. No one other than an Operating Engineer covered by this Agreement shall operate a locomotive on a tunnel project.

#### **11. Meal Period:**

a. It is mandatory that all employees shall be given a full uninterrupted meal period. The meal period may be staggered between the third (3rd) and fourth (4th) and one-half (½) hours.

b. If an employee is not afforded a full, uninterrupted thirty (30) minute meal period or if during his lunch period another Operating Engineer operates the equipment to which he is regularly assigned, he shall be paid double (2) time for his lunch period.

#### **12. Safety:**

a. It is mutually agreed that the current (or as may be revised) California State Tunnel Safety Orders shall prevail in all safety matters and are herein incorporated by reference and made a part of these provisions. Recognizing that safety on the job is a primary concern to the Union and the Contractor, it is agreed that weekly tool

box safety meetings shall be attended by the Contractor's Representative, his employees, and may be attended by a representative of the Union.

b. The Contractor's Representative, the Union Representative and State Safety Representative (Division of Industrial Safety) will make periodic safety inspections or when any of them are of the opinion that an unsafe or detrimental situation exists.

c. In the event there is an accident of serious nature, the Union Representative servicing the project shall be notified immediately. The Union Representative servicing the project shall furnish the Contractor with his work telephone number.

d. The Union shall cooperate with the Contractor and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such a manner as to promote safe and efficient operations of each particular duty and of any job as a whole.

e. Adequate first aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each Contractor. Each Contractor shall arrange for adequate and prompt medical attention in case of injury. This may be accomplished by; (1) on-the-job facilities or proper equipment for prompt transportation of the injured person to a physician, or (2) a communication system for contacting a doctor and/or ambulance or a combination of these that will avoid unnecessary delay in treatment. Each Contractor must post the name and address of his doctor and of the Workmen's Compensation Insurance carrier on the jobsite. Where an ambulance is not available within ten (10) miles of the jobsite, an ambulance shall be made available on the project.

f. 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 vehicle shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communications with the Operator shall be installed.

g. No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule and regulation of the State of California or any political subdivision. Such determination shall be made in writing by a responsible agent of the State of California or any of its political subdivisions or by a safety inspector from the applicable insurance carrier.

h. The Contractor and the Union agree that wage scales apply to classifications rather than to workmen. The Contractor shall not assign the operation of any equipment to any other workman not covered by this Agreement. An employee will not be

required to transfer from his original piece of equipment and back to his original piece of equipment more than once in any one (1) shift. In the event he is required to transfer more times than stipulated herein, the Contractor shall be required to pay eight (8) hours at the Group VIII rate of pay to the Operating Engineers Health and Welfare Fund for each day, or portion thereof, the violation occurred. However, an employee who is transferred to another piece of equipment and who is not qualified to operate that piece of equipment shall not be discharged or laid off but shall be returned to the equipment to which he was originally dispatched. This Paragraph shall not apply to indentured Apprentices.

(1) It is agreed that one (1) employee may be required to transfer between two (2) designated pieces of equipment more times than stipulated herein. The transfer and the classification shall be agreed upon at the pre-job conference.

i. In computing overtime, shift differential and premium pay shall be subject to overtime provisions.

j. All welding and/or repairs of equipment, fan lines, electrical installation, water and air lines, braces, forms, etc., shall be done by employees covered by this Agreement.

k. In the event the Contractor 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.

l. After blasting, workmen must wait at least ten (10) minutes after a full round before returning to the point of blasting (a longer waiting period may be required to allow time for clearing of air by the ventilation system and wetting down of the muck pile).

m. Classifications and wage rates are designated in Appendix "D".

#### **S. Special Working Rules and Conditions for Field Survey Work:**

1. All terms and conditions of this Agreement shall apply to all employees employed on field survey unless otherwise specified in this Section S.

2. The following special working rules shall apply only to employees regularly employed in field survey work when the individual Contractor is required by contracting authority to furnish his own field survey work, or when the individual Contractor hires employees to perform field survey work:

a. The operation and adjustment of micro-measuring instruments, including but not limited to Global Position Systems, Surveyors, Transits, 3D Scanner (excluding vehicular mobile scanners), Drones, Ground Penetrating Radar, Levels, Laser Beams, Geodimeters, Tellurometers, Electrotapes and tools used in establishing the exact

location and measurements of points, elevations, lines, areas and contours on and beneath the earth's surface for the purpose of construction, map making, land evaluation, mining, tunnel excavation or other purposes.

b. Work on building, heavy highway and engineering construction, including without limitation the following types or classes of work in connection with the establishment of control points governing construction operations on commercial, industrial and institutional building construction.

c. Street and highway work, grading and paving, excavation of earth and rock, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, water supply, water development, reclamation, irrigation, drainage and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, building foundations, pile driving, piers, locks, rivers and harbor projects, breakwaters, jetties and dredging.

d. The construction, erection, alteration repair, modification demolition, addition or improvement, in whole or in part of any building structure, including oil or gas refineries, power plants, desalination plants and incidental structures, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto.

3. When required to report at the Contractor's office before going to work and after work, employee's time will start and end at the Contractor's office.

4. Any employee covered by these provisions who does any work on tunnel projects or hydrographic work, during any one (1) shift, shall receive the basic per hour wage rate as designated in Appendices "C" or "D" for the entire shift.

5. There shall be a Party Chief as a member of each field survey crew. They shall receive the rate of pay as designated in Appendices "C" and "D".

6. A Party Chief shall be qualified by training and experience to do the following work and will be employed to perform the following functions:

a. Determine the exact location and measurements of points, elevations, lines, areas and contours on and beneath the earth's surface for the purpose of construction, map making, land evaluation, mining or other purposes.

b. Determine the information needed to conduct a survey from notes, maps, deeds and other records.



c. Keep accurate notes, records and sketches of work performed or data secured.

d. Verify by calculation the accuracy of survey data secured.

7. When a Party Chief has successfully completed the prescribed related instruction and training required by Surveyor's Joint Apprentice and Journeyman Training Committee, he shall receive the Group IX rate of pay.

**T. Special Working Rules and Conditions for Permanent Asphalt Plants and Soil Cement Mix Plants:**

1. Crews on manual asphalt plants shall consist of a Plant Engineer, Mixerman, Fireman and Oiler. Crews on fully automated asphalt plants shall consist of a Plant Engineer and one (1) additional employee covered by this Agreement and shall be identified with the plant at all times. Crews on semi-automated asphalt plants shall consist of a Plant Engineer and two (2) additional employees covered under the terms of this Agreement and shall be identified with the plant at all times.

2. a. Eight (8) consecutive hours, exclusive of meal period shall constitute a day's work, between the hours of 6:00 A.M. and 4:00 P.M. Forty (40) hours, Monday through Friday, shall constitute a week's work at straight time.

b. Regular straight-time working hours shall be between 6:00 A.M. and 4:00 P.M. Such straight-time working hours may be changed to earlier than 6:00 A.M. from time to time whenever a legitimate reason therefore shall exist but shall not be needlessly changed.

c. When so elected by the Contractor, multiple shifts may be worked for five (5) or more days on maintenance work exclusively between the hours of 4:00 P.M. and 6:00 A.M., and such shifts shall work seven (7) consecutive hours, exclusive of meal period for which working time employees shall receive eight (8) hours straight-time pay, Monday through Friday.

3. All maintenance work performed on Sundays shall be paid for at double (2) the straight-time rate of pay.

4. The Union agrees to give signatory asphalt plant and soil cement mix plant operators sufficient notice prior to the establishment of a picket line upon projects to which the signatory Contractor may be delivering materials to enable the asphalt plant and soil cement mix plant operators to avoid undue loss of material in transit from plants.

5. a. The Contractor shall make an effort to train the workmen for other classifications under the labor agreement or transfer to another plant the workmen being replaced.

b. When workmen are displaced and the individual Contractor is unable to place the employee on other classifications, an effort shall be made by the industry to utilize the displaced workmen.

6. Subsistence - Hot Plant Supplemental Agreement:

a. When a plant is being erected or moved in or to a subsistence area as outlined in Article XIX, Section P, the workmen employed during the erection shall be paid subsistence as set forth in the Master Labor Agreement.

b. When the plant is put into operation, the operating crew shall receive subsistence for a period not to exceed forty-five (45) working days after the plant has been put into operation. Workmen who continue in the operation after erection shall be subject to the forty-five (45) days, including erection and operation.

c. Operating crews at permanently located plants in a subsistence area that are operated on an intermittent basis, shall receive per diem subsistence as outlined in Article XIX, Section P, of the Master Labor Agreement.

d. Workmen hired through the Union or transferred from other facilities of the Contractor to a plant in a subsistence area that is operated on a non-intermittent basis, shall receive subsistence for a period not to exceed forty-five (45) working days.

e. A plant in the subsistence area shall be considered intermittent when the services of a plant crew are not required for ten (10) days or more.

f. Workmen shall receive subsistence rate as defined in Article XIX, Section P, under this Article if their home address is more than forty-five (45) miles from the plant.

g. Workmen who are employed at a permanent plant as permanent employees in a non-subsistence area shall not be eligible for subsistence. However, when employees are requested to report to another plant that is located forty-five (45) miles from their home address, they shall be entitled to subsistence as defined above.

**U. Miscellaneous Provisions:**

1. An administrative trust known as the Operating Engineers Administrative Trust may be established by the Contractors and the Union by an Agreement and Declaration of Trust.

2. Overtime: The first four (4) hours outside the regularly constituted shift shall be at the rate of time and one-half (1½). All additional hours shall be at double (2) time. On Saturday work, the first twelve (12) hours shall be at time and one-half (1½) and all

additional hours at double (2) time. Sundays shall be double (2) time and holidays shall be double (2) time, except as provided elsewhere in this Agreement.

3. Operators on hoists with three (3) drums shall receive fifty cents (50¢) per hour additional pay to the regular rate of pay. The additional pay shall be added to the regular rate and become the base rate for the entire shift.

4. All Heavy Duty Repairmen and Heavy Duty Repairmen-Welder Combination shall receive a One Dollar (\$1.00) per hour tool allowance in addition to his regular rate of pay and this shall become his base rate of pay.

5. Pre-Apprentice Training: Recognizing that our Industry can utilize minority manpower in our Apprenticeship Programs, Pre-Apprenticeship Training Programs shall be developed and such programs shall be implemented by the Apprenticeship Coordinator with the cooperation of both the Union and the Contractors.

6. It is agreed that an Engineer-Operator, Oiler or Apprentice, or at the option of the Employer, two (2) Operators, shall constitute an operating crew and shall be identified on all concrete truck mounted pumps when equipped with booms in excess of one hundred five feet (105') or 36 meters or any time the Engineer-Operator cannot see the point of pour from on or at the pump.

7. When a Contractor is found assigning any work upon which the manning provisions have been relaxed by the Letter of Understanding, dated March 25, 1974, to any other craft or employee not covered by this Agreement, the Employer shall employ a full time Operating Engineer, Oiler or Apprentice to operate, service check grade, maintain and repair the equipment until the assigned work in question has been completed or until the equipment involved is removed from the jobsite.

8. Journeyman Trainee:

a. It is agreed that a Journeyman Trainee may be employed by an individual Contractor for a period of thirty (30) days at fifty cents (50¢) per hour below the classification at which he will be performing. In the event the Journeyman Trainee is employed less than thirty (30) days by the individual Contractor, the Journeyman Trainee shall receive the full rate of the classification of the work he performed retroactive to his first (1st) day of work.

b. It is the intent of this Section to provide a method of allowing present Journeymen to expand their capabilities in the Industry. The maximum Journeymen Trainees allowed to any Contractor at any one (1) time shall be two (2).

9. The Contractor shall not require or permit directly or indirectly any employee covered by the terms of this Agreement to furnish a pickup or other conveyance to be used for work covered by this Agreement.

a. It is the intent of the parties that remedies fashioned under the grievance procedure (Article V) of this Agreement for violation of the provision shall include reasonable compensation for the use of the vehicle and the Labor-Management Adjustment Board or Arbitrator shall, in addition thereto, assess monetary penalties for violations of the provision designed to discourage further violations and shall, in a subsequent case, deprive the violating Contractor of the benefits of the Union's no-strike commitment, (Article III) herein and use of the grievance provisions (Article V) of this Agreement for additional violations of this Paragraph.

10. In the event work covered by this Agreement is performed on behalf of the Contractor on a project jobsite by employees of the Contractor or his/her subcontractor or by rental of manned equipment, the Contractor shall be responsible for insuring that such work is performed in accordance with this Agreement until all such covered work on the project has been completed. Such work shall not be deemed completed until the equipment utilized to perform such work has been permanently removed from the jobsite.

## **ARTICLE XX**

### **General Savings Clause**

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations or any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void, or if the Impartial Jurisdictional Disputes Board for the Construction Industry is abolished, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article V of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to them and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no-lockout provisions of Article III shall not apply if either party fails to comply with the decision of the Arbitrator.

**ARTICLE XXI**  
**Term, Termination and Renewal**

This Agreement shall be effective as of the 1st day of July, 2022, and remain in effect through the 30th day of June, 2025, and shall continue from year-to-year thereafter, unless either of the collective bargaining representatives shall give written notice to the other of a desire to change, amend, modify or terminate the Agreement at least sixty (60) days' prior to June 30<sup>th</sup> of any succeeding year. Notice to the Union shall be sent, Certified Mail Return Receipt Requested, to the attention of the Business Manager and effective only upon receipt at the Union's main office at 150 Corson Street, Pasadena, California 91103. In the event no agreement is reached between the parties, and a strike or lockout occurs, the parties will continue to negotiate with each other until an agreement is reached.

**APPENDIX "A"**  
**CLASSIFICATIONS AND WAGE RATES**

**GROUP I**

Bargeman  
Brakeman  
Compressor Operator (when more than five (5) 900 CFM or larger units, additional Operator required)  
Ditch Witch, with seat or similar type equipment  
Elevator Operator - inside  
Engineer-Oiler  
Generator Operator  
Generator, Pump or Compressor Plant Operator  
Heavy Duty Repairman Helper  
Inertial Profiler Operator  
Profilograph  
Pump Operator  
Signalman  
Switchman

**GROUP II**

Asphalt-Rubber Plant Operator (Nurse Tank Operator)  
Coil Tubing Rig Operator  
Concrete Mixer Operator - Skip Type  
Conveyor Operator  
Fireman  
Heliostat Assembly System  
Hydrostatic Pump Operator  
Oil Crusher (asphalt or concrete plant)  
PJU Side Dump Jack  
Rotary Drill Helper (Oilfield)  
Screening and Conveyor Machine Operator (or similar types)  
Skiploader (wheel type up to  $\frac{3}{4}$  yd., with all attachments)  
Skiploader (wheel type up to  $\frac{3}{4}$  yd. without attachment)  
Tar Pot Fireman  
Temporary Heating Plant Operator  
Trenching Machine Oiler

**GROUP III**

Asphalt-Rubber Blend Operator  
Skid Steer (Loader, with all attachments)  
Equipment Greaser (rack)  
Ford Ferguson (with dragtype attachments)  
Helicopter Radioman (ground)  
Stationary Pipe Wrapping and Cleaning Machine Operator

#### **GROUP IV**

All Terrain Placers/All Terrain Stone Slingers  
Asphalt Plant Fireman  
Backhoe Operator (Mini-Max or similar type)  
Boring Machine Operator  
Boring System Electronic Tracking Locator  
Boxman or Mixerman (asphalt or concrete)  
Chip Spreading Machine Operator  
Concrete Cleaning Decontamination Machine Operator  
Concrete Pump Operator, (small portable)  
Direct Push Operator (Geoprobe or similar types)  
Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30' maximum)  
Excavator Track/Rubber-Tired – with all attachments (Operating weight under 21,000 lbs., see Crew Size Requirement)  
Guard Rail Post Driver Operator  
Guided Boring Machine Operator/Pilot Tube Machine Operator  
Highline Cableway Signalman  
Horizontal Directional Drilling Machine  
Hydra-Hammer-Aero Stomper  
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement required – drilling depth of 30' maximum)  
Hydrovac Operator (hydrovacs in excess of eight hundred (800) gallon debris capacity)  
Micro Tunneling (above ground tunnel)  
Power Concrete Curing Machine Operator  
Power Concrete Saw Operator  
Power - Driver Jumbo Form Setter Operator  
Power Sweeper Operator  
Rock Wheel Saw/Trencher  
Roller Operator (compacting)  
Screed Operator (asphalt or concrete)  
Trenching Machine Operator (up to 6 ft.)  
Vacuum or Muck Truck

#### **GROUP V**

Equipment Greaser (Grease Truck/Multi-Shift)

#### **GROUP VI**

Articulating Material Hauler  
Asphalt or Concrete Plant Engineer (see Crew Size Requirement)  
Batch Plant Operator  
Bit Sharpener  
Central Batch Plant - Cement Silo

Concrete Joint Machine Operator (canal and similar type)  
Concrete Placer Operator  
Concrete Planer Operator  
Dandy Digger  
Deck Engine Operator  
Deck Engineer (see Crew Size Requirement)  
Derrickman (Oilfield type)  
DeSanding Plant Operator  
Drilling Machine Operator, Bucket or Auger Types (Calweld 100  
Bucket or similar types - Watson 1000 Auger or similar types  
Texoma 330, 500 or 600 Auger or similar types - drilling  
depth of 45' maximum)  
Drilling Machine Operator (including water wells or any other type of drill)  
Equipment Greaser (Grease Truck)  
Force Feed Loader (with a seat)  
High Rail Swivel Dump  
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice  
covered by this Agreement required – drilling depth of 45' maximum)  
Hydrographic Seeder Machine Operator (straw, pulp or seed)  
Jackson Track Maintainer, or similar type  
Kalamazoo Switch Tamper, or similar type  
Machine Tool Operator  
Maginnis Internal Full Slab Vibrator  
Mechanical Berm, curb or gutter (asphalt or concrete)  
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or  
similar)  
Micro Tunnel System (below ground)  
MST 2200, Track Dumps  
Pavement Breaker Operator (truck mounted, Oiler or Journeyman  
trainee required)  
Prentice High Rail Loader (or similar types)  
Railcar Mover  
Road Oil Mixing Machine Operator  
Roller Operator (asphalt or finish)  
Rubber-Tired Earth Moving Equipment (single engine, up to and  
including 25 yds. struck)  
Rumble Strip Grinder  
Self-Propelled Tar Pipelining Machine Operator  
Skiploader Operator (crawler and wheel type, over  $\frac{3}{4}$  yd. and up  
to and including  $1\frac{1}{2}$  yds., with all attachments)  
Slip Form Pump Operator (power driven hydraulic lifting device  
for concrete forms)  
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up  
to 100 h.p. flywheel and similar types, up to and including D-5  
and similar types)



Tugger Hoist Operator (1 drum)  
Ultra High Pressure Waterjet Cutting Tool System Operator  
Vacuum Blasting Machine Operator  
Volumetric Mixer Operator (see Crew Size Requirement)  
Welder – General

### **GROUP VII**

Welder - General (Multi-Shift)

### **GROUP VIII**

Asphalt or Concrete Spreading Operator (Tamping or Finishing)  
Asphalt Paving Machine Operator (Barber Greene or similar type -  
One (1) Screedman required - if an additional Screedman is required  
he shall be an employee covered by this Agreement)  
Asphalt-Rubber Distributor Operator  
Backhoe Operator (up to and including  $\frac{3}{4}$  yds.) Small Ford, Case  
or similar types  
Backhoe Operator (over  $\frac{3}{4}$  yd. and up to 5 cu. yds. M.R.C., see Crew Size Requirement)  
Barrier Rail Mover (BTM Series 200 or similar types - one (1) additional  
employee covered by this Agreement required)  
Cable Bundling Machine Operator (excluding handheld)  
Cable Trenching Machine Operator (Spider Plow or similar types)  
Cast in Place Pipe Laying Machine Operator  
Cold Foamed Asphalt Recycler (two (2) Operators and one (1) Oiler  
required, see Crew Size Requirement)  
Combination Mixer and Compressor Operator (Gunitite Work)  
Compactor Operator - self-propelled  
Concrete Mixer Operator - Paving (Oiler or Journeyman trainee  
required)  
Crushing Plant Operator (Oiler or Journeyman trainee required)  
Drill Doctor  
Drilling Machine Operator, Bucket or Auger Types (Calweld 150  
Bucket or similar types - Watson 1500, 2000, 2500 Auger or  
similar types - Texoma 700, 800 Auger or similar types -  
drilling depth of 60' maximum)  
Elevating Grader Operator  
Excavator Track/Rubber-Tired – with all attachments (Operating Weight 21,000 lbs. –  
100,000 lbs., see Crew Size Requirement)  
Global Positioning System/GPS (or Technician)  
Grade Checker  
Gradall Operator (Oiler or Journeyman trainee required)  
Grouting Machine Operator  
Heavy Duty Repairman  
Heavy Equipment Robotics Operator

Hydraulic Casing Oscillator Operator (One (1) additional employee or an apprentice covered by this Agreement – drilling depth of 60' maximum)  
Hydraulic Operated Grout Plant  
Kalamazoo Ballast Regulator or similar type  
Kolman Belt Loader and similar type (additional employee required on two (2) or more)  
Kribber Adzer (manufactured with a seat)  
Le Tourneau Blob Compactor or similar type  
Lo Drill  
Loader Operator (Athey, Euclid, Sierra and similar types)  
Master Environmental Maintenance Mechanic  
Mobark Chipper or similar types  
Nordco Tie Remover/Insertter (TRIPP) – or similar types  
Ozzie Padder or similar types  
P.C. 490 Slot Saw  
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)  
Prentice 721E Hydro-Ax  
Pumpcrete Gun Operator  
RCM Cementing Unit Operator  
Rail Heater – self-propelled  
Rail/Switch Grinder Operator (Harsco or similar types)  
Rotary Drill Operator (excluding Caisson type - Oiler or Journeyman trainee required)  
Rubber-Tired Earth Moving Equipment Operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)  
Rubber-Tired Earth Moving Equipment Operator (multiple engine up to and including 25 yds. struck)  
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)  
Self-Propelled Curb and Gutter Machine Operator  
Shuttle Buggy  
Skiploader Operator (crawler and wheel type over 1½ yds. up to and including 6½ yds., with all attachments)  
Soil Remediation Plant Operator (Oiler Required Group II) (CMI, Envirotech or similar)  
Soil Stabilizer and Reclaimer  
Somero SXP Laser Screed  
Speed Swing Operator  
Spike Driver (manufactured with a seat)  
Surface Heaters and Planer Operator  
Tie Adzer (manufactured with a seat)  
Tie Back Drill Operator (Klemm Drill or similar types)

Track Spike Puller Machine Operator (manufactured with a seat)  
Tractor Compressor Drill Combination Operator  
Tractor Operator (any type larger than D-5 - 100 flywheel h.p.  
and over or similar - Bulldozer, Tamper, Scraper and Push  
Tractor, single engine)  
Tractor Operator (boom attachments)  
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator  
Trenching Machine Operator (over 6 ft. depth capacity,  
manufacturer's rating - Oiler or Journeyman trainee required)  
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity,  
manufacturer's rating - Oiler or Journeyman trainee required)  
Ultra High Pressure Waterjet Cutting Tool System Mechanic  
Water Pull (compaction)

### **GROUP IX**

Heavy Duty Repairman (Multi-Shift)

### **GROUP X**

Backhoe Operator (over 5 cu. yds. M.R.C., see Crew Size Requirement)  
Drilling Machine Operator, Bucket or Auger Types (Calweld 200 B  
Bucket or similar types - Watson 3000 or 5000 Auger or  
similar types - Texoma 900 Auger or similar types - drilling  
depth of 105' maximum)  
Dual Drum Mixer (Oiler or Journeyman trainee required)  
Dynamic Compactor LDC350 (or similar types - two (2) Operators  
required)  
Heavy Duty Repairman-Welder Combination  
Hydraulic Casing Oscillator Operator (One (1) additional employee or an apprentice  
covered by this Agreement required – drilling depth of 105' maximum)  
Monorail Locomotive Operator (diesel, gas or electric)  
Motor Patrol - Blade Operator (single engine)  
Multiple Engine Tractor Operator (Euclid and similar type -  
except Quad 9 Cat.)  
Pneumatic Pipe Ramming Tool and similar types (4" and above)  
Pre-Stressed Wrapping Machine Operator (two (2) Operators required)  
Rubber-Tired Earth Moving Equipment Operator (single engine, over  
50 yds. struck)  
Rubber-Tired Earth Moving Equipment Operator (multiple engine,  
Euclid, Caterpillar and similar - over 25 yds. and up to  
50 yds. struck)  
Tower Crane Repairman  
Tractor Loader Operator (crawler and wheel-type over 6½ yds.)  
Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction  
with hoisting and placing materials)  
Welder-Certified

Woods Mixer Operator (and similar Pugmill equipment)

### **GROUP XI**

Heavy Duty Repairman-Welder Combination (Multi-Shift)  
Welder-Certified (Multi-Shift)

### **GROUP XII**

Auto Grader Operator (Grade Checker and one (1) additional employee required)  
Automatic Slip Form Operator (Grade Checker and one (1) additional employee required)  
Backhoe Operator (over 7 cu. yds. M.R.C., see Crew Size Requirement)  
Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types - Hughes Super Duty, Auger 200 or similar types - drilling depth of 175' maximum)  
Excavator Track/Rubber-Tired – with all attachments (Operating Weight 100,000 lbs. – 200,000 lbs., see Crew Size Requirement)  
Hoe Ram or similar with Compressor  
Hydraulic Casing Oscillator Operator (One (1) additional employee or an Apprentice covered by this Agreement required – drilling depth of 175' maximum)  
Mass Excavator Operator - Less than 750 cu. yds. (two (2) Operators and Oiler or Journeyman trainee required)  
Mechanical Finishing Machine Operator  
Mobile Form Traveler Operator  
Motor Patrol Operator (multi-engine)  
Pipe Mobile Machine Operator (two (2) Operators required)  
Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)  
Rubber-Tired Self-Loading Scraper Operator (paddle-wheel-Augur type self-loading - two (2) or more units)

### **GROUP XIII**

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, up to and including 25 yds. struck)

### **GROUP XIV**

Canal Liner Operator (not less than four (4) employees - Operator, Oiler, Welder, Mechanic, Grade Checker required)  
Canal Trimmer Operator (Operator, Oiler and two (2) other employees covered by this Agreement required)

Drilling Machine Operator, Bucket or Auger Types (Calweld, Auger 200 CA or similar types - Watson, Auger 6000 or similar types - Hughes Super Duty, Auger 200 or similar types - drilling depth of 300' maximum)

Geothermal Drill Rig

Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - \$1.00 per hour additional to base rate)

Wheel Excavator Operator (over 750 cu. yds. per hour - two (2) Operators and one (1) Oiler or Journeyman trainee, and two (2) Heavy Duty Repairmen required)

#### **GROUP XV**

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine - up to and including 25 yds. struck)

#### **GROUP XVI**

Excavator Track/Rubber-Tired – with all attachments (Operating Weight exceeding 200,000 lbs., see Crew Size Requirement)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

#### **GROUP XVII**

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Tandem Tractor Operator (operating crawler type tractors in tandem - Quad 9 and similar type)

#### **GROUP XVIII**

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

### **GROUP XIX**

Rotex Concrete Belt Operator (or similar type)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

### **GROUP XX**

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units-single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

### **GROUP XXI**

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

### **GROUP XXII**

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, up to and including 25 yds. struck)

### **GROUP XXIII**

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

**GROUP XXIV**

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

**GROUP XXV**

Concrete Pump Operator - truck mounted (Oiler required when boom over One Hundred Five (105) feet or 36 meters)

Pedestal Concrete Pump Operator (see Crew Size Requirement)

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

Spyder Excavator Operator, with all attachments

**APPENDIX  
A-1 THROUGH A-4  
CLASSIFICATIONS AND WAGE RATES**

**INCREASE EFFECTIVE DATES**

<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
<u>*\$5.00</u>	<u>*\$4.00</u>	<u>*\$4.00</u>

**CLASSIFICATIONS**

**EFFECTIVE 7-01-22, HOURLY WAGE RATES**

	<b><u>A-1</u></b>	<b><u>A-2</u></b>	<b><u>A-3</u></b>	<b><u>A-4</u></b>
<u>Appendix</u>		<b>**SS</b>	<b>***MS</b>	<b>****</b>
GROUP I	\$ 51.90	\$ 52.90	\$ 52.90	\$ 54.90
GROUP II	52.68	53.68	53.68	55.68
GROUP III	52.97	53.97	53.97	55.97
GROUP IV	54.46	55.46	55.46	57.46
GROUP V	-----	-----	55.56	58.56
GROUP VI	54.68	55.68	55.68	57.68
GROUP VII	-----	-----	55.78	58.78
GROUP VIII	54.79	55.79	55.79	57.79
GROUP IX	-----	-----	55.89	58.89
GROUP X	54.91	55.91	55.91	57.91
GROUP XI	-----	-----	56.01	59.01
GROUP XII	55.08	56.08	56.08	58.08
GROUP XIII	55.18	56.18	56.18	58.18
GROUP XIV	55.21	56.21	56.21	58.21
GROUP XV	55.29	56.29	56.29	58.29
GROUP XVI	55.41	56.41	56.41	58.41
GROUP XVII	55.58	56.58	56.58	58.58
GROUP XVIII	55.68	56.68	56.68	58.68
GROUP XIX	55.79	56.79	56.79	58.79
GROUP XX	55.91	56.91	56.91	58.91
GROUP XXI	56.08	57.08	57.08	59.08
GROUP XXII	56.18	57.18	57.18	59.18
GROUP XXIII	56.29	57.29	57.29	59.29
GROUP XXIV	56.41	57.41	57.41	59.41
GROUP XXV	56.58	57.58	57.58	59.58

\* The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee (7) So. Calif. Partnership for Jobs and (8) Defined Contribution Plan (Annuity).

\*\*Special Shift \*\*\*Multi-Shift Zone Pay (Refer to Art. XIX, Sec. P)

A-2 - \*\*\$1.00 over straight-time rate of pay — A-4\*\*\*\*\$3.00 over straight-time rate of pay

\*\*\*\*Special Sunday-Thursdays Shift



**APPENDIX B**  
**CRANES, PILEDIVING AND HOISTING EQUIPMENT**  
**CLASSIFICATIONS AND WAGE RATES**

**GROUP I**

Engineer Oiler  
Forklift Operator (includes loed, lull or similar types)

**GROUP II**

Truck Crane Oiler

**GROUP III**

A-Frame or Winch Truck Operator  
Ross Carrier Operator (jobsite)  
Spyder Crane

**GROUP IV**

Bridge-Type Unloader and Turntable Operator  
Helicopter Hoist Operator  
Ojjo Earth Truss Driver Machine Operator or similar types  
PD10 Pile Driver (or similar types)  
Snobble Unit (pin-n-go or similar types, see Crew Size Requirement)

**GROUP V**

Hydraulic Boom Truck (Pitman)  
Knuckleboom  
Stinger Crane (Austin-Western or similar type)  
Tugger Hoist Operator (1 drum)

**GROUP VI**

Bridge Crane Operator  
Creter Crane Operator (Oiler required)  
Hoist Operator (Chicago Boom and similar type)  
Lift Mobile Operator (Oiler required)  
Lift Slab Machine Operator (Vagtborg and similar types)  
Material Hoist/Manlift Operator  
Polar Gantry Crane Operator  
Prentice Self-Loader  
Shovel, Dragline, Clamshell Operator (over  $\frac{3}{4}$  yd. and  
up to 5 cu. yds. M.R.C., see Crew Size Requirement)  
Silent Piler  
Tugger Hoist Operator (2 drum)

## **GROUP VII**

Pedestal Crane Operator

Shovel, Dragline, Clamshell Operator (over 5 cu. yds.

M.R.C., see Crew Size Requirement)

Tower Crane Repairman

Tugger Hoist Operator (3 drum)

## **GROUP VIII**

Crane Operator (up to and including 25 ton capacity, see Crew Size Requirement)

Crawler Transporter Operator

Derrick Barge Operator (up to and including 25 ton capacity, see Crew Size Requirement)

Hoist Operator, Stiff Legs, Guy Derrick, or similar type (up to and including 25 ton capacity, see Crew Size Requirement)

Rotational Telehandler Operator

Self-Propelled Modular Transporter (Schuerle, Goldhofer or similar types)

Shovel, Dragline, Clamshell Operator (over 7 cu. yds.

M.R.C., see Crew Size Requirement)

## **GROUP IX**

Crane Operator (over 25 tons, up to and including 50 ton M.R.C., see Crew Size Requirement)

Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C., see Crew Size Requirement)

Highline Cableway Operator

Hoist Operator, Stiff Legs, Guy Derrick, or similar type (over 25 tons, up to and including 50 ton M.R.C., see Crew Size Requirement)

K-Crane

Polar Crane Operator

Self-Erecting Tower Crane Operator Maximum Lifting Capacity ten (10) tons. (One (1) Operator).

## **GROUP X**

ABI/Fundex Machines

Crane Operator (over 50 tons, up to and including 100 ton M.R.C., Oiler required)

Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C., see Crew Size Requirement)

Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 50 tons, up to and including 100 ton M.R.C., see Crew Size Requirement)

Mobile Tower Crane Operator (over 50 tons, up to and including 100 ton M.R.C., two (2) Operators required)  
Shovel, Dragline, Clamshell Operator (over 10 cu. yds. M.R.C., see Crew Size Requirement)

### **GROUP XI**

Crane Operator (over 100 tons, up to and including 200 ton M.R.C., Oiler required)  
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C., see Crew Size Requirement)  
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 100 tons, up to and including 200 ton M.R.C., see Crew Size Requirement)  
Mobile Tower Crane Operator (over 100 tons, up to and including 200 ton M.R.C., two (2) Operators required)  
Peinemann Bundle Extractor (or similar types)  
Tower Crane Operator and Tower Gantry (see Crew Size Requirement)

### **GROUP XII**

Crane Operator (over 200 tons, up to and including 300 ton M.R.C., Oiler required)  
Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C., see Crew Size Requirement)  
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 200 tons, up to and including 300 ton M.R.C., see Crew Size Requirement)  
Mobile Tower Crane Operator (over 200 tons, up to and including 300 ton M.R.C., two (2) Operators required)

### **GROUP XIII**

Crane Operator (over 300 tons, two (2) Operators required)  
Derrick Barge Operator (over 300 tons, see Crew Size Requirement)  
Helicopter Pilot  
Hoist Operator, Stiff Legs, Guy Derrick or similar type (over 300 tons, see Crew Size Requirement)  
Hydraulically Controlled Lift Gantry Operator  
BCR Lift System (over 300 tons, two (2) Operators required)  
Mobile Tower Crane Operator (over 300 tons, two (2) Operators required)

**APPENDIX  
B-1 THROUGH B-4  
CRANES, PILEDIVING AND HOISTING EQUIPMENT  
CLASSIFICATIONS AND WAGE RATES**

**INCREASE EFFECTIVE DATES**

<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
<u>*\$5.00</u>	<u>*\$4.00</u>	<u>*\$4.00</u>

**CLASSIFICATIONS**

**EFFECTIVE 7-01-22, HOURLY WAGE RATES**

<b><u>Appendix</u></b>	<b><u>EFFECTIVE 7-01-22, HOURLY WAGE RATES</u></b>			
		<b><u>**SS</u></b>	<b><u>***MS</u></b>	<b><u>****</u></b>
	<b><u>B-1</u></b>	<b><u>B-2</u></b>	<b><u>B-3</u></b>	<b><u>B-4</u></b>
GROUP I	\$ 53.25	\$ 54.25	\$ 54.25	\$ 56.25
GROUP II	54.03	55.03	55.03	57.03
GROUP III	54.32	55.32	55.32	57.32
GROUP IV	54.46	55.46	55.46	57.46
GROUP V	54.68	55.68	55.68	57.68
GROUP VI	54.79	55.79	55.79	57.79
GROUP VII	54.91	55.91	55.91	57.91
GROUP VIII	55.08	56.08	56.08	58.08
GROUP IX	55.25	56.25	56.25	58.25
GROUP X	56.25	57.25	57.25	59.25
GROUP XI	57.25	58.25	58.25	60.25
GROUP XII	58.25	59.25	59.25	61.25
GROUP XIII	59.25	60.25	60.25	62.25

\*The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee (7) So. Calif. Partnership for Jobs and (8) Defined Contribution Plan (Annuity).

\*\*Special Shift

\*\*\*Multi-Shift

B-2 - \*\*\$1.00 over straight-time rate of pay — B-4\*\*\*\*\$3.00 over straight-time rate of pay

\*\*\*\*Special Sunday-Thursdays Shift

Zone Pay (Refer to Art. XIX, Sec. P)

## TRUCK CRANE CRANE AND HOISTING EQUIPMENT OPERATORS

### Qualifications and Certification:

1. The parties signatory hereto have established a Certification Program for all operators of cranes in excess of a 7.5-ton lifting capacity or 25 feet of boom length. A committee of not less than three (3) management representatives and three (3) union representatives selected by established program procedures will manage and oversee the program's operations.

2. Testing shall be conducted at training sites operated by the Training and Retraining Trust. In addition, testing sites may be designated at employers' places of business or other locations designated by the committee to give a test to all operators. Irrespective of the test site, testing is to be conducted by an independent and impartial testing organization and/or independent contractor(s) selected by the committee. With thirty (30) days' written notice, the committee will have the unqualified right to terminate the current independent testing organization and/or independent contractors and select others in accordance with established program procedures. The cost associated with the testing is the sole responsibility of the Training and Retraining Trust.

3. All operators must initially participate in the written and practical test with no exception. In the event the operator is applying for certification of more than one (1) type and size of crane, he must pass the test for each specific crane separately. Passing of the written test is the successful completion of the written examination with a minimum of seventy percent (70%) correct response. All operators at a minimum must pass a Department of Transportation physical and a substance abuse test before making an application for testing. At the end of the three (3) calendar years, each operator must take a current written exam, and provide current proof of passing a Department of Transportation physical and substance abuse test. A practical exam would also be required if the operator is unable to document at least 1000 hours of experience during the immediately preceding certification period, operating the specific crane-type or hoisting equipment for which recertification is sought.

a. An operator applying for recertification and not wishing to take the practical exam must provide a complete employment record of the past three (3) calendar years. The employment record must include but is not limited to the following items:

- (1) Name, address, telephone number, verifying supervisors at past and present employment covering the past five (5) calendar years.
- (2) Make and model of cranes or hoisting and equipment operated.
- (3) Total hours of operation for this employee

b. Waiver of the practical examination will only be granted after review and verification of the employment record.

4. Trainees may be authorized to operate crane and hoisting equipment provided they are under the supervision of an operator possessing a current, valid Certification of Competence for the specific crane-type or hoisting equipment being operated by the trainee.

5. It is also agreed between the parties that if any public or private authority should enact or impose any statute, law, regulation or specification that this testing program does not accommodate, then the committee shall meet to resolve such issues.

6. If the above procedures are not followed, then it will be deemed a violation of this Agreement. This includes instructions to employees to take any other test or certification unless agreed upon by the Union.

7. Exemptions:

a. The operation of a crane or hoisting equipment with a lift capacity or boom length dimension below that stipulated in paragraph 1 will not require the operator to be certified.

b. The operation of a crane or hoisting equipment solely for testing, inspection, and/or maintenance of the crane or hoisting equipment will not require the operator to be certified.

8. A Contractor found violating any portion of this Truck Crane and Hoisting Equipment Operators Qualifications and Certification, as determined by the grievance procedure, shall immediately pay compensatory damages in the amount of one (1) day's pay at the highest journeyman rate under this Agreement for each day or portion thereof the violation occurred, such damages to be made payable to the Operating Engineers Health and Welfare Fund.

**APPENDIX C  
SURVEYOR  
CLASSIFICATIONS AND WAGE RATES**

**GROUP I**

Chainman

**GROUP II**

Rodman

**GROUP III**

Ground Penetrating Radar Operator (when used in conjunction with survey work)

Instrumentman

Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with survey work)

**GROUP IV**

Global Position Systems Chainman and Rodman

Hydrographic Engineering Technician I (Chainman)

Wild Gyroscope Instrumentman

**GROUP V**

Party Chief

**GROUP VI**

E.D.M. or Fathometer Instrumentman

**GROUP VII**

Certified Party Chief

**GROUP VIII**

Hydrographic Engineer Party Chief

**GROUP IX**

Certified Hydrographic Engineer Party Chief

Global Position Systems Party Chief

**GROUP X**

California LS Party Chief

Chief of Parties

Two (2) or more crews

**APPENDIX  
C-1 THROUGH C-4  
SURVEYOR  
CLASSIFICATIONS AND WAGE RATES**

**INCREASE EFFECTIVE DATES**

<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
<u>*\$5.00</u>	<u>*\$4.00</u>	<u>*\$4.00</u>

**CLASSIFICATIONS**

**EFFECTIVE 7-01-22, HOURLY WAGE RATES**

<u>Appendix</u>	<u>C-1</u>	<u>**SS</u> <u>C-2</u>	<u>***MS</u> <u>C-3</u>	<u>****</u> <u>C-4</u>
GROUP I	\$ 53.82	\$ 54.82	\$ 54.82	\$ 56.82
GROUP II	54.46	55.46	55.46	57.46
GROUP III	54.68	55.68	55.68	57.68
GROUP IV	54.96	55.96	55.96	57.96
GROUP V	56.76	57.76	57.76	59.76
GROUP VI	55.18	56.18	56.18	58.18
GROUP VII	58.81	59.81	59.81	61.81
GROUP VIII	56.76	57.76	57.76	59.76
GROUP IX	58.81	59.81	59.81	61.81
GROUP X	59.51	60.51	60.51	62.51

\*The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee, (7) So. Calif. Partnership for Jobs and (8) Defined Contribution Plan (Annuity).

\*\*Special Shift

\*\*\*Multi-Shift

C-2 - \*\*\$1.00 over straight-time rate of pay — C-4\*\*\*\*\$3.00 over straight-time rate of pay

\*\*\*\*Special Sunday-Thursaday Shift

Zone Pay (Refer to Art. XIX, Sec. P)



**APPENDIX D  
TUNNEL  
CLASSIFICATIONS AND WAGE RATES**

**GROUP I**

Heavy Duty Repairman Helper

**GROUP II**

Skiploader (wheel type up to  $\frac{3}{4}$  yd. without attachment)

**GROUP III**

Chainman

Power - Driver Jumbo Form Setter Operator

**GROUP IV**

Dinkey Locomotive or Motorman (up to and including 10 tons)

Rodman

**GROUP V**

Bit Sharpener

Equipment Greaser (Grease Truck)

Instrumentman

Multi Service Vehicle (MSV) Operator

Slip Form Pump Operator (power driven hydraulic lifting device  
for concrete forms)

Tugger Hoist Operator (1 drum)

Tunnel Locomotive Operator (over 10 and up to and including 30  
tons)

Welder - General

**GROUP VI**

Backhoe Operator (up to and including  $\frac{3}{4}$  yd.) Small Ford, Case  
or similar types

Drill Doctor

Grouting Machine Operator

Heading Shield Operator

Heavy Duty Repairman

Jumbo Pipe Carrier

Loader Operator (Athey, Euclid, Sierra and similar types)

Mucking Machine Operator ( $\frac{1}{4}$  yd. - Oiler or Journeyman trainee  
required - rubber-tired, rail or track type)

Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or  
similar type)

Pneumatic Heading Shield (tunnel)

Pumpcrete Gun Operator

Tractor Compressor Drill Combination Operator

Tugger Hoist Operator (2 drum)

Tunnel Locomotive Operator (over 30 tons)

**GROUP VII**

Heavy Duty Repairman-Welder Combination

**GROUP VIII**

Party Chief

**GROUP IX**

Tunnel Mole Boring Machine Operator

**GROUP X**

Certified Chief of Party

**GROUP XI**

California LS Party Chief

**APPENDIX D-1  
TUNNEL  
CLASSIFICATIONS AND WAGE RATES**

**INCREASE EFFECTIVE DATES**

<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
<u>*\$5.00</u>	<u>*\$4.00</u>	<u>*\$4.00</u>

**CLASSIFICATIONS**

**EFFECTIVE 7-01-22, HOURLY WAGE RATES**

<b>Appendix</b>	<b><u>D-1</u></b>
GROUP I	\$ 53.75
GROUP II	54.53
GROUP III	54.82
GROUP IV	54.96
GROUP V	55.18
GROUP VI	55.29
GROUP VII	55.41
GROUP VIII	56.76
GROUP IX	55.71
GROUP X	58.81
GROUP XI	59.51

\*The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee, (7) So. Calif. Partnership for Jobs and (8) Defined Contribution Plan (Annuity).

Zone Pay (Refer to Art. XIX, Sec. P)

**APPENDIX E**  
**FIELD SOILS AND MATERIAL TESTER**  
**BUILDING/CONSTRUCTION INSPECTOR**  
**CLASSIFICATIONS AND WAGE RATES**

**GROUP I**

Field Soils and Material Tester  
Field Asphaltic Concrete (Soils and Material Tester)  
Field Earthwork (Grading Excavation and Filling)  
Roof Inspector  
Water Proofer

**GROUP II**

AWS-CWI Welding Inspector  
Building/Construction Inspector  
Firestopping Inspector  
Ground Penetrating Radar Operator (when used in conjunction with field soils and material testing - building/construction inspection)  
Licensed Grading Inspector  
Reinforcing Steel  
Reinforced Concrete  
Pre-Tension Concrete  
Post-Tension Concrete  
Structural Steel and Welding Inspector  
Glue-Lam and Truss Joints  
Truss-Type Joint Construction  
Shear Wall and Floor System used as diaphragms  
Concrete Batch Plant  
Spray-Applied Fireproofing  
Structural Masonry

**GROUP III**

Nondestructive Testing (NDT)  
Unmanned Aircraft Systems (UAS Drones) Operator (when used in conjunction with field soils and material testing – building/construction inspection)

The above classifications shall be recognized as the jurisdiction of the Operating Engineers. It is further understood that these classifications noted herein shall not apply to laboratory work but be defined as jobsite work only.

There may be instances where an Inspector is required by the employer to do both laboratory and field testing in which event they will be covered by the Agreement.

When a question arises as to the duties of an Inspector or Soils Material Tester, the International Union of Operating Engineers, Local Union No. 12 Inspection Handbook will

be referred to which contains all duties pertaining to Inspectors and Soils Material Testers and will be supplied by Local Union No. 12 on request.

The employer shall furnish all special material testing equipment and equipment requiring calibration to the employee as needed. The inspectors shall furnish their own hand tools.

When required to report at the contractor's office before going to work and after work, employee's time will start and end at the contractor's office.

**APPENDIX  
E-1 THROUGH E-4  
FIELD SOILS AND MATERIAL TESTER  
BUILDING/CONSTRUCTION INSPECTOR  
CLASSIFICATIONS AND WAGE RATES**

**INCREASE EFFECTIVE DATES**

<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
<u>*\$5.00</u>	<u>*\$4.00</u>	<u>*\$4.00</u>

**CLASSIFICATIONS**

**EFFECTIVE 7-01-22, HOURLY WAGE RATES**

<u>Appendix</u>	<u>E-1</u>	<u>**SS</u> <u>E-2</u>	<u>***MS</u> <u>E-3</u>	<u>****</u> <u>E-4</u>
GROUP I	\$ 52.68	\$ 53.68	\$ 53.68	\$ 55.68
GROUP II	54.46	55.46	55.46	57.46
GROUP III	56.46	57.46	57.46	59.46

\*The Union may elect as its option, upon at least sixty (60) days' written notice to allocate the increase indicated to: (1) Hourly Wage Rates, (2) Health and Welfare, (3) Pension, (4) Vacation-Holiday and/or Supplemental Dues, (5) Joint Apprenticeship and Journeyman Retraining Fund, (6) Engineers Contract Compliance Committee, (7) So. Calif. Partnership for Jobs and (8) Defined Contribution Plan (Annuity).

**APPRENTICE WAGE RATES**

Based on Appendix E, Group II, E-1, E-2, E-3 and E-4  
(Building/Construction Inspector)

Step I	0 - 1000 hrs.	@ 60%
Step II	1000 - 2000 hrs.	@ 65%
Step III	2000 - 3000 hrs.	@ 70%
Step IV	3000 - 4000 hrs.	@ 75%
Step V	4000 - 5000 hrs.	@ 80%
Step VI	5000 - 6000 hrs.	@ 90%

All shift pay or premiums entitled to be paid under the terms of this Agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

At no time shall the above apprenticeship wage rates exceed the Group I and Group II rates of this Appendix E.

\*\*Special Shift    \*\*\*Multi-Shift

E-2 - \*\*\$1.00 over straight-time rate of pay — E-4\*\*\*\*\$3.00 over straight-time rate of pay

\*\*\*\*Special Sunday-Thursdays Shift

Zone Pay (Refer to Art. XIX, Sec. P)

**APPENDIX F  
CONTRIBUTIONS PAYABLE TO TRUST FUNDS**

	<u>EFFECTIVE DATES</u>			
	<u>7-01-21</u>	<u>7-01-22</u>	<u>7-01-23</u>	<u>7-01-24</u>
Health & Welfare Plan (Article VIII).....	\$11.85	\$12.35		
Pension Trust (Article IX) .....	9.65	9.65		
Defined Contribution Plan (Annuity) (Article X).....	3.50	4.50		
Vacation-Holiday Fund (\$3.15) & Supplemental Dues (\$1.70) (Article XI & Article XIII).....	3.60	4.85		
Joint Apprenticeship & Journeyman Retraining Fund (Article XII).....	1.05	1.05		
Engineers Contract Compliance Committee Fund - (ECCC) (Article XIV).....	0.15	0.15		
Construction Advancement Fund (Article XV).....	0.14	0.14		
So. Calif. Partnership for Jobs Fund (Article XVI).....	0.10	0.10		

The Apprenticeship Standards will be modified as follows and shall apply to all Step I Apprentices indentured after June 16, 1992. No Pension contributions will be acquired for the first 2,000 hours. After completion of 2,000 hours, fringe benefit payments will include Pension Fund.

The above contributions will be made on the basis of straight-time or overtime worked or paid each employee under the terms of this Appendix. The Contractor shall pay fringe benefit contributions to the Operating Engineers Trust at the specified hourly wage rates on all hours of employment (worked or paid) of each employee who performs any work whatsoever of the nature covered by this Agreement.

The Contractors signatory to this Agreement shall recognize that the Retirees of the Operating Engineers Union are in need of a periodic increase in their benefits to keep abreast of economic factors such as inflation and normal cost of living increases.

Therefore, we are proposing the hourly pension contribution reflect a One Dollar (\$1.00) per hour increase over the term of the Agreement to be allocated as follows:

- Effective July 1, 2007, fifty cents (50¢) per hour
- Effective July 1, 2008, twenty-five cents (25¢) per hour
- Effective July 1, 2009, twenty-five cents (25¢) per hour

This One Dollar (\$1.00) per hour increase is over and above the existing contribution rate of Four Dollars and five cents (\$4.05) per hour.

The increased amount shall be utilized as set forth hereafter to increase benefits and improve the funding condition to the Pension Plan. Within sixty (60) days of adoption of this Agreement the Board of Trustees shall adopt a Plan Amendment which: (1) Effective July 1, 2007, increases pension benefits, in accord with past practice, for Active Plan Participants by Three Dollars (\$3.00) per pension credit. (2) Effective July 1, 2007, provides that pensioners on the rolls as of June 30, 2007, and on the rolls as of December 1, 2007, shall receive a thirteenth (13<sup>th</sup>) check in December 2007 and further provides an identical benefit increase for pensioners on the rolls as of June 30, 2008, June 30, 2009, June 30, 2010, June 30, 2011 and June 30, 2012, if they are on the rolls as of December 1, of the same calendar year.

It is further agreed that in the event there is insufficient margin existing in the Pension Fund to increase the benefits as noted herein, the Union shall have the option of allocating a portion of their negotiated increase to pay for the increase, or foregoing the increase, however, the margin that may be created during the life of this Agreement shall first be used before any further allocations are made.



## PROCEDURE FOR RESOLVING TRUST FUND DISPUTES

1. Pending amendment of the Trust Agreements, by all of the parties to the Trust Agreement, the following procedure shall be used to resolve any Trust Fund dispute in the event there is a deadlock in implementing the increases noted above.

a. The deadlocked dispute shall be submitted to the Labor-Management Adjustment Board consisting of three (3) persons from the Contractors Negotiating Committee and three (3) persons from the Operating Engineers Negotiating Committee, all of whom participated in the negotiations, for a determination of the deadlocked motion. The parties' Trustees shall also be present as observers. There shall be no alternates appointed by either party. In the event of a deadlock, the parties shall select an Arbitrator in accordance with Article V of this Agreement. The Arbitrator shall rule only on the provisions outlined in this Appendix F. The Trustees shall be obligated to carry out the instruction resulting from this process with respect to Appendix "F" of the Collective Bargaining Agreement.

b. If either party fails to meet with the Labor-Management Adjustment Board within thirty (30) days of submission of the dispute, or if the Labor-Management Adjustment Board fails to meet within thirty-nine (39) days of the submission to it of the dispute, the decision of the Labor-Management Adjustment Board shall be against the party that failed to meet, or whose members of the Labor-Management Adjustment Board failed to meet.

## APPENDIX G

Air-conditioned cabs shall be provided on all equipment working in temperatures of 100-degree F° or more.

This shall apply to new equipment purchased after January 1, 1982, when available from the original manufacturer. No employee shall be required to operate certain types of equipment, on projects of more than thirty (30) working days duration, unless that equipment has an air-conditioned cab when the ambient temperature exceeds one hundred (100) degrees F. It is understood between the parties that perhaps there are certain types of equipment that would be impossible to equip with air-conditioning for the comfort of the operator, such as self-propelled rollers, Barber Greene or similar types of paving equipment, compressor, forklifts, pumps, concrete pumps, conveyor systems, barges, small wheel loaders, trenching machines, Dinky locomotive, drilling machines, Hydra-Hammer, Ross Carrier, Stinger cranes, bending machines, tuggers, Bridge cranes, hoists, belt loaders, mucking machines, concrete mixers and tower cranes.

It is further understood that there are other types of equipment than those referred to above which may be excluded or inadvertently omitted, in which event, the parties shall meet and attempt to resolve the matter. If the dispute cannot be resolved at the meeting, the parties may refer the dispute to the grievance and arbitration provisions of this Agreement.

## APPENDIX H APPRENTICE WAGE RATES

Based on Appendix A, Group VI, A-1, A-2, A-3 and A-4 of this Agreement

Apprentices operating equipment set forth in Group XIII through XXV of Appendix A will receive the applicable wage rate for that Group.

Step I	0 - 1000 hrs.	@ 60%
Step II	1000 - 2000 hrs.	@ 65%
Step III	2000 - 3000 hrs.	@ 70%
Step IV	3000 - 4000 hrs.	@ 75%
Step V	4000 - 5000 hrs.	@ 80%
Step VI	5000 - 6000 hrs.	@ 90%

All shift pay or premiums entitled to be paid under the terms of this Agreement shall be paid in full and added to the Apprentice Base Wage Rate, for all hours worked or paid.

At no time shall the above apprenticeship wage rates exceed any of the Journeyman Group Rates of this Agreement.

The Apprenticeship Standards will be modified as follows and shall apply to all Step I Apprentices indentured after June 16, 1992. No Pension contributions will be acquired for the first 2,000 hours. After completion of 2,000 hours, fringe benefit payments will include Pension Fund.

Signature page of the SAN DIEGO COUNTY MASTER LABOR AGREEMENT between the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12** and the **ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER, INC.**, that became effective July 1, 2022.

**ASSOCIATED GENERAL CONTRACTORS OF AMERICA – SAN DIEGO CHAPTER, INC.**

  
\_\_\_\_\_  
Signed by: Eddie Sprello Title CEO

\_\_\_\_\_  
Signed by: \_\_\_\_\_ Title \_\_\_\_\_

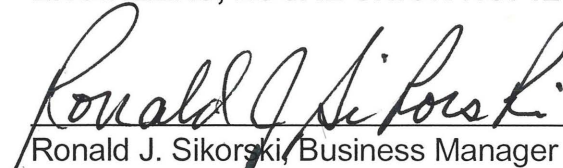
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**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12**

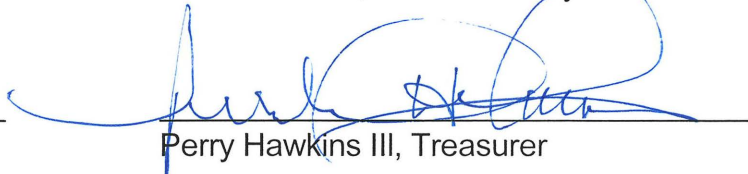
  
\_\_\_\_\_  
Ronald J. Sikorski, Business Manager

  
\_\_\_\_\_  
Larry Davison, President

  
\_\_\_\_\_  
David Garbarino, Vice President

  
\_\_\_\_\_  
Shawn Kinsey, Rec-Corres. Secy.

  
\_\_\_\_\_  
David Sikorski, Financial Secy.

  
\_\_\_\_\_  
Perry Hawkins III, Treasurer

## AMENDMENT TO THE AGREEMENT

The application of Davis Bacon on all totally federally funded projects only, specifically state that the wage rates at the time of bidding shall prevail for the duration of the project.

Contractors who are signatory to a Local 12 Agreement are placed at a distinct disadvantage as they are required to pay any increases in wage rates that have been negotiated between the parties. To place the signatory Contractor in a more advantageous position, Local 12 hereby agrees that the wage rate in effect at the time job is bid shall continue for the duration of the job. However, if the parties to the Agreement negotiate any increases in the contribution rate to the various Trusts, then those increases shall become payable on the same day and in the same amount as noted in the Agreement regardless of the requirements of the Davis Bacon Rules for that particular job.

In the event the Davis Bacon Rules are changed that would allow any increases in the wage rate for the members employed, then those increases shall be extended to all employees working in the Operating Engineers classification.

It is further agreed that any signatory Contractor desiring to take advantage of the provision shall notify the Business Manager at 150 Corson Street, Pasadena, California 91103 and shall be effective only upon receipt at the Union's Main Office, Certified Mail Return Receipt Requested, of their award on a particular job stating the location of the job and the Engineers' estimate.

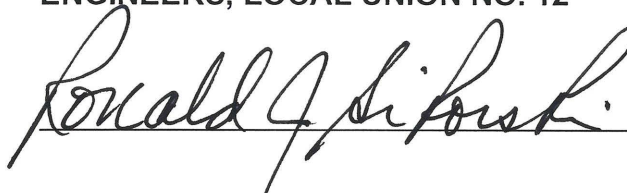
Failure to notify within thirty (30) days prior to work commencing shall cause this understanding to be null and void and the Employer will be required to pay the rates prevailing for wage and contributions to the Union Trusts.

**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, SAN DIEGO CHAPTER,  
INC.**

  
\_\_\_\_\_

Date: 9/14/2022

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 12**

  
\_\_\_\_\_

Date: 9/15/22

**ADDENDUM  
EMERGING BUSINESS SUBCONTRACTING**

In the event that a public works project contains a Disadvantage Business Enterprise (DBE), Disabled Veteran Business Enterprise (DVBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE) or Women Business Enterprise (WBE) percentage goal as a requirement, the Employer shall be allowed to contract with the CERTIFIED DBE, DVBE, MBE, SBE and WBE, as long as said subcontractor is willing to sign a project specific labor agreement with the Union for work covered under the Unions Master Labor Agreement. This Addendum will be in effect until June 30, 2025.

**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, SAN DIEGO CHAPTER,  
INC.**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 12**



Date: 9/14/2022

Date: 9/16/22

**SIDE LETTER OF AGREEMENT  
JOINT VENTURE**

In some instances, a Contractor signatory hereto, Joint Ventures with a non-signatory Contractor to bid certain projects.


In these instances, the Union agrees to meet with the signatory Contractor to try to work out an Agreement for the project in question. The Union will not unduly deny the Contractors request without good cause.

**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, SAN DIEGO CHAPTER,  
INC.**

  
\_\_\_\_\_

Date: 9/14/2022

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 12**

  
\_\_\_\_\_

Date: 9/16/22

**MEMORANDUM OF UNDERSTANDING**

Whereas the parties recognize the critical need for signatory contractor competitiveness and Union jurisdictional retention as technological advancements impact labor needs in the construction industry, the parties are committed to collaborating to determine scope, manning provisions, and economic guidelines for new and emerging technology, including, but not limited to, autonomous equipment.

The parties hereby agree to form a Labor-Management group to discuss new and emerging technology as advancements are realized. This Labor-Management group shall meet no less than each quarter of any given year this Memorandum of Understanding remains in effect. However, either party to this Agreement may request an interim meeting and the responding party shall provide available dates within 30 days. Time limits may be extended upon mutual agreement.

This Memorandum of Understanding will be in effect until June 30, 2025.

**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA, SAN DIEGO CHAPTER,  
INC.**

  
\_\_\_\_\_

Date: 9/14/2022

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 12**

  
\_\_\_\_\_

Ronald J. Sikorski, Business Manager

Date: 9/16/22




**SIDE LETTER OF AGREEMENT  
INERTIAL PROFILER CLASSIFICATION**

It is understood that the Inertial Profiler Operator Classification in Appendix A, Group I of the San Diego Master Labor Agreement is not applicable when used for design/pre-survey.

This Side Letter of Agreement will hereby be attached to the 2022-2025 San Diego Master Labor Agreement.

**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA SAN DIEGO CHAPTER, INC.**

  
\_\_\_\_\_

Date: 9/14/2022

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 12**

  
\_\_\_\_\_

Ronald J. Sikorski, Business Manager

Date: 9/16/22

**MEMORANDUM OF AGREEMENT  
ELBE, SLBE, DBE AND MBE**

Local Union No. 12 continues to grant the Contractor Associations “free rein” in the hiring of non-signatory subcontractors registered or listed Emerging Local Business Enterprises (ELBE), Small Local Business Enterprises (SLBE), Disabled Veteran Business Enterprises (DVBE), Disadvantage Business Enterprises (DBE) required by the City of San Diego.

It is agreed that the Union and the Contractors will work together to either eliminate or modify the requirement by the City of San Diego or the ELBE, SLBE, DBE and the MBE as noted herein.

It is further understood that the Contractors will submit to the Union a list of the Subcontractors performing work on their projects, the type of work they are performing and the amount of the Subcontractor’s bid.


Failure to do so violates their agreement with respect to the ELBE, SLBE, DBE and MBE and the Contractor who is found in violation of the provision will no longer be allowed the “free rein” use of the ELBE, SLBE, DBE and MBE on the next project he is awarded.


This provision shall be limited to the boundaries of the City of San Diego and any construction projects outside the San Diego City limits will be performed under the terms and conditions setting forth the contract between the parties.

The contract shall terminate on June 30, 2025, including the Memorandum of Agreement on the ELBE, SLBE, DBE and MBE.

**ASSOCIATED GENERAL CONTRACTORS  
OF AMERICA SAN DIEGO CHAPTER,  
INC.**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL UNION NO. 12**

  
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Date: 9/14/2022

  
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Date: 9/14/22