

RESOLUTION NO. 2862

ADOPTING THE PREVAILING WAGE SCALE
IN ACCORDANCE WITH SECTION 1770 OF
THE STATE LABOR CODE

RESOLVED, in accordance with Section 1770 of the Labor Code of the State of California, that the City Council of the City of Lodi does hereby determine that the general prevailing rates of per diem wages paid in the City of Lodi are as shown on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.

FURTHER RESOLVED, that Resolution No. 2740 is hereby repealed.

Dated: September 15, 1965

I hereby certify that the foregoing Resolution No. 2862 was duly and regularly passed and adopted by the City Council of the City of Lodi at a regular meeting thereof held Wednesday, September 15, 1965, by the following vote:

AYES: Councilmen - BROWN, CULBERSON, DOW,
WALTON and KIRSTEN

NOES: Councilmen - None

ABSENT: Councilmen - None

Estelle Gaudin
City Clerk



SCALES OF WAGES FOR BUILDING & CONSTRUCTION TRADES
IN SAN JOAQUIN COUNTY & VICINITY

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CLASSIFICATION	WAGES PER HOUR	HOURS PER DAY	HOURS PER WEEK	HEALTH AND WELFARE	VACATION	PENSION	DAILY SUB.	SUNDAYS AND HOLIDAYS	OVER-TIME	NEXT PAY RAISE	CONTRACT EXP. DATE
ASBESTOS WORKERS:		8	40	25¢ PH	36¢ PH	20¢ PH	\$10.00 Per Day	Double	Double	2-1-66	7-31-61
JOURNEYMAN	\$5.59										
FOREMAN	5.84										
GEN. FOR MAN	6.09										
Also, 2¢ per hour for Apprenticeship Training Program											
BOILERMAKERS:		0	LO	10¢ PH	15¢ PH	10¢ PH	\$8.00 per day over 40 Miles	Double	Double		9-30-61
FOREMAN	\$5.25										
ASST. FOREMAN (PUSHER)	5.50										
JOURNEYMAN	5.25										
HELPER	L.95										
BRICKLAYERS:		8	40	15¢ PH	10¢ PH		\$6.50 Per Day	Double	Double	9-1-65	8-31-67
JOURNEYMAN	\$4.83									25¢ Per Hr. additional	
FOREMAN	5.08										
BRICK HOD CARTE S:	\$3.955	8	40	20¢ PH	20¢ PH	15¢ PH	15-30 Mi. 1 hr. pay beyond 30 mi. \$6.50 per day for 7 days	Double	Double	8-15-66	8-15-67
CARPET & LIN. LAYERS:	\$4.825	8	40	13½¢ PH	2% first yr. 15¢ PH thereafter of straight time	15¢ PH	\$10.00 Per Day	Double	Double	9-13-65	6-1-67
CARPENTERS:		8	40	23¢ PH	15¢ PH	25¢ PH	\$6.00 Per day in Sub. area.	Double	First 4 hours 1½ times. After 4 hrs. double time.	6-16-66	6-16-60
Journeyman	\$4.65										
Foreman	5.15										
Millwrights	11.95										
Hardwood floor Lyr.	4.80										
Shinglers	4.80										
Millmen	3.675			\$25.20 Per month	(Pro-rated on) 10¢ PH (hours worked) "		\$8.00 (when away from home)	Double	First 3 hrs. 1½ times. Double thereafter.		7-1-66
Mill Helper	2.285										
Note: Carpenters have 1/2¢ PH paid into Apprenticeship Training Program to be increased to 1¢ PH 12-1-65.											
TILE SETTERS	\$4.60 4.70	A	LO		15¢ PH 20¢		\$8.00	Double	Double		8-31-65

	WAGES PER HOUR	HOURS PER DAY	HOURS PER WEEK	HEALTH AND	VACATION	PENSION	DAILY SUB.	SUNMYS AND HOLIDAYS	OVER-	NEXT PAY RAISE	CONTRACT EXP. DATE
LABORERS- (GROUP I CONT'D)											
Tree Climbers	\$4.025	8	40	20¢ FH	20\$ FH	15¢ FH	(East of Highway 49) \$7.00 Per day	Double	1½	6-16-66	6-16-66
Vibra-Screed--Bull float in connection with laborers' work											
GROUP II	\$3.875	8	40	20¢ FH	20¢ FH	15¢ FH	(East of Highway 49) \$7.00 Per day	Double	1½	'	"
Asphalt Shovelers											
Cement Dumpers											
Choke-setter and Rigger (clearing work)											
Concrete Chipping and Grinding											
Concrete Laborers (Wet or Dry)											
Driller's Helpers, Chuck Tenders, and/or Portable Bit and Tool Grinder, Nipper											
Guinea Chaser (Stakeman)											
High Pressure Nozzleman-Hydraulic Monitor (over 100 pounds pressure) excluding levee work.											
Loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction											
Pittsburg Chipper, and similar type brush shredders											
Sloper											
Gypsum work (Wet or Dry)											
GROUP III	\$3.775	8	40	20¢ FH	20¢ FH	15¢ FH	(East of Highway 49) \$7.00 per day	Double	1½	'	"
All cleanup work of debris, grounds and buildings including, but not limited to street cleaners and initial window cleaning											
Bridge Laborers											
Construction Laborers											
Dumpman											
Flapmen, Watchmen											
Gardeners, Horticultural, and Landscape Laborers											
General Laborer											
Limbers, Brush Loaders and Pilers											
Maintenance, Repair Trackmen and Road Beds (in tunnels, \$0.125 per hour additional)											
TILE SETTERS HELPERS:	\$3.45	8	40		16¢ FH		\$8.00	Double	Double		3-16-66

GLAZIERS:

WAGES PER	HOURS PER DAY.	HOURS PER WEEK	HEALTH AND WELFARE	VACATION	PENSION	DAILY SUB.	SUNDAYS AND HOLIDAYS	OVER-	NEXT PAY RAISE	CONTRACT EXP. DATE
	8	40	22¢ PH	20¢ PH	5¢ PH	\$7.00	Double	1	5-1-66	5-1-68

TEAMSTERS: (Cont'd.)

5,000 & under 7,000 gals \$4.465

Jetting Truck (Use appropriate Water Truck Rate)

DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling Aqua/Pak, water tank trailers and Fuel and/or Grease Tank trailers, or other miscellaneous trailers. \$4.79

Vacuum Trucks

Under 3,500 gals L.235

3,500 gals & under 5,500 gals. 4.315

5,500 gals. & under 7,500 gals. 4.415

Nipper Truck (When Flat Rack Truck is used appropriate Flat, Rack rate shall apply) 4.055

Concrete Lump Truck (When Flat Rack Truck is used appropriate Flat Rack rate shall apply) 4.055

Concrete Pump Machine 4.055

Scissor Truck 4.25

Helicopter Pilot (When transporting men or materials) 5.09

Industrial Lift Truck (Mechanical Tailgate) Use appropriate Flat Rack Rate

Dumpster or similar Type Use appropriate yardage Rate of pay

Rubber Tired Muck Car 4.325 (Not self-loaded)

Rubber Tired Truck Jumbo 4.365

(Men regularly employed underground on tunnel work shall be paid \$1.00 per day premium for such work, provided that such employment underground on tunnel work continues for at least 4 hours.)

Lift Jitneys and Fork Lift 4.185

Winch Truck and "A" Frame Drvr. 4.365

Small Rubber Tired Tractor 4.25 (When used within Teamsters Jurisdiction)

Comb. Winch Truck with hoist 4.305

Hydro-lift or Swedish Crane Type 4.365 (Including when Swedish crane is used for jetting)

Bugeymobile 4.365

Ross Hyster & Similar Straddle Carrier 4.395

Self-propelled Street Sweeper with self-contained refuse bin 4.59

P.B. or similar type self-loading truck L.69

Bus or Manhaul Driver 4.055

Escort or Pilot Car Driver 4.055

TEAMSTERS: (Cont'd.)
CLASSIFICATION

	WAGES PER HOUR	HOURS PER DAY	HOURS PER WEEK	HEALTH AND WELFARE	VACATION	PENSION	DAILY SUB.	SUNDAYS AND HOLIDAYS	OVER- TIME	NEXT PAY PERIOD	CONTRACT EXP. DATE
Pickup Trucks	\$4.055	8	40	22¢ PH	20¢ PH	5¢ HH	\$7.00	Double	1½	5-1-66	5-1-68
Helpers	4.055										
Hook Tenders	4.055	(When doing work in Teamster jurisdiction, including loading and unloading)									
Team Drivers	4.055										
Warehousemen	4.055										
Warehouse Clerk/Farts Man (Job site Construction; Permanent yards where an employe covered by this Agreement is presently assigned to the work).	4.10										
Truck Dispatcher (Shall apply only where a full time employee of the contractor is assigned to the work at the sole discretion of the contractor)	4.44										
Fuel and/or Grease Truck Driver or Fuelman	4.22										
Teamster Oiler and/or Greaser and/or Service Man	4.13										
Tire Repairman	4.59	(Shall apply only where a full time employee of the contractor is assigned to the work).									
Truck Repairman	4.725										
Truck Repairman Helper	4.225										
Single Unit Flat Hack	4.15	(2 axle unit)									
Single Unit Flat Hack	4.25	(3 axle unit)									
Heavy Duty Transport (High Red)	4.37										
Heavy Duty Transport	4.50	(Gooseneck Low Bed)									
Combination Bootman & Road Oiler	4.495										
Road Oil Trucks or Bootman	4.145										
Scarifier Burner	Use appropriate Rate for Power Unit										
Snow Buggies	4.055	(Shall apply only where a full time employee of the Contractor is assigned to the work at the sole discretion of the Contractor)									
Snow Goad and/or Snow Flow	4.59										
Slurry Truck	Use appropriate Dump Truck Rate										
Fuel Island Attendant, or Combination Tit and/or Grease rack & Fuel Island Attendant (Shall apply only where a full time employee of the Contractor is assigned to the work at the sole discretion of the Contractor)	4.22										
Fire Guard	Use appropriate rate for the equipment utilized (Where a full time employe of thr Contractor is assigned to thr work)										
Tilt Bed Trailer or Flat Bed Full Trailers - 12½¢ per hour above rate for towing unit.											
Steam Cleaning	4.055	(When an employe is assigned to this work on a full time basis)									
LATHERS:	RL20	8	40	15¢ PH	50¢ PH		\$6.00	Double	Double		1-1-66

	WAGES PER HOUR	HOURS PER DAY	HOURS PER WEEK	HEALTH AND WELFARE	VACATION	PENSION	DAILY SUB.	SUNDAYS AND HOLIDAYS	OVER- TIME	NEXT PAY RAISE	CONTRACT EXP DATE
PLASTERERS: (Journeyman)	44.675	8	40	15¢ FH	356 FH		<u>Set Note Below</u>	Double	Double	7-1-60	7-1-68
Foreman	\$2.50 per day more										
PLASTER HOD CARRIERS:	13.725	8½	42½	20¢ FH	30¢ FH	15¢ FH	See Note Below	Double	Double	5-27-67	5-26-68
NOTE:	On subsistence to Tracy \$1.00 per day. Over 20 mi. 10¢ per mi. up to 50 miles. 50 to 60 miles \$5.00 per day. 60 to 70 miles \$6.00 per day. 70 miles and over \$7.00 per day.										
ROOFERS:		8	40	20¢ FH			\$8.00 Per day	Double	Double	8-1-66	8-1-67
Journeyman	\$4.86										
Felt Machine Operator	5.01										
Foreman	5.235										
Enamelers	5.61										
STEEL WORKERS:		8	40	23¢ FH	15¢ FH	15¢ FH	\$7.00	Double	Double		8-1-65
Reinforced Iron Wkr.	4.82										
Ornamental Iron Wkr.	5.07										
Structural Iron Wkr.	5.07										
Fence Erector	4.87										
NOTE:	All foreman not less than 35¢ per hour above the classification he is supervising. Also, 1/2¢ per hour paid into an Apprenticeship Training Program by Employer.										

OPERATING ENGINEERS: (SEE AGREEMENT ENCLOSED)

Account No.

SECTION NO. 1 - DEFINITIONS, COVERAGE, RECOGNITION

(a) The term "Employee" as used herein shall mean all employees in the unit covered by this Agreement, excluding superintendent, assistant superintendents, general foremen, timekeepers, messenger boys, guards, confidential employees and office help.

This Agreement shall cover and apply to all Employees.

(b) This Agreement shall cover and apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County and the Westerly boundaries of Inyo and Mono Counties.

(c) This Agreement shall cover and apply to all work of the Individual Employer falling within the recognized jurisdiction of the Union, including, but not limited to, building construction, heavy highway and engineering construction, including the operation of equipment used in the performance of such work, and the operation, maintenance and repair of equipment used in demolition and site clearing work, excluding the falling and removal of merchantable timber by the purchaser of such merchantable timber. It shall also include all maintenance and repair shop, and all field repairs and equipment maintenance of the Individual Employers covered hereby, if the Individual Employer is not covered by a bona fide existing written agreement with any other local labor organization covering shop work as of the time of the execution of this Agreement.

(d) The Individual Employer hereby recognizes and acknowledges Operating Engineers Local Union No. 3 of the International Union of Operating Engineers as the exclusive collective bargaining representative of all Employees covered by this Agreement.

SECTION NO. 2 - MASTER AGREEMENTS INCORPORATED

All of the provisions of the Master Agreement between the Union and the Northern and Central California Chapter, the Associated General Contractors of America, Inc., effective June 16, 1965, including Appendices A and B and any amendment or amendments thereto, except Section Nos. 1(a) through (c), 2, 15-A, 2nd and 3rd unnumbered paragraphs of 19, 21, 22, 26(a), and 27, which are specifically excluded from this Agreement, and all of the provisions of the Master Agreement between said parties of the same date covering Foremen, except as excluded above, are incorporated herein as if set forth in full herein. Provided, however, that with respect to Section Nos. 21 and 19 of said Master Agreement, any decision under Section No. 21 involving the meaning of the agreement, or under Section No. 19 resulting in the amendment of that agreement, shall control, and shall be given full effect under this Agreement.

For the information and convenience of the parties, the substance of certain provisions of the Master Agreements incorporated by reference are reproduced as Section Nos. 3, 4 and 5 of this Agreement.

SECTION NO. 3 - GROUP WAGE RATES AND CLASSIFICATIONS

(Section No. 12)

GROUP WAGE CLASSIFICATIONS

On all work covered by this Agreement when performed, and in all instances in which equipment used in the performance of work covered by this Agreement is operated, regardless of when the work was bid or let, such work shall be performed and such equipment

shall be operated by Employees obtained in accordance with the provisions of the Hiring Regulations, Appendix A of this Agreement, in the classifications and at the wage scales as follow:

	RATES PER HOUR - Effective Dates		
	June 16 1965	June 16 1966	June 16 1967
GROUP NO. 1	\$4.185	\$4.39	54.625
Assistant to Engineer (Fireman, Oiler, Note (1) signalman, Switchman, Brakeman, Deckhand, Tar Pot Fireman, Heavy Duty Repairman Helper)			Partsmen (heavy duty repair shop parts room when needed) Note (4) Rear Chainman
GROUP NO. 2	\$4.355	\$4.57	54.815
Mechanical conveyor (handling building materials) Note (2) Compressor Concrete Mixer (up to 1 yard) Conveyor Belt Operator (tunnel) Mixer Box Operator (concrete plant)			Fireman Hot Plant Note (2) Pump Operator Tar Pot Fireman (power agitated) Hydraulic Monitor Spreader Boxman (with screeds)
GROUP NO. 3	\$4.465	54.69	\$4.945
Box Operator (bunker) Note (4) Head Chainman, Rodman, Locomotive (Assistant to Engineer required)* Motorman **Lubrication & Service Engineer (Mobile 6 Grease Rack) (Moves to Group 4 - 6/15/66)			Ross Carrier (const. jobsite) Screedman (except asphaltic concrete paving) Self-Propelled, Automatically Applied Concrete Curing Machine (on streets, highways, airport, and canals) Tugger Hoist, single drum M. 74 \$4.98 \$5.25 **Lubrication & Service Engineer (Mobile & Grease Rack) (Effective 6/15/66)
GROUP NO. 4			
Ballast Regulator Ballast Tamper Multi-purpose Ballast Jack Tamper Boxman (asphalt plant) Fork Lift or Lumber Stacker (const. jobsite) Material Hoist (1 drum)			Line Master Shuttlecar Tie Spacer Towermobile
GROUP NO. 5	\$4.855	55.10	\$5.375
Note (3) Compressors (2 to 6) Concrete Mixers (over 1 yard) Concrete Pumps or Pumpcrete Guns Generators, gasoline or diesel driven (100 k.w.)			Gradesetter, Grade Checker (mechanical or otherwise) Prar-Weld (air operated) Note (3) Pumps (2 to 6) Note (3) Welding Machines (gasoline or diesel) (2 to 8)
GROUP NO. 6	\$4.91	\$5.16	55.44
Boom Truck or Dual Purpose A Frame Truck Concrete Batch Plants (wet or dry) Concrete Saws (self propelled) Unit on streets, highways, airports and canals) Drilling Machinery (not to apply to waterliners, wagon drills or jackhammers) (Assistant to Engineer required)*			Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck, or similar types) Power Jumbo Operator (setting slip forms, etc., in tunnels) Portable Crushers Roller Self-Propelled Compactor (single engine) Screedman (Barber Greene & similar) (asphaltic concrete

GROUP NO. 6 - Continued	\$4.91	\$5.16	55.44	GROUP NO. 10 - Continued	\$5.41	55.69	\$6.00
Highline Cableway Signalman	paving)			Combination Backhoe and	Loader (2 yordr up to and		
Locomotives (steam or over	Surface Heater			Loader (to and including 3/8	including 4 yards)		
30 ton) (Assistant to	Self-Propelled Pipeline Wrapping			yard) (Assistant to Engineer re-	Multiple Engine Earth-moving		
Engineer required)	Machine (Perault, CRC or			quired when more than 200	Machine (Euclids, Dozer, etc.)		
Maginnis Internal Full Slab	similar type)			degree swing)*	(no tandem scraper)		
Vibrator (on airports, high-	Slip Form Pumps (power driven			Cranes (not over 25 tons, ham-	Power Blade Operator		
ways, canals and warehouses)	hydraulic lifting device for			merhead and gantry) (Assistant	(Effective 7/15/65)		
	concrete form)			to Engineer required)	Power Shovels, Clamshells, Drag-		
GROUP NO. 7	Small Rubber Tired Tractors	\$4.995	55.25	55.535	lines, Backhoes, Grad-alls (up		
Deck Engineers	Pipe Wrapping Machine (tractor				to and including 1 yard)		
Dual Drum Mixer (Assistant to	propelled and supported)				(Assistant to Engineer required)		
Engines required)*	Pipe Bending Machine (pipe				Shuttle Car (Reclaim Station)		
Fulier Kenyon Pump and similar	lines only)				Soil Stabilizer (PW or equal)		
types	Refrignation Plant				Sub grader (Gurries or other		
Note (4) Instrument Man	Self-Propelled Boom Type Lifting				automatic type) (Assistant to		
Journeyman Trainee	Device (Assistant to Engineer				Engineer required)		
Material Hoist (2 or more drums)	required, except on 10 ton				Track laying type - Earth Moving		
Mechanical Finishers or	capacity or less)*				Machine (single engine with		
Spreader Machine (asphalt)	Self-propelled Elevating Grade				tandem scrapers)		
(Barber Greene and similar)	Plane				Tractor, Compressor Drill comb.		
(Screedman required)	Slusher Operator				(Assistant to Engineer required)		
Mine or Shaft Hoist	Small Rubber-tired Trenching				Train Loading Station		
Mixermobile	Machine and similar small equip-				Pre-Stress Wire Wrapping		
Pavement Breaker with or with-	ment (any assistance in the oper-				Machine		
out compressor combination	ation if needed shall be per-				Vacuum Cooling Plant		
Pavement Breaker, truck moun-	formed by m Assistant to						
ted with compressor combina-	Engineer).						
tion (Assistant to Engineer	Small Tractor (with boom)						
driver required)	Soil Tester						
Pipe Cleaning Machine (tractor	Trenching Machine (Assistant to						
propelled and supported)	Engineer required, except as						
	provided above)*						
	Truck-type Loader						
GROUP NO. 7A	55.14	55.43	55.76	GROUP NO. 11	\$5.55	55.84	56.16
Asphalt Plant Engineer	Cast-in-Place Pipe Laying			Automatic Concrete Slip Form	Self-propelled Compactor (with		
Heavy Duty Repairman,	Machine			Paver (Gradesetter, Screed-	multiple propulsion power units)		
and/or Welders	Tractors, Dozers, Scrapers,			man, and Assistant to Engineer	Single Engine Rubber-Tired Earth		
Armor-Coater (or similar) (Two	Sheep Foot, self-propelled			required)*	Moving Machine (with tandem		
2) Operators and One (1)	Compactor with Dozer, and				scrapers)		
Assistant to Engineer	Push Cats				Slip Form Paver (concrete or		
required)*	Woods-Mixer (and other similar				asphalt) (1 Operator, and 2		
	Pugmill equipment)				screedmen when required)		
GROUP NO. 8	55.19	55.46	55.76	GROUP NO. 11-A	\$6.085	56.41	56.765
Combination Slusher and Motor	Loader (up to 2 yards)			Band Wagon (in conjunction	Wheel Excavator (over 750 c. y.		
Operator	Mechanical Trench Shield			with Wheel Excavator)	per hour) (Two (2) Operators		
Concrete Botch Plant (multiple	Mucking machine (Assistant to			Multi-Propulsion Earth Moving	and one (1) Assistant to		
units)	Engineer when required)*			Machines Two (2) or more	Engineer required; any addi-		
Euclids, T pulls, DW-10, 20 and	Portable Crushing and Screening			Scrapers (over 75 cy "struck"	tional assistance shall be by		
21 and similar (with earth-	Plants (Assistant to Engineer			and Grad-alls (over 1 yd. and up	Assistants to Engineer)*		
moving equipment up to and	required)*			to and including 7 cu. yds.			
including 45 cy "struck", m.r.c.)	Tri-batch Paver (Assistant to			m.r.c.) (Assistant Engines			
Kolman Loader (Assistant to	Engines required)*			required)* (2 Assistants to			
Engineer required on Two	Tunnel Badger (Assistant to			Engineer required on 120B			
(2) or more)*	Engineer required)*			similar or larger)*			
GROUP NO. 9	55.305	55.58	55.885	GROUP NO. 11-A	\$6.085	56.41	56.765
Canal Finger Dmin Digger	Highline Cableway (5 tons and			Band Wagon (in conjunction	Wheel Excavator (over 750 c. y.		
(Assistant to Engineer required)*	under) (signalman required)			with Wheel Excavator)	per hour) (Two (2) Operators		
(In addition to the above there	Lull Hi-lift (40 foot) (or similar)			Multi-Propulsion Earth Moving	and one (1) Assistant to		
shall be One (1) Group 7	Power Blade Operator (Moves to			Machines Two (2) or more	Engineer required; any addi-		
Operator)	Group 10 - 7/15/66)			Scrapers (over 75 cy "struck"	tional assistance shall be by		
Chicago Boom	Tractor (with boom) (D-6 or			m.r.c.)	Assistants to Engineer)*		
Combination Mixer and	larger, and similar)			Power Shovels and Draglines			
Compressor (gunite)				(over 7c.y.m.r.c.) (Assistant			
GROUP NO. 10	55.41	55.69	56.00	to Engineer required; an addi-			
Boom-type Backfilling Machine	Koehring Skooper (or similar)			tional Assistant to Engineer is			
(Assistant to Engineer required)	(Assistant to Engineer required)			required if the shovel or drag-			
Bridge Crone	Lift Slob Machine (Vagtborg and			line is electrically powered.)*			
Chemical Grouting Machine	similar types)						
(Assistant to Engineer required).	Locomotive (over 100 tons) (single						
Cay-Lift (or similar)	or multiple units) (Assistant to						
Note (4) Chief of Party	Engineer required)						

GROUP NO. 11-8	\$6.35	56.69	\$7.06
Operator of Helicopter (when used in erection work)			
* * * *			
Foreman, Shifter, Heavy Duty Repairman Foreman, Master Mechanic	\$5.55	\$5.84	56.16

* In each instance in which one (1) or more Assistant to Engineer is required, subject to the provisions of this Agreement, on Indentured Apprentice may be employed.

** When the Engineer needs assistance on Employee covered by this Agreement (Assistant to Engineer)* may be employed.

(Your attention is directed to the following excerpt from Section No. 3. Hiring Regulations, Appendix A:

(a) (3) In the event an Individual Employer assigns my person, for any reason, to perform work covered by this Agreement or to operate equipment covered by this Agreement; including but not limited to operation, maintenance, repair, servicing, assembling and dismantling within the classifications covered by this Agreement; not obtained through the Employment Office of the Union in accordance with the provisions of these Hiring Regulations, Appendix A. upon written complaint by the Union of an improper assignment delivered to the Senior Representative of the Individual Employer on the job or project or his office, and copy to the Employer, such Individual Employer or Employer shall within two (2) working days of such delivery request the National Joint Board of Settlement for Jurisdictional Disputes, Building and Construction Industry for a job decision with respect to such improper assignment.

In the event no such request is made or in the event the Individual Employer assigns work covered by this Agreement to another building and construction trades boric craft which do not assert a claim to such work by pursuing the remedy under Section No. 18, or in the event the person assigned is not represented by any building and construction basic craft, the employer shall make whole the employee who would have received such work under their Agreement by the payment of all wages and fringe due them.

INDENTURED APPRENTICES (Section No. 13A)

The wages, rates of pay, hours of labor and the other conditions of employment of Indentured Apprentices shall be and are governed entirely by the terms and conditions of this Agreement except as modified in this Section. The education and training and disciplining of Indentured Apprentices in rush shall be and are governed by the Joint Apprenticeship Committee.

Since those Employee in the classification of Assistant to Engineer are being phased out over a period of years and the work of such classification is increasingly being performed by Indentured Apprentices, now, therefore, in order to protect the job opportunities of Employees in the classification Assistant to Engineer who are not Indentured Apprentices, my Class A or Class B Assistant to Engineer who has been currently registered in an Employment Office of the Union for thirty (30) days and is available for work shall have the absolute right to replace an Indentured Apprentice employed as or performing the work of an Assistant to Engineer on a job or project serviced by such Employment Office as of the close of any work week.

The straight time hourly wage rate of Indentured Apprentice shall be the following percentage of the Group No. 8 of Section No. 12 wage rate:

1st Period Apprentice	70%
2nd Period Apprentice	75%
3rd Period Apprentice	80%
4th Period Apprentice	85%
5th Period Apprentice	90%
6th Period Apprentice	95%

Whether an Indentured Apprentice is a first (1st) period Apprentice through the sixth (6th) period Apprentice shall be determined by the Joint Apprenticeship Committee and its decision shall govern.

SECTION NO. 3 --(SECOND PART)

(Section No. 12)

Notes (1), (2), (3), (4) -- see below after (h)

(a) Operators, Assistants to Engineer and Indentured Apprentices on cranes with booms of eighty (80) feet or more, including jib, shall receive additional premium according to the following schedule:

	Per Hour
Booms of 80 feet up to, but not including, 130 feet . . .	\$.15
Booms of 130 feet up to, but not including, 180 feet30
Booms of 180 feet and over45

(b) An Operating Engineer shall maintain and service gasoline or diesel driven welding machines when the welding is being performed by another craft.

(c) Supplemental Manning Provisions:

(1) Effective September 1, 1965 through April 30, 1966 when on Individual Employer employs a total of seven (7) or more Journeyman operators on a job or project under the term of this Agreement to operate individually manned pieces of equipment moving earth or individually manned pieces of equipment directly supplemental thereto or any combination thereof under this Agreement on any shift, such Individual Employer shall employ at least one (1) Journeyman Trainee and assign such Journeyman Trainee(s) to rush equipment. When on Individual Employer employs a total of twenty (20) or more Journeyman operators on a job or project under the terms of this Agreement to operate such equipment on any shift, such Individual Employer shall employ at least two (2) Journeyman Trainees and assign such Journeyman Trainees to rush equipment.

(2) Effective September 1, 1965 when an Individual Employer employs a total of more than two (2) but less than seven (7) Journeyman operator under the terms of this Agreement to operate individually manned piece of equipment moving earth or individually manned pieces of equipment directly supplemental thereto or any combination thereof under this Agreement on my shift, such Individual Employer shall employ at least one (1) Indentured Apprentice or at the option of such Individual Employer at least one (1) Journeyman Trainee and assign such Indentured Apprentice or such Journeyman Trainee to such equipment. If an Indentured Apprentice is so employed under this paragraph (2) all of the provisions of paragraph (4) following pertaining to the Journeyman Trainee shall apply, except that the Indentured Apprentice's wage rate shall be that set forth in Section No. 13-A of this Agreement.

(3) Effective May 1, 1966, paragraph (1) above shall be deleted from this Agreement and there shall be substituted in its place the following:

Effective May 1, 1966 when an Individual Employer employs a total of seven (7) Journeyman operators on a job or project under the terms of this Agreement to operate individually manned pieces of equipment moving earth or individually manned piece of equipment directly supplemental thereto or any combination thereof under this Agreement on any shift, such Individual Employer shall employ at least one (1) Journeyman Trainee and assign such Journeyman Trainee(s) to such equipment. For each additional total of seven (7) Journeyman operator employed on a job or project by such Individual Employer under the terms of this Agreement to operate such equipment on any shift, such Individual Employer shall employ at least one (1) Journeyman Trainee and assign such Journeyman Trainee(s) to such equipment.

In the event more than one (1) Journeyman Trainee is employed on a shift each Journeyman Trainee shall be assigned to only the equipment operated by one (1) group of seven (7) or less Journeyman operators under the terms of this Agreement.

(4) The following shall apply to (1), (2) and (3) above. Equipment directly supplemental to equipment moving earth shall include all equipment which may be used in support of and in conjunction with equipment moving earth. The following are some but not all of the types of equipment moving earth and equipment directly supplemental thereto: all tractors (with or without attachments), blades, similar or other leveling devices, loaders (including hooked and rubber tired), rollers, compactor, and all other types of compacting equipment.

Each Journeyman Trainee may perform any duties set forth in this Agreement that are directly related to the equipment to which he is assigned but in no event shall the performance of such work displace any other Employee under this Agreement; however, he may operate said equipment during the regular scheduled meal period of the Journeyman operators of his assigned group. In addition the Journeyman Trainee may assist an Employee or Employee covered by this Agreement in starting equipment to which the Journeyman Trainee is assigned, and in such event his regular straight time shall commence not more than thirty (30) minutes earlier than the regular scheduled shift time. Each Journeyman Trainee shall be afforded the opportunity to operate such equipment to which he is assigned during each shift.

For the purposes of this subsection (c) only the term "group" shall mean the seven (7) or less Journeyman operators operating the equipment under the terms of this Agreement to which a Journeyman Trainee or Indentured Apprentice is assigned and is not intended to mean that such Journeyman operators must be located in proximity to each other.

(d) When an Individual Employer employs more than one (1) Heavy Duty Repairman and less than five (5) Heavy Duty Repairmen on any shift he shall, if a Master Mechanic (Heavy Duty) or Heavy Duty Repairman Foreman is not employed on such shift by such Individual Employer, then in lieu of such supervision one (1) Heavy Duty Repairman shall be a working Leadman and his basic straight time wage rate shall be that of Group No. 7A plus one dollar (\$1.00) per day.

(e) When the Individual Employer performs any work within the scope of the collective bargaining agreement between the Union and the Steel Fabricators and Erectors Council, Employees working four (4) hours or more in conjunction with crews of the International Association of Bridge, Structural and Ornamental Iron Workers Union, with the International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths and Helpers, or with the United Association of Journeymen and Apprentice of the Plumbing and Pipe Fitting Industry of the United States and Canada shall receive for the full shift including overtime the wage scale and working conditions provided in such Agreement, except for the provisions concerning Health and Welfare, Pensions, Vacation and Holiday Pay Plan and Journeyman and Apprentice Training. A second Assistant to Engineer shall not be required on cranes working in conjunction with the above crews. A crew shall consist of at least three (3) men of which one (1) shall be a Foreman or Leadman.

When the Individual Employer performs any work within the scope of the collective bargaining agreement between the Union and the Pile Driving Contractors Association, Employees working four (4) hours or more in conjunction with crews which are working under such Agreement shall receive for the full shift including overtime the wage scale and working conditions provided in such Agreement, except for the provisions concerning Health and Welfare, Pensions, Vacation and Holiday Pay Plan and Journeyman Apprentice Training. A crew shall consist of three (3) men one (1) of whom is a Foreman or a Leadman.

Except as otherwise provided in paragraph (e) set out here, when Operating Engineers are employed to service a Specialty Craft or crafts, with hoisting equipment, compressors or welders or any of them (material hoists, house elevators excluded, except when servicing Specialty Craft 75% of the time) they shall receive the wage scale and working conditions, including travel time and subsistence, of the Specialty Craft or crafts (welfare, pensions, vacations of Specialty Craft or crafts payments excluded), if such wage scale and working conditions, including travel time and subsistence when added together, are in excess of the provisions contained in this Agreement. Assistants to Engineers are excluded from the wage provisions but are entitled to all other working conditions of the Specialty Craft or crafts (welfare, pensions, vacations of Specialty Craft or crafts payments excluded). Regular Employees on a particular project and assigned to work with a Specialty Craft or crafts temporarily shall not be entitled to any of the conditions of the Specialty Craft or crafts. Temporarily shall

be interpreted as meaning any work performed in a single day of four (4) hours or less.

Except as otherwise provided in paragraph (e) set out here, when Employee under this Agreement are employed to service employees working under a collective bargaining agreement, or agreements, between the Employer and the Boy Counties District Council of Carpenters, AFL-CIO, or between the Employer and the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, or any subordinate body or Committee thereof, or between the Employer and the Piledrivers, Bridge, Wharf and Dock Builders' Local No. 34, which provide(s) less straight time hours on a shift or day or week than is provided in this Agreement, notwithstanding any provisions of this Agreement to the contrary, such Employees shall be afforded by the Individual Employer the opportunity to earn an amount equal to a full shift or full day or full week as the case may be at the applicable straight time wage rate. This paragraph shall not apply to normal curtailment of work.

Combination mixer and compressor operator on gunite work shall be classed as servicing a Specialty Craft.

(f) Employees working in tunnels or adits, shall receive \$.125 per hour over and above the regular rate. Employees working within shafts, stops, and raises shall receive 5.25 per hour over and above the regular rate. 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 Individual Employer to report for work on his shift and shall end at such portal.

Underground differential shall apply for the full shift to any Employee performing work underground. Except as specially provided, all other terms and conditions of employment in underground work shall be as otherwise established in this Agreement.

(g) An Employee who works in more than one classification or on more than one kind of work or kind of equipment during a shift shall have his pay computed on the basis of the highest rate applicable to him for the full shift and any overtime immediately preceding or following such shift.

(h) The straight time rate shall be the highest rate applicable to the work, equipment, and classification.

Note (1): The necessity for the use of an employee to give signals to Employees covered by this Agreement shall be determined by the Individual Employer. When used, he shall be an Assistant to Engineer, Journeyman Trainee or Indentured Apprentice.

Note (2) (3): When the number of compressors (excluding compressor house), pumps and welding machines or any combination thereof operated, serviced and maintained or any of them by an Individual Employer exceeds six (6) then an additional Employee shall be employed in accordance with the provisions of Section Nos. 3 and 12 of this Agreement.

Note (2) (3): In the event the Individual Employer uses gasoline, diesel or electric powered pumps, these classifications shall apply without change. However where no Employee is operating, servicing, maintaining, or repairing equipment in the classifications covered by this Agreement on a project and there is a single automatic electric pump with a maximum rated capacity of 500 G.P.M. or less running on such project, no Employee covered by this Agreement need be employed by reason of the operation of such pump. Where there is an Employee employed to operate, service, maintain or repair equipment in the classifications covered by this Agreement on such project, then such Employee shall start, stop, service and maintain such single automatic electric pump before and after his regular shift at the applicable overtime rate.

Note (4): The classifications herein referred to shall apply only to Employees covered hereby, regularly employed in field survey work, excluding Individual Employer, executive, administrative or supervisory personnel, professional or office engineering personnel, draftsmen, estimators, timekeepers, messenger boys, guards, clerical help or field office help, and excluding the use of survey instruments normally used by any other employees in the performance of their duties.

Field survey work shall be that work performed by such Employee in connection with the establishment of control points governing construction operations when performed by the Individual Employer on any type of home, office or commercial building

construction. "Control points governing construction operation" shall be defined as such vertical and horizontal controls as must be established in connection with site preparation work before actual construction can get underway. On commercial, office, or multi-storied buildings, site preparation work in connection with the establishment of control points governing construction operations on locations and elevations of fills, excavations, piles, caissons, and utilities shall be considered to be field survey work.

On all types of heavy, highway and engineering construction, when Individual Employer is required by contracting authority to furnish his own field survey service or when Individual Employer at his own discretion hires Employees to perform field survey work, then in such instances, such work shall come within the classifications herein mentioned.

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

An Employee performing field survey work, who is required to work suspended by ropes, shall receive 12-1/2¢ per hour premium addition to the regular rate of pay.

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

The Union will cooperate with the Individual Employer in the placing of student engineering trainees, so long as it does not materially affect the normal employment of regular Employees.

This Agreement does not cover inspectors.

SECTION NO. 4 - WORKING CONDITIONS (Section No. 13)

(1)(a) Five (5) consecutive days of eight (8) consecutive hours (exclusive of meal period) for single shift Employees, and seven (7) consecutive hours (exclusive of meal period) for two (2) and three (3) shift Employees, Monday through Friday inclusive shall constitute a week's work.

(b) Not less than eight (8) hours at the applicable rate shall be paid for the work performed on any one (1) shift subject to paragraph (1)(c) (ii) of this section, except that on the first (1st) day of employment and on any day that the work on a job or project is suspended on account of weather conditions or by written order of the Contracting Authority not less than four (4) hours at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour, and except that on days on which there is a major mechanical breakdown Employees that are directly affected by such breakdown shall receive not less than four (4) hours at the applicable rate for work performed and any time thereafter shall be reckoned by the full shift.

(c) (i) The hour of employment shall be reckoned by the shift, except overtime which shall be reckoned by the hour and half-hour for any period of overtime, except as otherwise provided in paragraph (b) above, and except as otherwise provided below in this paragraph (c). If an Employee quits work on his own, he shall be paid only for actual time worked.

(ii) Whenever an Employee is called out to work on a Saturday, Sunday or a Holiday he shall be paid at least four (4) hours at the applicable overtime rate unless the overtime work immediately precedes his regular shift and he works, or is paid, for the first half of his regular shift, in which case he shall be paid for the overtime actually worked by the hour and half-hour. All time worked beyond the first four (4) consecutive hours on Saturday, Sunday and Holidays shall be reckoned by the hour at the applicable overtime rate. On a two (2) shift or three (3) shift job if Employees are called out to work on the first shift on a Saturday, Sunday or Holiday, the above shall apply but if any Employees are called out to work on a second or third shift on Saturday, Sunday or Holiday all shift work Employees called out shall be compensated in accordance with paragraph (3) or (4), as the case may be, of Section No. 13.

(iii) In the event an Employee has completed his regular shift and returned to his residence, and is called back to perform his overtime work, such Employees shall be paid at least two (2) hours at the applicable overtime rate. In the event an Employee

has not worked his scheduled shift and is called out to perform overtime work, such Employee shall be paid at least four (4) hours at the applicable overtime rate.

(2) On a single shift, eight (8) consecutive hours (exclusive of meal period) shall constitute a shift's work, the regular starting time of the single shift being at 8:00 a.m.

(3) When two (2) shifts are employed for five (5) or more consecutive days, seven (7) consecutive hours (exclusive of meal period) shall constitute a shift's work for which eight (8) hours shall be paid. Such shifts shall run consecutively. The straight time hours for the second shift shall commence not later than one (1) hour after the end of work (either straight time or regularly scheduled overtime) on the first shift. On two (2) shift operations the first shift shall have a regular starting time not earlier than 5:00 a.m. and not later than 6:30 a.m. Once rush two (2) shift operations and starting time have been established they shall not be terminated other than on a Friday (except upon completion of the job), provided that the starting time may be changed by mutual consent. Shift hour and the applicable straight time or overtime rate shall be paid whenever shifts are worked under the above conditions including Saturdays, Sundays and Holidays.

(4) When three (3) shifts are employed for five (5) or more consecutive days, seven (7) consecutive hours (exclusive of meal period) shall constitute a shift's work for which eight (8) hours shall be paid for all shifts on such job. Such shifts shall run consecutively. The straight time hour for the third shift shall commence not earlier than the end of work and not later than one (1) hour after the end of work (either straight time or regularly scheduled overtime) on the second shift. On three (3) shift operations the first shift of the day and of the work week shall start at 8:00 a.m. Monday and such work week shall end with the closing of the third or graveyard shift Friday or at 8:00 a.m. Saturday whichever is earlier. All work performed between the end of the third (3rd) or graveyard shift Friday or 8:00 a.m. Saturday whichever is earlier and 8:00 a.m. Monday shall be compensated for at the applicable overtime rate. Once established, shift hours shall apply and the applicable straight or overtime rate shall apply on all work thereafter, including Saturdays, Sundays and Holidays. Once such three (3) shift operations have been established they shall not be terminated other than on a Friday (except upon completion of the job).

(5) There shall be a regularly scheduled meal period. The meal period shall be one-half (1/2) hour and shall be scheduled by the Individual Employer so that the beginning or the ending, or some portion of such meal period shall be at the mid-point of the scheduled hours of work for each shift.

If the Individual Employer requires the Employee to work through his scheduled meal period, the Employee shall be paid at the applicable overtime rate for rush meal period.

(6) On "Multiple shift operations" (a two (2) and/or three (3) shift job), in addition to the two (2) and/or three (3) shift, a single shift of eight (8) consecutive hours (exclusive of meal period) may be established providing it is for five (5) or more consecutive days and has its own Operating Engineer foreman where required and further provided that on a three (3) shift job such single shift is not related to and is not in conjunction with the work on the three (3) shift operation. The regular starting time of such single shift shall be 8:00 a.m.

(7) No Employee shall work more than one (1) shift of straight time in any consecutive twenty-four (24) hours. No arrangement of shift shall be permitted that prevents any Employee from securing eight (8) consecutive hours of rest in any consecutive twenty-four (24) hours. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift.

(8) No single shift Employee shall relieve a multiple shift Employee, and no multiple shift Employee shall relieve a single shift Employee.

(9) On a multiple shift operation, no shift shall work more than ten (10) hours, except in the event of an on-the-job emergency.

(10) Where in any locality existing traffic conditions or weather conditions render it desirable to start the day shift at an

earlier or later hour, such starting time may be set by mutual written agreement of the Individual Employee and the Union. Such different starting time may not be terminated except on a Friday or upon completion of the job.

(11) The following rota shall apply on Saturdays, Sundays and Holidays and on all work before a shift begins and after it ends:

(a) Double the applicable straight time rate for the shift, work, equipment and classification shall be paid in all Counties for all work performed (including repair work) on Sundays and the following Holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day and Christmas Day. Holidays falling on Sunday shall be observed on the following Monday. On a single and two (2) shift work Sunday shall be the twenty-four (24) hour period commencing at 12:00 midnight Saturday. On a three (3) shift operation, Sunday shall run from 8:00 a.m. Sunday to 8:00 a.m. Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

(b) Double the applicable straight time rate for the shift, work, equipment and classification shall be paid for all work (other than repair work) performed on Saturday and before a shift begins and after it ends in the following Counties: Son Francisco, Alameda, Contra Costa, Son Moteo, Marin and Solano.

(c) One and one-half (1-1/2) times the applicable straight time rate for the shift, work, equipment and classification shall be paid as follows:

(i) For all work performed before a shift begins and after it ends and for all Saturday work, in all Counties not mentioned in paragraph 11 (b) hereof.

(ii) For all repair work and field survey work in all Counties performed before a shift begins and after it ends, and for Saturday work.

(d) On a single and two (2) shift work, Saturday shall be the twenty-four (24) hour period commencing at 12:00 midnight Friday. On a three (3) shift operation, Saturday shall run from 8:00 a.m. Saturday to 8:00 a.m. Sunday.

(e) All Saturday, Sunday and Holiday hours shall be compensated at the overtime rate applicable to such days, without reference to whether such hours are before the shift of any Employee or after such shift ends.

(12) In the case of a multiple shift operation in no event shall the number of Employees on a second (2nd) or third (3rd) shift exceed the number of Employees on the first (1st) shift. The foregoing may be modified by mutual agreement of the Union and an Individual Employer.

(13) Where there is equipment to be operated on a single shift operation before the single shift begins, or after it ends, or on a Saturday, a Sunday, or a Holiday, the Operating Engineer who regularly operates the particular piece of equipment shall be given first choice to perform the work, and if an Assistant to Engineer is required, the Assistant to Engineer who is regularly assigned to the particular piece of equipment shall be given first choice to perform the work.

In the case of a multiple shift operation the Individual Employer will endeavor to fairly distribute overtime work on Saturdays, Sundays, or Holidays.

(14) When the engineer on any piece of equipment requires assistance in the operation of said equipment, an Employee covered by this Agreement shall be employed. The above shall not change the established practice regarding employment of Assistants to Engineer or Firemen.

The recognized established practice regarding the starting and working up of equipment shall not be changed.

(15) It is agreed that the asphalt plant crew shall consist of the following: plant engineer, boxman, fireman, Assistant to Engineer. The plant engineer shall be in charge of the entire plant. In the case of an automatic asphalt plant the asphalt plant minimum crew shall consist of a plant engineer and two (2) additional Employees.

(16) An Employee may be changed from one classification or piece of equipment to another classification or piece of equipment and returned to his original classification or piece of equipment

only once on any shift. If an Employee is changed from one piece of equipment to another piece of equipment, the piece of equipment which the Employee leaves may not operate unless the Employee is replaced by another Employee. This paragraph (16) shall not apply to the Journeyman Trainee or Indentured Apprentice under subsection (c) of the Section No. 12 (Second Part) of this Agreement.

The Individual Employer shall not assign an Assistant to Engineer to perform the work of an Operating Engineer and the Individual Employer shall not assign an Operating Engineer to perform the work of an Assistant to Engineer. The foregoing shall not preclude transfers for brief emergency or relief periods.

(17) The Individual Employer agrees to furnish suitable shelter and protection to protect the Employee — from falling material and from the elements (including but not limited to dust, heat, rain and cold). The Individual Employer shall also furnish suitable drinking water and toilets.

(18) The operation of equipment covered by this Agreement, and the maintenance and repair of such equipment done at the site of construction, alteration, repair or demolition of a building, structure or other work, shall be performed exclusively by an Employee, or by employees covered by a collective bargaining agreement with the Union; provided, however, that if the Individual Employer has a written contract of warranty covering the equipment, work covered by such warranty may be performed at the job-site (for not more than one hundred twenty (120) days from purchase in the case of new equipment or not more than thirty (30) days from purchase in the case of used equipment) by persons who are eligible to register as Class A Operating Engineers or Class A Assistants to Engineer under the Hiring Regulations, Appendix A of this Agreement.

(19) No Employee covered by this Agreement shall furnish transportation within the job site or between job sites or from yard to job site for transportation of Employees or tools or equipment or for any other purpose or a condition of employment.

The Individual Employer shall provide on each job site a secure place where his Heavy Duty Repairmen may keep their tools. If all or 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 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 over fifty dollars (\$50.00) up to a maximum of five hundred dollars (\$500.00). In order to obtain the benefit of this paragraph a Heavy Duty Repairman must provide the Individual Employer with an inventory of his tools.

When the access to where the work is being performed (at a job or project or within a job or project) is unworkable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the Individual Employer shall transport the Employee to and from where the work is being performed and rush transporting shall be one-half (1/2) on the Individual Employer's time and one-half (1/2) on the Employee's time.

(20) No foreman or shifters shall be allowed to operate any mechanical equipment, except as provided in Foreman's Agreement.

(21) Where it is necessary to operate during lunch period such machines as compressors, refrigeration plants, pumps, cement or pumpcrete guns, etc., the operator of such machine shall receive pay for the lunch period at the applicable overtime rate.

(22) Heavy Duty Repairmen shall furnish their own tools but shall be furnished special tools when needed, such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Gear and Bearing Pullers, Electric Drills, Reamers, Tap and Die, Oxy-acetylene Hoses, Gouges, Torches and Tips, Twenty-four (24) inch Pipe Wrench or Socket Wrench and Sockets requiring over three-quarter (3/4) inch drive. Such Heavy Duty Repairmen shall be entitled to a tool pick-up time before the end of each shift, which shall not be less than five (5) minutes or more than fifteen (15) minutes.

(23) The transportation by means of its own power of equipment operated by Employees covered by this Agreement shall be performed by Employees covered by this Agreement.

SECTION NO. 5 - FRINGE BENEFITS (Section No. 15)

(a) Health and Welfare:

The Individual Employer covered by this Agreement shall pay into the Operating Engineers Health and Welfare Fund, Construction Division, according to the following schedule:

Nineteen and one-half (19-1/2¢) cent per hour -

Effective June 16, 1965

Thirty (30¢) cent per hour - Effective November 1, 1965

(b) Pensioned Health and Welfare:

The Individual Employer covered by this Agreement shall pay into the Pensioned Operating Engineers' Health and Welfare Fund according to the following schedule:

One (1¢) cent per hour - Effective June 16, 1965

Two (2¢) cents per hour - Effective January 1, 1967

(c) Pensions:

The Individual Employer covered by this Agreement shall pay into the Pension Trust for Operating Engineers according to the following schedule:

Twenty (20¢) cents per hour - Effective June 16, 1965

Twenty-five (25¢) cent per hour -

Effective January 1, 1965

Thirty-five (35¢) cents per hour - Effective January 1, 1967

(d) Journeyman and Apprentice Training Fund:

The Individual Employer covered by this Agreement shall pay into the Journeyman and Apprentice Training Fund for Operating Engineers according to the following schedule:

One (1¢) cent per hour - Effective June 16, 1965

Three (3¢) cents per hour - Effective November 1, 1965

Five (5¢) cents per hour - Effective January 1, 1967

(a) (1) The payments set forth in (a), (b), (c) and (d) above shall be for each hour worked by each Employee for the Individual Employer under this Agreement, and for each hour due such Employee as shift differential from the Individual Employer.

(2) The payments set forth in (a), (b), (c) and (d) above shall be made at the time and in the manner provided for by the Trust Agreements creating said Trusts, and Individual Employer is bound by all the terms and conditions of said Trust Agreements and any amendment or amendments thereto.

VACATION AND HOLIDAY PAY PLAN (Section No. 16)

(a) The Individual Employer covered by this Agreement shall pay according to the following schedule:

Fifteen (15¢) cents per hour - Effective June 16, 1965

Twenty (20¢) cents per hour - Effective July 1, 1966

(b) Such payments shall be made in accordance with and in the manner and form as provided in Appendix B of this Agreement.

FRINGE OPTION (Section No. 16 A)

Effective March 1, 1968, the Individual Employer covered by this Agreement shall pay on additional ten cents (10¢) per hour for each hour worked by each Employee for the Individual Employer under this Agreement, and for each hour due such Employee as shift differential from the Individual Employer. At the option of the Local Union Executive Board such payments shall be applied in whole or in part to the Operating Engineers Health and Welfare Fund, Construction Division, the Pension Trust for Operating Engineers or the Vacation and Holiday Pay Plan, or any one of them.

Upon the exercise of such option, subject to the effective date hereof, such payments shall become a part of the Fund(s) and/or Vacation and Holiday Pay Plan, as the case may be, and shall be subject to the provisions of the Agreement applicable thereto.

APPENDIX B

Effective June 16, 1965

(a) Each Individual Employer covered by this Agreement shall pay each Employee covered by this Agreement in addition to the Employee's "regular rate" or "basic hourly rate" the amount provided for in Paragraph (a) of (Section No. 16) for each hour worked by such Employee for such Individual Employer under this Agreement and for each hour due such Employee as shift differential from such Individual Employer.

(b) The amount due such Employee by such Individual Employer shall be payable upon termination of such Employee's

employment by such Individual Employer and shall be shown on such Employee's termination check if the Employee is employed one (1) week or less, and if more than one (1) week, then within five (5) days after termination; provided, however, that if such Employee is continuously employed by such Individual Employer for any period prior to December 1st of any year, the amount due such Employee by such Individual Employer shall be payable within fifteen (15) days after December 1st or on termination of such Employee's employment within five (5) days after termination, whichever shall first occur. Any payment due on Employee as of June 30, 1966 shall be payable by the Individual Employer on or before July 15, 1966.

(c) The parties agree that the payments provided in this Appendix B are in lieu of the Employee's actually taking a vacation. Such payments shall not be considered part of the hourly wage rates for the purpose of computing overtime, either under the Fair Labor Standards Act, the Walsh-Healy Act or any other law, and no vacation payment shall be made on the basis of a premium rate of time and a half or double time.

Effective July 1, 1966

There shall be deleted from this Appendix B paragraph (b) above and there shall be substituted in its place the following VACATION AND HOLIDAY PAY PLAN.

(b) (1) The amount due each Employee covered by this Agreement as provided for in (Section No. 16) of this Agreement shall be paid by each Individual Employer for each hour worked by each Employee of such Individual Employer and for each hour due each Employee of such Individual Employer as shift differential on or before the 15th day of the month following the month in which such Employee was employed by such Individual Employer and an Individual Employer shall be delinquent if such Individual Employer's report and payment is not received by the Bank prior to midnight of the 20th day of that month. Each Individual Employer shall report the hours and the amounts so paid to the account of each Employee on the same reporting form upon which each Individual Employer reports his payments to the Trust Funds in this Agreement provided and shall make payment to the same Bank and Transit Trustee Account. Upon receipt of such payment by the Bank and Transit Trustee Account each Individual Employer so reporting and paying shall have no other responsibility or obligation, and shall be fully released from any and all obligations hereunder.

Any amount due and payable to any Employee by an Individual Employer under paragraph (b) effective June 16, 1965 shall if not paid to such Employee because the Individual Employer is unable to locate such Employee be reported and paid into this Plan for the benefit of such Employee on such Individual Employer's January 1967 report.

(2) All taxes due from each Employee including taxes due by reason of payments under this Vacation and Holiday Plan, shall be deducted by each Employee's Individual Employer from each Employee's regular wages and such total tax deductions together with the amount payable under this Vacation and Holiday Plan shall be separately noted on the Employee's paycheck.

(3) The administration of this Plan shall be by and under an Administrator. The Administrator of the Trust Funds in this Agreement provided for shall be the Administrator of this Plan.

(4) The Administrator shall cause all money paid into the Bank and Transit Account to be transferred to a Trustee Account of the Administrator of this Plan in the same Bank to be known as "Operating Engineers Local Union No. 3 Vacation and Holiday Plan" not less often than thirty (30) days after its deposit in the Transit Account.

(5) All interest earned while funds are on deposit in the Transit Account shall be transferred by the Administrator to a revolving account from which the Administrator shall pay all expenses of every kind or nature incurred in carrying out this Vacation and Holiday Plan including the entrance fee of the Credit Union and in the event such interest shall not be sufficient to pay such expenses so much of the interest earned by the Operating Engineers Local Union No. 3 Vacation and Holiday Plan Account as may be necessary to liquidate such expenses shall be transferred to the revolving

account. The Administrator and his Agents shall be bonded for the full amount on deposit in the Revolving Account at all times and in such other amount as may be required by Law. The cost of such Bond or Bonds shall be a proper expense of the Administrator.

(6) (a) During the month of June, 1967 and June of each year thereafter an Employee desirous of having his Vacation and Holiday pay paid directly to him shall notify the Administrator on a form to be provided by the Administrator which the Employee can obtain at the office of the Administrator or any Employment Office of Operating Engineers Local Union No. 3 in Northern California. Such notice on such form must be received at the office of the Administrator not later than five (5) o'clock P.M. San Francisco Local Time, June 30, 1967 and June 30th of each year thereafter.

(b) In addition to those notifying the Administrator of this Plan as last above set out of their desire to be paid directly all Employees for whom Individual Employer payments of less than Sixty (\$60.00) dollars have been made into this Plan for the period ending May 31, 1967, and for each year thereafter ending May 31st shall be paid their Vacation and Holiday pay directly.

(c) On or before July 15, 1967 and every July 15th thereafter the Administrator of this Plan shall, as to each Employee giving the notice herein above set out or who has not had paid in by reason of his employment by an Individual Employer or Individual Employers Sixty (\$60.00) dollars, as provided in (b) last above set out, draw a check payable to each such Employee in an amount equal to the Individual Employer payments made by reason of such Employee's employment plus such Employee's proportionate share of the interest earned as of May 31, 1967 and every May 31st thereafter less expenses. These checks shall be sent postage prepaid to the last known address of the Employee in the records of the Administrator and if he has no record in the records of Operating Engineers Local Union No. 3. Those checks which are returned or for whom the Administrator has no address shall be held for six (6) years by the Administrator for each such Employee and then destroyed by the Administrator. A carrying charge of one (1%) per cent of the annual interest earned on all sums uncalled for shall be charged and shall be applied to the payment of the expenses of this Plan.

(d) Principal and interest shall be separately stated on each such check.

(e) In the event such notice provided for in Paragraph (a) of this Paragraph (6) is not received all sums due each Employee, not giving such notice within the time provided and for whom Sixty (\$60.00) dollars or more has been paid into by this Plan for the period ending May 31, 1967, and for each year thereafter ending May 31st by reason of his employment, on deposit in the Operating Engineers Local Union No. 3 Vacation and Holiday Plan including interest as of May 31, 1967 and every May 31st thereafter less expenses shall by the Administrator of this Plan be transferred on or before July 15, 1967 to a Special Account of Operating Engineers Local Union No. 3 Credit Union for the purchase of shares in the Credit Union for each such Employee. Shares so purchased shall be issued by the Credit Union to each such Employee as of July 31, 1967 and each July 31st thereafter and any amount less than one (1) share shall be carried to the credit of each such Employee.

(7) In the event of the death or adjudicated incompetence of any Employee the monies credited to him exclusive of interest will be paid over to the beneficiary designated as such under the Health and Welfare Plan upon presentation of a certified copy of the death certificate or order adjudicating incompetence to the Administrator or if no such beneficiary has been designated, to the authorized representative of the estate of the deceased Employee or to the guardian or conservator of the estate of the incompetent Employee or as otherwise provided in the Probate Code of the State of California.

(8) The Credit Committee of the Credit Union, not acting for the Credit Union but under this Plan, shall in emergency cases, be empowered to direct the Administrator to immediately release the monies credited to the Employee concerned exclusive of interest.

(9) Neither the Employer nor any Individual Employer shall be liable for the payments due from any other Individual Employer or for any of the expenses of administering this Plan.

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

(11) The Administrator shall not be responsible or liable for the collection of delinquent accounts. However in the event the Administrator should desire so to do he is empowered so to do and any expense thereby incurred shall be a proper expense of this Plan.

SECURITY FOR INDIVIDUAL EMPLOYER PAYMENTS INTO TRUST FUNDS (Section No. 17)

The Individual Employer delinquent two (2) or more months in making the payments set forth in Section No. 5 of this Agreement, shall be notified by mail by the Administrator of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Employer and to the Union.

Such delinquent Individual Employer shall within ten (10) days of the receipt of such notice (Registered Mail) give a satisfactory surety bond in a sum equal to twice the amount of the known or estimated delinquency of such Individual Employers under Section No. 5 of this Agreement. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

All such bonds shall be deposited with the Administrators of the various Trusts and shall be in a form acceptable by the Administration of the various Trusts.

If the bond must be used to make any payments under Section No. 5 of this Agreement, the money shall be prorated among the amounts owed by such Individual Employer to the various Trusts.

The notice herein provided for a having been given if the Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, or fails to pay the delinquencies in existence prior to the depositing of the bond, it shall not be a violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer shall be withdrawn pursuant to any similar clause in any agreement between the Employer and any other labor organization, then the Union may respect such withdrawal, and for the period hereof, may refuse to perform any work for a such Individual Employer and such refusal for such period shall not be a violation of this Agreement.

Any Employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as Employees but no such Employees shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

SECTION NO. 6 - DISPUTES

In the event of any dispute, grievance or claim of violation of this Agreement by either party to this Agreement, either party may attempt to obtain the adjustment of the grievance or enforcement of this Agreement sought by it by all lawful means including lockout, strike and picketing or either of them of the Individual Employer's job or jobs or any of them and such shall not be a violation of this Agreement and the Employees locked out or on strike shall not lose their status as Employees however they shall be entitled to no wages or fringes for the period of such lockout or strike

SECTION NO. 7 - EFFECTIVE AND TERMINATION DATE

This Agreement shall if a renewal agreement be retroactive and if not a renewal agreement shall not be retroactive and shall be effective the day following the acceptance date hereof and shall terminate when as and if the said Master Agreements incorporated by reference are, or either of them is, terminated; notice to the "Employer" under the provisions of the Master Agreements shall be notice to the Individual Employer and shall have the same force and effect as if delivered to said Individual Employer personally.

Receipt of copies of the Master Agreements and amendments to date, and of the other agreements incorporated by reference therein, is hereby acknowledged by the Individual Employer by acceptance of this Agreement.

OPERATING ENGINEERS LOCAL UNION NO. 3
of the International Union of Operating Engineers

/s/ Paul Edgecombe, President

/s/ W. V. Minahan, Recording-Corresponding Secretary

/s/ A. M. Clem, Business Manager

Business Representative - Countersigned

Please check:

New Agreement _____
Renewal _____