SOUTHERN CALIFORNIA
MASTER LABOR AGREEMENT

between

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

and the

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

SCCA
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION

TERM OF AGREEMENT:

July 1, 2025 through June 30, 2028

Table of Contents

Preamble
Parties to Agreement 1
Purpose 1

ARTICLE I
GENERAL PROVISIONS 1
Definitions, Paragraph A-1 through 6 1
Coverage, Paragraph B-1 through 9 2
Subcontractor, Paragraph B-10 through 15 5
Major Repair, Paragraph B-16-(b) 7
Loading and Unloading Equipment, Paragraph B-19 8

ARTICLE II
UNION RECOGNITION 8
Transfer of Key Personnel, Paragraph F 9
Dispatch Procedure, Section G 9
Group A, B, C and Preferred "A" Status, Section G 9
Apprentices, Paragraph G-1 (c), L and M 10,15
Penalty – Violations, Paragraph N 16

ARTICLE III
STRIKES – LOCKOUTS – JURISDICTIONAL DISPUTES 16
Jurisdictional Disputes, Paragraph D through L 17

ARTICLE IV
CLASSIFICATIONS 18
Change of Equipment During Shift, Paragraph B 18

ARTICLE V
PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES 19

ARTICLE VI
BUSINESS REPRESENTATIVE AND JOB STEWARD 21

ARTICLE VII
EXISTING AND OTHER AGREEMENTS 23

ARTICLE VIII
HEALTH AND WELFARE PLAN 23

ARTICLE IX
PENSION 24

ARTICLE X
DEFINED CONTRIBUTION PLAN (ANNUITY) 25

ARTICLE XI
VACATION-HOLIDAY FUND 25

ARTICLE XII
JOINT APPRENTICESHIP AND JOURNEYMAN RETRAINING FUND 25

ARTICLE XIII
ENGINEERS CONTRACT COMPLIANCE COMMITTEE (ECCC) 26

ARTICLE XIV
SOUTHERN CALIFORNIA PARTNERSHIP FOR JOBS FUND 26

ARTICLE XV
CONTRACT ADMINISTRATIVE FUND 27

ARTICLE XVI
FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT 27

ARTICLE XVII
QUALIFICATIONS 28

ARTICLE XVIII
GENERAL SAVINGS CLAUSE 29

ARTICLE XIX
WORKING RULES 29
Shifts, Paragraph A through D 29
Tide Work, Section E 33
Emergencies, Paragraph F 33
Holidays, Section G 33
Reporting Time and Minimum Pay, Section H 33
Job Security, Section I 34
Meal Periods, Section J 35
Payment of Wages, Section K 35
Sanitation, Safety and Rest Periods, Section L 36
Crews, Section M 38
Asphalt Plants (Jobsite), Paragraph M-11 40
Concrete Batch Plants, Paragraph M-12 40
Tools, Section N 41
Journeyman-Trainee, Section O 42
Pickup or Other Conveyance, Section P 42
Special Rules, Section Q 42
Greasing and Field Repair, Paragraph Q-1 and 3 42
Preference for Overtime, Paragraph Q-2 42
Jobsite Reporting, Paragraph Q-4 43
Jobsite Transportation and Parking, Paragraph Q-5 and 6 43
Operation – Hoisting Equipment, Paragraph Q-7 43
Gunite – Concrete Mobile Mixer Operator, Paragraph Q-8 43
Signalman, Paragraph Q-9 43
Overtime – Working with Other Trades, Paragraph Q-10 43
Short Jobs – Show-up and Travel Pay, Paragraph Q-11 44
Dewatering, Section Q-12 44
Foreman, Section R 44
Owner-Operator, Paragraph S-1 through 8 45
Violation of Article XIX, Paragraph S-8 46
Subsistence, Section T 46
Tunnels – Working Rules and Conditions, Section U 48
Conditions, Paragraph U-1 48
Coverage, Paragraph U-2 through 8 48
Manning, Paragraph U-3 through 5 and U-9 (h) through 10 ..... 49, 51
Tunnel Definition, Paragraph U-6 49
Shifts, Section U-9 50
Reporting Point, Paragraph U-9 (e-1) and (g) 50
Change House, Paragraph U-9 (f) and (g) 50
Special Clothing, Paragraph U-9 (k) 51

Underground Pay, Paragraph U-9 (l) 51
Foreman, Paragraph U-9 (m) 51
Minimum Crews, Paragraph U-10 52
Meal Period, Paragraph U-11 52
Safety, Section U-12 53
Change of Equipment During Shift, Paragraph U-12 (h) 54
Field Survey – Working Rules and Conditions, Section V 54
Miscellaneous Provisions, Section W 56
Penalty – Violations re: Wages, Hours, Overtime, Paragraph W-1 56
Overtime Rates, Paragraph W-3 56
Special Equipment Premiums, Paragraph W-4 56
Tool Allowance, Paragraph W-5 56
Pre-Apprentice Training, Paragraph W-6 56
Permanent Shops and Yards – Special Rules, Section X 57

ARTICLE XX
SUPPLEMENTAL DUES 57

ARTICLE XXI
DELINQUENCY AND COLLECTION PROCEDURE 58

ARTICLE XXII
TERM, TERMINATION AND RENEWAL 60

APPENDIX A
CLASSIFICATIONS 61

APPENDIX A-1 THROUGH A-4
CLASSIFICATIONS AND WAGE RATES 69
Union Option 69

APPENDIX B
CLASSIFICATIONS – CRANES, PILEDRIVING
AND HOISTING EQUIPMENT 70

APPENDIX B-1 THROUGH B-4
CLASSIFICATIONS AND WAGE RATES
CRANES, PILEDRIVING AND HOISTING EQUIPMENT 73
Union Option 73
Truck Crane, Crane and Hoisting Equipment Operators
Qualifications and Certification 74

APPENDIX C
CLASSIFICATIONS – SURVEYOR 76

APPENDIX C-1 THROUGH C-4
CLASSIFICATIONS AND WAGE RATES – SURVEYOR 77
Union Option 77

APPENDIX D
CLASSIFICATIONS – TUNNEL 78

APPENDIX D-1
CLASSIFICATIONS AND WAGE RATES – TUNNEL 80
Union Option 80

APPENDIX E
CLASSIFICATIONS – FIELD SOILS AND MATERIAL TESTER, BUILDING/CONSTRUCTION INSPECTOR 81

APPENDIX E-1 THROUGH E-4
CLASSIFICATIONS AND WAGE RATES – FIELD SOILS AND MATERIAL TESTER, BUILDING/CONSTRUCTION INSPECTOR 83
Union Option 83
Apprentice Wage Rates 83

APPRENTICE WAGE RATES 84

APPENDIX F
CONTRIBUTIONS PAYABLE TO TRUST FUNDS 85
Contributions to Trust Funds 85
Retirees Periodic Increases 86
Procedure for Resolving Trust Fund Disputes 87
Trust Amendment 87

APPENDIX G
Air Conditioning of Equipment 89

SIGNATURE PAGE 90

SCCA MANAGEMENT NEGOTIATING COMMITTEE 91

LOCAL 12 NEGOTIATING COMMITTEE 92

SIDE LETTER OF AGREEMENT
Grievance Procedure for Statutory Disputes 93

MEMORANDUM OF UNDERSTANDING
Drone and Unmanned Aircraft Systems 97

MEMORANDUM OF UNDERSTANDING
Cameras and Telematics 99

MEMORANDUM OF UNDERSTANDING
2025-2028 Contract Administrative Fund Increases 101

AMENDMENT TO THE AGREEMENT
Davis-Bacon Rules 102

LETTER OF UNDERSTANDING
Non-Mandatory Training 103

MASTER LABOR AGREEMENT

between
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

and
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

THIS AGREEMENT, entered into this 1st day of July, 2025, by and between the Southern California Contractors Association, Inc., for the Southern California Counties, excluding San Diego County, hereinafter referred to as the CONTRACTORS, as defined below, 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 Southern California 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. The term CONTRACTORS, as used herein, shall refer to the Southern California Contractors Association, Inc., for their eligible members. A roster of Contractor members, signatory to this Agreement shall be furnished to the Union at the signing of this Agreement and monthly upon the acceptance of new members.

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 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 apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicolas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms, limited liability companies or corporations who at the time of execution of this Agreement are, or during the term hereof become members of the Association.

3. Each individual Contractor whether corporate, or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement.

4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations irrespective of any similarity between this Agreement and any other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article covering existing and other Agreements.

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

(a) It shall cover work on buildings, 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 operation of all equipment, vehicles, and other facilities, including helicopters, used in connection with the performance of the aforementioned work and services, and the assembly, maintenance and repair of all equipment, vehicles, and other facilities, which has normally and customarily been performed by unit employees, and including without limitation the following types or classes of work.

(b) 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, draining and flood control projects, water mains, pipelines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, river 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 job site.

(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 and incidental structures, solar energy installations and appurtenances thereto, also including any grading, excavations, 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 except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

(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 ledgers, 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 by 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, 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 this 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 the erection of scaffolding.

6. This Agreement shall also include: work in the Contractor's yards and shops, field survey work, asphalt screening, soil, cement and crushing plants and operations, forest fires, floods and emergency work, soils and material testing, building/construction inspection and quality control and quality assurance.

7. This Agreement shall cover and apply to all employees except that it shall not cover and apply to executives, superintendents, assistant superintendents, master mechanics, office engineers, timekeepers, messenger boys, office workers, or any other employee of the Contractors above the rank of Craft Foreman, except as herein provided.

(a) The parties to this Agreement recognize that Operating Engineer Foremen are dispatched by the Union or appointed by the Contractor and are subject to negotiated wage rates and shift schedules and are covered by contributions into the various Operating Engineer Fringe Benefit Trusts for all hours worked, or paid, and as foremen, are utilized as representatives of the Contractor in a supervisory capacity.

(b) The Union agrees no disciplinary measures will be taken against such foremen for any actions taken by them as directed by their Employer when such actions conflict with this Agreement.

8. The Union may, however, file all grievances and disputes through the grievance procedure under Article V of this Agreement, and may, at their discretion, institute their prerogatives regarding Union proceedings. Jurisdictional matters will not be subject to grievance procedure.

9. All work performed and all services rendered by the employees for the Contractor shall be rendered under terms and provisions at not less than those contained herein.

10. Subcontracting, Employee Rights, Union Standards and Work Preservation:

(a) The purposes of this Paragraph 10 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:

(1) 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) Neither the Contractor or any of his Subcontractors shall subcontract any work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Operating Engineers, or Ironworkers except to a person, firm, limited liability company or corporation party to an appropriate current labor agreement with the appropriate Local Union, the Operating Engineers or Ironworkers with the following exception:

(f) Notwithstanding the rights and obligations of the Contractor relating to subcontracting set forth in this Article, the Contractor and the Union recognize the potential for more harmonious labor relations on any project on which all Subcontractors are signatory to appropriate labor agreements. Pursuant to that recognition the Contractor and the Union agree, upon the request of either party, to participate in discussions regarding the potential development of a project agreement for any specific project, the provisions of which would be applicable to the Contractor and all Subcontractors on the project. While it shall

be mandatory that a project agreement meeting be held if requested by either party, no project agreement shall be implemented unless agreed upon by the Contractor, the Union, and all other Unions to be covered by such project agreement.

(g) Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Labor-Management Adjustment Board may be judicially enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strikes or any other such economic action to enforce any provisions of this Article on Subcontracting.

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

12. 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.

13. In the event of a jurisdictional dispute where the work in dispute is awarded to the Operating Engineers in accordance with Article III, the Contractor or Subcontractor involved shall immediately comply with such decision or be subject to suit.

14. The Contractor shall provide in his contract with the Subcontractor, the following provisions:

(a) Any Subcontractor who performs any work or uses equipment on the project within the jurisdiction of the Operating Engineers must be signatory to an appropriate agreement with the Union.

(b) If there is a dispute over the assignment of equipment, the Subcontractor agrees to a meeting with the Contractor and/or his representative and a representative of the Union.

(c) The Subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Article III. The Subcontractor agrees that he will bind his Subcontractors to said procedures in the same manner and to the same effect as hereinabove provided with respect to him.

(d) 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.

Per (d) 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.

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.

15. (a) The following provisions shall apply in a situation where the Union contends that a Subcontractor of the Contractor has assigned the performance of work covered by this Agreement to a workman who is represented by another labor organization.

(b) In the event the Union contends that the foregoing state of facts exists, it shall have the right to notify the Contractor, in writing, of the details and to request the Contractor to take the corrective action hereinafter specified. Upon receipt of such a notice from the Union, the Contractor shall investigate the situation without delay and if it is determined that the labor organization which represents the workmen performing services covered by this Agreement does not contend that such services fall within its own craft jurisdiction, the Contractor shall immediately take the following action:

(c) With the mutual agreement of the Subcontractor to replace the workman who has been performing the services in question, with an employee represented by the Union; or

(d) So alter the Contractor's relationship to the Subcontractor as will result in the performance of the services in question by an employee represented by the Union. The Contractor's action may consist of a change order affecting the scope of the work covered by the Subcontract with the particular Subcontractor, or a complete termination of the said Subcontract.

(e) The Contractor agrees that he shall include in all of his subcontracts, provisions, giving him the right to take any of the foregoing remedial actions.

16. (a) The purpose of this paragraph is to preserve and protect to the maximum extent the Union has thus far been able to negotiate it, 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) 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 unit employees in the classification of Heavy Duty Repairmen/Welder shall be performed by employees covered by this Agreement. If the parties to this Agreement determine that this paragraph is unworkable, then either party may reopen the Agreement within sixty (60) days prior notice to the other party for the purpose of renegotiating this paragraph only.

17. The Contractor and his Subcontractors shall have freedom of choice in the purchase of material, supplies and equipment except that every reasonable effort shall

be made by the Contractor and his Subcontractors to refrain from the use of materials, supplies or equipment, which will tend to cause any discord or disturbance on the project.

18. The Contractor shall not perform any work with employees at the site of the construction, alteration, painting, or repair of a building, structure, or other work which comes within the recognized jurisdiction of the Laborers, Cement Masons, Teamsters or Ironworkers unless the Contractor is signed to an appropriate current labor agreement with the appropriate craft.

19. 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 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.

20. In the event that 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 Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by this Agreement. It is understood that the Union does not at this time, nor will they during the term of this Agreement, claim jurisdiction over the following class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of Craft Foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foreman.

B. The Union recognizes the Southern California Contractors Association, Inc., as the sole and exclusive bargaining representative for their respective eligible members, present and future, who are or who become, bound by this Agreement and agrees that during the term of this Agreement they will not negotiate or enter into any agreement with such individual eligible 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 eligible member of the Southern California Contractors Association, Inc., with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Southern California Contractors Association, Inc., shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible 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 member resigns or is suspended from the Association. Such former or suspended member 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 appropriate Association and 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, 2028, (or June 30th of any subsequent year if the Union fails to give notice in 2028) 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 members within thirty (30) days' after admission to membership or change in membership status.

D. Employees employed by one (1) or more of the Contractors for a period of eight (8) days continuously or accumulatively under the work jurisdiction of a particular Union as that term is defined herein shall be or become on the eighth (8th) day or eight (8) days after the effective date of this Agreement, whichever is later, members of such Union and shall remain members of such Union as a condition of continued employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.

E. The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of fees required.

F. By Memorandum of Understanding between the bargaining representatives of this Agreement and the bargaining representatives of other geographical areas, provisions may be made for the transfer of certain key employees of an individual Employer on a nondiscriminatory basis. Employees of an individual Employer who are transferred into the jurisdiction of Local Union No. 12, under the provisions outlined in this paragraph, shall be allowed to remain on the job or project, in the classification for which they were dispatched, for its duration, but these employees shall not acquire Group "A" status. However, if any Employer is successful in being awarded another project in Local Union No. 12, he will no longer be considered as being a Contractor from outside the territorial jurisdiction of Local Union No. 12 and will employ all his personnel through the Dispatch Offices of the Local Union.

G. 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 accumulatively 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 a Contractor by name subject to the foregoing and confirmed in writing by the Contractor no later than forty-eight (48) hours after the workman reports for work. There shall be no job soliciting.

(b) Workmen shall have "A" Status extended 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 geographical 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 a written and specific notice and a 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.

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 who fail to qualify for Group "A" or Group "B". 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 requests 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) The Contractors recognize the person employed under this section is a person who has reached an age where his productivity of operating heavy equipment has been restricted because of high speed and technical advances or has been injured in an industrial accident and can be utilized on work of this nature.

(1) It is not the intent of this clause to raise costs of construction, but rather to recognize the responsibility of the industry to provide suitable employment for such

employee. On this premise, it is understood all Contractors on a job or project will request all Subcontractors and Building Tradesmen to assist in providing such employment to said Operating Engineer.

(b) With respect to the above classifications, those registered in the Preferred "A" Status shall prevail.

(c) 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.

(d) 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 Compressors and assist in the drilling and blasting operations.

(e) 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.

(f) 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.

(g) This Article shall include the machines of the prime Contractor and/or Subcontractors in operation on any job or project.

(h) Subparagraphs (c), (d), (e), (f) and (g) of Section G, Paragraph 4 shall not apply to a job or project of Seven Million Five Hundred Thousand Dollars ($7,500,000.00) or less. However, if someone other than an Operating Engineer is used or assists the Operator on any equipment as described in the above mentioned subparagraphs, then a Preferred Operator shall be immediately requested from the hiring hall and shall remain in the classification for the duration of the job or until such time as the equipment is no longer in operation.

(i) When the number of compressors, welding machines and/or generators in combination, described in Section G, Paragraph 4, Subparagraph (c) and Section G, Paragraph 4, Subparagraph (e) 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.

(j) The Employer shall call the Union Dispatch Office for all workmen used in the above classifications. The Employer may utilize the services of another

employee covered by this Agreement to service such small units. Workmen registered on the Preferred List shall be dispatched until this list is exhausted.

(k) Workmen registered in this Preferred "A" Status shall:

(1) Be ineligible to register and shall not register for work in any classification other than those specified in this paragraph.

(2) Be 55 or more years of age and have had at least ten (10) years employment or availability for employment in any one (1) or more classifications 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.

H. All Officers and Business Representatives of the Union who have had experience in any one (1) 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 (1) or more of the classifications contained in this 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 continuously worked for individual Contractors.

I. 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:

1. Hiring - Union Responsibility:

(a) The Union shall establish and maintain open and nondiscriminatory employment lists for workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to registration and dispatch subject to the provisions of this Article.

(b) 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 lists to the Contractor by use of written referral, in the order of preference outlined in "Definitions" of this Article, 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.

(1) 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.

(2) No employee shall be discharged or discriminated against for activities in behalf of, or in representation of, the Union not interfering with the proper performance of his duties. Any discharge may be subject to the grievance procedure.

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

DISTRICT OFFICE	TERRITORY COVERED
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
Phoenix, Arizona.....	All Counties in the State of Arizona

Employees employed by the Contractor pursuant to the terms of this Agreement shall not be removed or transferred by the Union unless prior approval of the Contractor involved is obtained.

(4) 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, 10 (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.

2. Hiring - Contractor Responsibilities:

(a) 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 classifications needed and requested by the Contractor, strictly in accordance with the provisions of this Article.

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

(c) Reasonable advance notice (but no later than twenty [20] hours prior to the required reporting time) will 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 men are so employed, the Contractor will immediately report to the Dispatching Office each such workman by name.

(d) In the event of litigation resulting from a jobsite accident, the Contractor will utilize the services of his counsel to represent an employee.

(e) When the Contractor desires to transfer employees from one (1) district to another, he shall give reasonable advance notice (by telephone or otherwise) to the office in the district where the workmen are employed. The District Office, which includes the area where the workmen are to be employed, will issue new referrals to the employees.

(f) When employees are transferred to a job by the Employer and of necessity must remain away from their permanent home, the Employer and employee will agree to the amount of compensation if the job is not located in a subsistence zone.

J. 1. 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.

2. In the event the Union is unable to refer applicants for employment to a Contractor in sufficient number, or sufficient type, from the minority groups represented within the local area as may be necessary to enable the Contractor 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 Federal and State Laws, Presidential Executive Order, regulations, rules, directives or orders which cover minority hiring and which are applicable to the Contractor, then in any such event the Contractor shall be free to directly recruit from any source such number of minority applicants acceptable to the Contractor as may be necessary to satisfy the Contractor's needs to effect such compliance.

3. 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.

K. (a) 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.

(b) 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 1, 2, 3 and 4 of this Section K, then he shall lose the privilege of this Section K 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.

(c) The workman employed by the Contractor shall designate the fringe benefit trust to which he chooses to have the Employer make contributions in his behalf if such trusts are other than those specified in this Agreement. 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.

(1) In the event the workman shall, as referred to above, designate that such fringe benefit contributions be made by the Contractor to trusts other than those specified by this Agreement, such contributions shall be made by the Contractor in the amounts specified from time-to-time by the applicable bargaining agreements providing for such trusts and for the contributions thereto, and shall be made at the time and in the manner specified by such other trusts or the trustees thereof.

(2) The Contractor shall advise the Union in writing as to the workman's qualifications. 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.

(3) 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.

(4) 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.

L. Each Employer who employs over five (5) Operating Engineers on any one (1) job or project covered by this Agreement, or if there are not over five (5) Operating Engineers on any one (1) job or project who employs over fourteen (14) Operating Engineers on all company jobs or projects covered by this Agreement, shall have a minimum of one (1) Apprentice in his employ, if available. Thereafter, he shall include an additional Apprentice in each six (6) Operating Engineers employed after the first six (6) on any one (1) job or

project covered by this Agreement or in each fifteen (15) Operating Engineers employed after the first fifteen (15) on all company jobs or projects covered by this Agreement. Preferred men and non-working foremen will not be considered in determining the number of Operating Engineers employed for the purposes of this section.

1. 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. No indentured Apprentice may be employed as a Foreman until he has completed the Apprenticeship Program and is given Journeyman status.

M. 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.

1. The cost of dispatching Apprentices shall be borne entirely by the Joint Apprenticeship Trust.

N. 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 (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 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 interpretation or application 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 XVIII, 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 and wage rates are not applicable, the Contractor, the Contractor Association and the Union, will within three (3) working days, agree upon a temporary classification and wage rate. Such temporary classification and wage rate shall be immediately referred by the Contractor Association to the Labor-Management Adjustment Board, which shall meet no less than quarterly if requested, to review and establish the proper classification and wage rate. Either party having a dispute under this article shall have the right of 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 employees employed to operate the equipment, the Contractor shall not assign the operation of any of the equipment to any other employee not covered by this Agreement. An employee may be changed from one (1) 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 (1) 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 will not apply when the individual Contractor or Subcontractor has seven (7) or less pieces of equipment, excluding Pumps, Compressors and Generators on the job). If the Contractor is found violating this Section B of Article IV, it is agreed that appropriate compensation shall be the payment by the Contractor to the Operating Engineers Health and Welfare Fund at the rate of eight (8) hours 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 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 Section 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 the Agreement), provided that if a Contractor desires to lessen or increase the number of employees or the number of classifications used to perform any such operation and no understanding can be reached, then either party may have same determined by the procedure provided for in Article V of this Agreement.

D. 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 or safety, or in conflict with the present well-established customs in the industry.

E. If a Contractor is found violating any portion of this Article the Contractor shall immediately pay compensatory damages to the Health and Welfare Fund in an amount as determined through the grievance procedure.

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's 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 (1) 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 the jobs during working hours for the purpose of performing his assigned duties.

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 D 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 Steward(s), and the Contractor, or his representative, prior to laying off or discharging the Job Steward(s) 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(s) shall remain

on the job as long as there is work in a classification he is qualified to perform. The Job Steward(s) shall not be discharged or laid off for the performance of his agreed-upon duties when performed in accordance with this Article.

C. Stewards shall be given job security and have the right to transfer as Steward from job-to-jobs provided they are qualified employees and perform their employee duties to the satisfaction of the Contractor. There shall be no discrimination against the Union Steward(s) for performing his Union duties. New employees shall on their first day of employment show their job referrals to the Job Steward. If the Steward is not immediately available, the new employee shall show his referral to the Steward as soon as possible.

D. To promote harmony between the Union and the individual Contractor, the Steward(s) 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-dispatched workmen or by workmen of another craft.

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 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(s) prior notice.

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

9. In the event the Steward is off work for an extended period of time due to injury or illness and returns to work, the Contractor shall reinstate the Steward to the same job classification as when he left. If said classification is not available, then the Steward shall work in a classification he is qualified to perform.

10. The Job Steward shall not;

(a) stop the Contractor's work for any reason, or

(b) tell any workman or any employee covered by this Agreement that he cannot work on the job.

11. Infraction of either of these two (2) rules shall be cause for immediate dismissal of the Job Steward without any 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 Article XVII.

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. The parties recognize that the Union has an Agreement with the Dredging Association of California covering dredging work which overlaps with dredging work covered by this Agreement, but which also covers dredging work not covered by this Agreement. In the event the Union contends that an Employer is misapplying this Agreement to dredging work and that the Dredging Association Agreement covers such work, the dispute shall be submitted for resolution under Article V of this Agreement. If it is decided that the work in dispute is not covered by this Agreement and is covered by the Dredging Association Agreement, the Employer shall retroactively to the date of the commencement of the work apply all of the wages, hours and working conditions of the Dredging Association Agreement to the work. In making such determination the historical custom and practice in the Southern California area shall be controlling.

ARTICLE VIII
Health and Welfare Plan

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 by 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) months premiums, they shall promptly advise the parties to this Agreement and Declaration of Trust of their conclusion and shall certify to said 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. The parties to this Agreement agree that if a majority of the participants in this Plan at a Semi-Annual Membership Meeting or a special called General Membership Meeting desire to increase the hourly contribution, 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, Paragraph 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 Employers.

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 and office engineers as they are defined in the Exclusion Clause of Article I, Section B, Paragraph 7, in the amount 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 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, Paragraph 7, 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, Paragraph 7, 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 the 10th day of July, 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 renewal or extension thereof and for the term 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.

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 ($0.05) 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
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 (5), and five (5) 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 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.

D. The parties agree that the monies collected shall be deposited in an interest-bearing account until the plan becomes operational, however, during the interim period the parties to the Agreement may place someone in the employment of the plan to assist in formulating and establishing the program.

ARTICLE XIV
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 1st 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 XV
Contract Administrative Fund

A. For the purpose of protecting and promoting the interests and welfare of the construction industry, its individual Employers and employees, the parties hereto have established a Contract Administrative Fund. The Employers shall pay into the Contract Administrative Fund the sum listed in Appendix "F" for all hours worked by employees pursuant to the terms of this Agreement.

B. At any time during the term of this Agreement, the Employers may, within thirty (30) days' written notice to the Union, increase the contribution to the Contract Administrative Fund to a maximum of the amount designated in Appendix "F" of this Agreement per hour for each hour paid.

C. At any time during the term of this Agreement, the Southern California Contractors Association, Inc. may at its option, with thirty (30) days' written notice to the Union, elect to have the amount designated in Appendix "F" of this Agreement per hour for each hour paid by the Southern California Contractors Association, Inc., signatory association members remitted to the Southern California Contractors Association, Inc. Promotion Fund. Any other person, firm, limited liability company or corporation signatory to any short form contract or other agreement may also elect to remit the amount designated in Appendix "F" of this Agreement per hour, to the Southern California Contractors Association, Inc. Promotion Fund.

D. The Contractors shall have the right to allocate an additional two cents ($0.02) per hour during the life of the Agreement to the Contract Administrative Fund contribution.

ARTICLE XVI
Fund for Construction Industry Advancement

A. The parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of the Contractors, the individual Employer will contribute the amount designated in Appendix "F" of this Agreement per hour for all hours

worked or paid for by all employees employed under the terms of this Agreement to the Fund for Construction Industry Advancement, an Employer established and administered Trust formed and created for this purpose and the individual Employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the Fund for Construction Industry Advancement, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

B. It is understood that independent of any other provisions contained in this Agreement which provided for its termination, Contractors shall have the right and power to cancel unilaterally the provisions, solely of this Article at any time by delivering notice to the Unions in writing to that effect.

ARTICLE XVII
Qualifications

A. 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.

B. 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 and operated or used on any work on which he is the prime 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 B, except as specifically set forth in Paragraph 1 above.

C. Except in those cases where an individual member of the participating 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 neither 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 the work covered herein.

D. Neither party to this Agreement shall cancel this Agreement because of a claimed breach thereof or file any action for damages because of a claimed breach of this Agreement without first exhausting the grievance and arbitration procedure of this Agreement, and neither party shall file any action for damages because of a claimed breach of this Agreement without giving notice, in writing, to the other party and allowing ten (10) days thereafter to such party for redress or correction.

ARTICLE XVIII
General Savings Clause

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of 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, 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 XIX
Working Rules

The following working rules shall govern the employment of employees performing all work covered by the terms of this Agreement:

A. Single Shift:

1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 A.M. and 4:30 P.M., shall constitute a day's work. Forty (40) hours Monday 5:00 A.M. through Friday 4:30 P.M. shall constitute a week's work.

2. The starting time of single shifts shall be at 5:00 A.M., 5:30 A.M., 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 times 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 5:00 A.M. and after 4:30 P.M., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and holidays, shall be paid at the applicable overtime rate.

4. The Contractor, at his option, may start earlier than 5:00 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 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 by email at shiftnotifications@iuoelocal12.org 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. A response notification by the Union shall be provided via email within forty-eight (48) hours, excluding holidays and weekends. 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 Section D, 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 (2nd) shift shall be paid in accordance with Appendix A-3, B-3, C-3 or E-3. The third (3rd) 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 eight (8) hours work in one (1) day, on Saturdays, Sundays and holidays, shall be paid for at the appropriate 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.

C. 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.

D. Special Shifts:

1. A special starting time of an eight (8) hour shift, beginning no earlier than 11:00 A.M. and no later than 3:00 P.M. may be established by the Contractor for field lubrication or repair of equipment. Employees on this multi-shift shall receive the basic per hour rate as designated in Appendix A-3. The Union shall be notified, in writing, prior to the establishment of such shift for each job. In cases of deviation from the original established starting time and when the Union is not notified in writing, employees shall be paid overtime for all time worked or paid outside of the regular constituted shift.

2. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance by email at shiftnotifications@iuoelocal12.org of a bona fide job requirement that work can only be performed outside the regular day shift due to requirement by City, County or State and other contracting entities, a response notification by the Union shall be provided via email within forty-eight (48) hours, excluding holidays and weekends. 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 hour 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.

3. 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 Sundays and hours worked in excess of eight (8) hours. Employees working this special shift shall not 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.

4. A special starting time may be established on underground utility pipeline jobs only. The underground contractor may start the operator and oiler on backhoe and trenching machines one (1) hour before the regular constituted starting time for an eight (8) hour shift to be paid at the straight-time hourly rate.

5. 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. 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 twelfth (12th) hour shall be paid at two (2) times the regular rate. All time worked on the nonscheduled weekday (Monday or 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 twelfth (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.

It is also agreed that all of the other provisions of this Article pertaining to starting times, show-up time, etc., shall apply and that 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.

6. 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 to Level "A", Level "B" and Level "C" regulated work.

E. Tide Work Schedule:

The following provisions shall apply to employees 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.

F. Emergencies:

1. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, starting time for the shift may be made to fit the emergency and eight (8) hours in any twenty-four (24) hour period may be worked at straight-time. All other terms and conditions of this Agreement shall apply.

G. Holidays:

The following days shall be recognized as holidays:

New Year's Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

and the first Saturday, following the first 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. If Christmas or New Year's Day should fall on a Saturday, the Friday preceding 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.

H. Reporting Time and Minimum Pay:

1. 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.

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

3. 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 day of hire shall be paid for their actual time worked.

4. 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.

I. 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. 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.

3. On all building jobs where hoists, forklifts or elevators are used, such employee 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 to which he was dispatched remains in operation.

4. All employees of the Contractor having moved from one job to another with their Employer shall be deemed to be regular employees.

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

J. Meal Periods:

It is mandatory that all employees shall be given a full uninterrupted one-half (½) hour meal period. The meal period may be staggered between the fourth (4^{th}) and fifth (5^{th}) consecutive hours. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double (2) time rate. In addition to the minimum pay requirements, Article XIX, Section H, when they are required to work overtime after 6:30 P.M., they shall be allowed a one-half (½) hour meal period for every five (5) hours thereafter they are required to remain on the job. Meal periods may be staggered so 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 (½) hour pay at the applicable wage rate for each meal period that is missed as defined in Section H, Paragraph 2 of this Article. This provision is inclusive of the penalty provision of applicable law.

K. 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 (½) 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. 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. If the employee is signed to automatic deposit at the time of layoff or discharge, automatic deposit is acceptable if posted 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. If the employee is signed to automatic deposit at the time of quitting, automatic deposit is acceptable if posted within seventy-two (72) hours. 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.

L. Sanitation, Safety and Rest Periods:

1. All approved Safety Orders of the California Division of Industrial Safety 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.

(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 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. The Unions shall cooperate with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention, and employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

(a) All Federal and State safety rules, regulations, orders and decisions shall be binding upon the individual Contractor and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

(b) The individual Contractors shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. The Union is not responsible for such implementation or maintenance.

4. Heaters will be provided on all earth moving equipment when the outside temperature is below forty (40°) degrees Fahrenheit during the shift.

5. Air-conditioned cabs: (See Appendix "G" attached hereto.)

6. Drinking Water:

The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups, salt tablets and adequate toilet facilities in accordance with California State Law.

7. 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, unless performing emergency work which is not considered a normal job operation.

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

9. 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 other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor-Management Relations Act of 1947, as amended.

M. Crews:

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

(a) Derrick Barges - Crews on derrick barges shall consist of Engineer-Operator, Engineer-Oiler and Deck Engineer.

(b) 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, clam-shells, backhoe (excluding Ford Ferguson, Sherman and similar types), all cranes (except as excluded elsewhere in this Agreement) Whirleys or other types, excluding tower cranes, mucking machines over ¼ 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 will not be required for potholing and shall not be required on backhoe 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. When a backhoe or excavator is equipped with a GPS system, then no Oiler or Grade Checker is required. 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 be immediately 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) Gradall operator: An Oiler shall not be required on gradalls, however, if someone other than an Operating Engineer is used to check grade, or assists the Operator in any manner, then an Oiler shall be immediately requested from the hiring hall and shall remain in that classification for the duration of the Agreement.

(e) 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.

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

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

(h) 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.

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

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

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

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

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

(n) 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.

(o) 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.

(p) Two (2) Operating Engineers will be the recognized crew size on Spike Puller and Spike Driver for production Tie Gang.

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 90 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 (¾) yard bucket or less and rated at less than fifteen (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) Drilling machines, track mounted Texoma 330 through 900, or similar type.

(c) 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: Crews on manually operated jobsite asphalt plants shall consist of a Plant Engineer, Fireman and an Apprentice. On automated asphalt plants, the crew shall consist of a Plant Engineer and an Apprentice. The crews as required by this Section M shall be identified with the plant at all times. On small portable plants, a Plant Engineer and a Fireman or Oiler will be required.

12. Concrete Batch Plants:

(a) 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.

(b) 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.

(c) The crew on a small portable plant, mixer size of four (4) cubic yards or less, shall consist of one (1) Operator.

(d) Volumetric Mixer Operator – Loads, drives, mans, batches and places mix; no more than one (1) Operator required per mixer (Group VI). Should the Contractor elect to add an additional crew such as a Central Batch Plant Operator, Loader Operator, or an Auger/Aggregate/Water Mixer Operator, they shall be paid at the existing classifications within this Agreement.

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

14. Cold Foamed Asphalt Recycler (2 Operators 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 Operator.

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.

15. 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.

16. The Employers 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.

17. 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.

N. 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 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 Employer as needed, such as: Pin Presses, Spanner Wrenches, Air or Electric Wrenches, Testing and Measuring Devices other than a hand rule, Gear and Bearing Pullers, Electric Drills, Reamers, Taps and Dies, Oxy-Acetylene Hoses, Gauges, Torches and Tips, twenty-four (24") inch Pipe Wrenches or Socket Wrenches and sockets requiring over three-quarter (¾") 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.

O. Journeyman-trainee:

1. It is agreed that a Journeyman-trainee may be employed by an individual Employer for a period of thirty (30) days at fifty cents ($0.50) 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.

2. It is the intent of this section to provide a method of allowing present Journeymen to expand their capabilities in the industry. The maximum Journeyman-trainees allowed to any Contractor at any one time shall be two (2).

P. 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.

1. 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.

Q. 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.

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 three hundred and fifty (350) yards of a jobsite, the Contractor shall be responsible for designating a free parking area for his 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 enroute and return. For off-shore 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. Jobsite Transportation:

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

6. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to the drain.

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

8. Combination Mixer and Compressor Operators on Gunite work shall be classified as Concrete Mobile Mixer Operators.

9. The necessity for the use of an employee as a Signalman 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.

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

11. 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.

12. Water Control:

(a) A Dewatering System is 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.

(b) During the day shift, a Dewatering System shall be started, stopped, serviced and maintained by an employee covered by the terms of this Agreement; however, 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 said day shift. A Pump Operator will be required on the second (2nd) and third (3rd) shifts unless full shifts are worked by the second (2nd) and third (3rd) shift personnel.

(c) When submersible or well pumps are operated with public electric power, an Operating Engineer will not be required. Jobsite maintenance or repairs on the system, if required, shall be performed by an Operating Engineer. An Operating Engineer will not be required on a single small unit which is used for the filling of a water tank or water trucks.

R. 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, Chief of Party and Forklift Operators 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's classification under his supervision. 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 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.

3. If an individual 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 Signalman, Compressor Operators, Pump Operators, Generator 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.

S. Owner-Operator:

1. Whenever "Owner-Operator" is used in this paragraph, it means Operating Engineer equipment Operator-Employee 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 paragraph 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 any time an individual Owner-Operator has a piece of equipment operated by someone other than himself on any given job or project, the provisions of this Section S will not apply to such equipment, rather, Article I, Section B, Paragraph 10 of this Agreement shall become applicable.

3. The Owner-Operator shall not be subject to the provisions of Article II, Section I, Paragraph 2, Subparagraphs (a), (b) and (c) 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, Sections D and E.

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 S. 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 Health and Welfare Fund 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 employed person to perform work covered by this Agreement. The portion of the contribution designated as supplemental dues, in Appendix "F" shall be forwarded to the Union by the Trust Administrator. The monies paid under this provision shall be as damages and not for the benefits of any specific individual.

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

5. Separate checks shall be issued to such Owner-Operator for: (1) employee's wages, as defined in Section H of this Article and, (2) for his equipment.

6. All hours worked or paid for under the terms of this Section S, shall be reported to, and payments made to, the Operating Engineers Trust Funds, as provided for in this Agreement.

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

8. 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 Appendix B, Group XIII 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.

T. Subsistence:

1. In the subsistence area as hereafter defined in "Exhibit A" subject to the exceptions noted below, subsistence shall be paid at the rate of Eighty Dollars ($80.00) per

scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

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

(a) Effective on all work bid after July 1, 2022, the areas inside the boundaries of China Lake Naval Reserve, Vandenberg Air Force Base, Point Arguello, Seely Naval Base, Fort Irwin Army Base, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards Air Force Base and 29 Palms Marine Base, 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.

(b) Zone pay is hereafter established effective July 9, 2007, and defined as "Exhibit B" subject to the exceptions noted below, zone pay shall be paid at the rate of Two Dollars ($2.00) 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 northern portion of "Exhibit B" delineated by the color blue.

Those areas defined in "Exhibit B" by the color yellow shall be One Dollar ($1.00) per hour above their regular rate of pay and shall become their base rate for the entire shift.

3. An employee or workman who is required to report or perform any work in a subsistence area, for any portion of the day or shift, shall receive the established subsistence rate for the entire day or shift.

4. Exception to the above requirements may be taken and no subsistence furnished or paid in the following instances:

(a) Where the work performed on the job or project is located entirely within the free zone designated in "Exhibit A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid jobs is located within the subsistence area and within a fifty (50) mile radius of the center of the job or project, which is also located in the subsistence area.

(c) Where subsistence is applicable when the Contractor advises the employee that the project will be discontinued for a period of two (2) days, he shall give the employee the opportunity to return to his home and subsistence shall not be applicable for these days. If such notice is not given to the employee, subsistence shall be payable for the days that work is discontinued.

5. Subsistence shall be paid at the rate of Eighty-Two Dollars ($82.00) per day in the counties of Inyo and Mono.

6. If the Employer furnishes the employees a suitable room, the employee shall receive Thirty-Two Dollars ($32.00) per day subsistence allowance in the counties of Inyo and Mono.

7. When the home of an employee, at the time a job is bid or commitment is made on non-bid jobs, is located within a fifty (50) mile radius of the center of a job or project in Inyo and Mono Counties, subsistence will not be applicable.

8. Subsistence, as provided in Section T, Paragraph 1 shall be paid on jobs on the following offshore islands:

Richardson Rock
Santa Cruz Island
Arch Rock
San Nicolas Island
Santa Catalina Island
San Miguel Island
Santa Barbara Island
San Clemente Island
Santa Rosa Island
Anacapa Island
(Channel Islands Monument)

9. In the event campsites are established on off-shore islands, in lieu of subsistence, they shall be maintained and operated inclusive of all the stipulations set forth below. Employees reporting at the embarkation point for travel, to the above named islands shall be paid travel time from the mainland to the island and return at the straight-time rate and in no event shall the travel time be less than one (1) hour, regardless of mode of travel. Travel time shall start and end at the point of embarkation, at the time and place designated by the Employer.

10. The Contractor may provide and maintain acceptable room and board, seven (7) days per week, in compliance with California State Laws, in lieu of subsistence.

11. In the event a campsite is established, employees shall receive travel time from the campsite to the jobsite, and back to the campsite, at the straight-time rate of pay.

12. Employees shall not be transported to and from the campsite or jobsite unless the transporting vehicle meets all safety requirements and the stipulations as set forth in the California Vehicle Code for the transportation of workmen.

13. Payments of subsistence shall be identified, reflecting the number of calendar days of subsistence.

U. 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 U.

2. This section covers jobsite work on construction, alteration, repair modification or demolition of tunnels, shafts, tunnel shafts, adits, silos, raises, subways, chambers, 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 of 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 operations. 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 U shall also include: Work in the Contractor's portal yards and shops, tunnel survey work such as the placing, setting and adjusting of Laser Beams, Gyroscope, Geodometer, 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.

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 U.

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 straight-time at the rate designated in Appendix D-1 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 all 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 straight-time at the rate designated in Appendix D-1 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 (2) 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:

(1) 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 this Section U, Paragraph 9, Subparagraph (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 feet (200 ft.) or less, such as under highways or railroad embankments.

(g) If a change house is located more than one thousand, two hundred fifty (1,250) walkable feet from the portal, adit or shaft, then the time of work shall start and end for pay purposes at the change house. This shall not affect the well established practice of employees who are required to report before their regular starting time to fire up, grease or maintain equipment, or 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 one-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 Repairman Helpers, Apprentices and/or Firemen.

(k) Employers shall be required to furnish rubber clothing, boots, safety hat, 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 this Tunnel Agreement 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-1 for the entire shift above the stipulated rate of pay for the classification of work in which he may be engaged.

(m) Foreman: 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 or 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. 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.

(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 as 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 is 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 more than three (3) and less than seven (7) employees on the project or shift. He 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 (1) 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 U, 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 a pre-job conference upon the 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 four and one-half (4½) 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 Representative, his employees and may be attended by a representative of the Union.

(b) The Contractor's Representative, the Union Representative and the 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 its 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 vehicles shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the operator shall be installed.

(g) No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule and regulations 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 Appendix D, Group IX 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 installations, 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, the 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 the air by the ventilation system and wetting down of the muck pile).

(m) Classifications and wage rates are designated in Appendix D.

V. 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 V.

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 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, Geodometers, 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 lines 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, river 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 and incidental structures, 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 Appendix 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 the Surveyor's Joint Apprentice and Journeyman Training Committee, he shall receive the rate of pay as designated in Appendix C or D.

8. The classifications and wage rates are designated in Appendix C.

W. Miscellaneous Provisions:

1. In the event the Employer willfully violates the provisions 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 violations, 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 payment provision and in such case, the Employer shall be required to pay only the actual amount of back pay involved at the standard straight-time and overtime rate.

2. Either party to this Agreement shall have the right to reopen negotiations pertaining to Union Recognition and Hiring Procedures by giving the other party thirty (30) days' written notice when the laws pertaining thereto have changed by Congressional Amendments or State or Federal Government regulations.

3. Overtime: 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. Holidays shall be double (2) time, except as provided elsewhere in this Agreement. If the Contractor works overtime continuously for more than thirty (30) calendar days, the Contractor and the Union will meet to discuss why a two-shift operation cannot be put into effect.

4. Operators on hoists with three (3) drums shall receive fifty cents ($0.50) 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.

5. All Heavy-Duty Repairmen and Heavy-Duty Repairman-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.

6. 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.

7. 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.

8. 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.

X. Special Working Rules and Conditions for Contractor's Permanent Shops and Yards:

1. The following special working rules shall apply to all work in the Contractor's yards and/or shops, except such yards and/or shops set up especially for serving a specific construction job.

(a) Where a single shift is worked, eight (8) hours of continuous employment between the hours of 5:00 A.M. and 4:30 P.M., except for lunch period of not less than thirty (30) minutes, to be taken within the fifth (5th) hour, shall constitute a day's work, beginning 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 5:00 A.M., or after 4:30 P.M., or during the interval from 4:30 P.M. Friday to 5:00 A.M. Sunday, such work shall be paid for at one and one-half (1½) times the basic rate of wages. Work performed on Sundays and holidays shall be at double (2) time.

(b) Where two (2) or more shifts are worked, five (5) days of seven and one-half (7½) hour shifts from Sunday midnight to Friday midnight shall constitute a regular week's work. Seven and one-half (7½) hours shall constitute a regular day's work, for which eight (8) hours shall be paid. Overtime pay rate on shift schedules shall begin after seven and one-half (7½) 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.

ARTICLE XX
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, 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 incident 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 Union agree to amend the Agreement and Declaration of Trust of the Operating Engineers Vacation-Holiday Trust for the purpose of authorizing, allocating and distributing the foregoing sums. The 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 XXI
Delinquency and Collection Procedure

A. The Trustees of the Trust Funds through their Administrator shall give written notice to a delinquent Contractor with a copy to the Union, advising the Contractor to correct a delinquency within ten (10) days of the giving of such notice. Any dispute between the parties, or between the Trustees and a Contractor, concerning the payment or non-payment of monies due the Trust Funds shall not be subject to Article V (concerning procedures for settlement of grievances) of this Agreement. The Union may withhold service from any or all jobs of such delinquent Contractor after said ten (10) day period, if the delinquency is not corrected and if the delinquency involves a failure by the Contractor to make payments on behalf of its employees. In this event, the provisions of Articles III and V of this Agreement shall not apply to any such delinquent Contractor, regardless of any change of name or association, until after all delinquent amounts owed to the Trust Funds have been paid in full.

B. The Trustees of the Trust Funds, through their Administrator, shall furnish the Contractor Association and the Union a list of delinquent Contractors each month. 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 Subcontractor. The Contractor agrees that he will not subcontract any portion of his job to any Contractor whose name appears on the delinquent list, unless the delinquent Contractor has paid all delinquent monies to the various Trust Funds.

C. In the event the Contractor subcontracts to any delinquent Subcontractor, in violation of the foregoing, the Contractor shall be liable to the Trustees for all accrued delinquencies of the 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. 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. If a Subcontractor becomes delinquent after commencing work for the Contractor, the Contractor shall be liable for all delinquencies incurred on the job after ten (10) days following the date of the delinquency list on which the Subcontractor's name first

appeared. The Contractor shall terminate the contract of the Subcontractor who fails to promptly correct his delinquency. This Section C shall be enforceable only through a lawsuit.

D. An Employer who pays any amounts to the Trust Funds under protest and claims a right to recover such amounts shall be considered delinquent to the Trust Funds until the dispute concerning such amounts is finally resolved. Any Subcontractor who is on a payment proposal and remains current in his payment schedule shall be removed from the delinquent list.

E. The Contractor has a duty to report to the Trust Funds as required by the Agreement. The Contractor shall maintain for a period not less than five (5) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement. The Contractor shall make available such records for audit by the Union Trust Funds 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 obligations, 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 Fund's 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.

F. An Employer who refuses to permit an audit by authorized representatives of the Trust Funds shall be considered delinquent to the Trust Funds, and shall be liable to the Trust Funds for all legal costs, including attorney fees, incurred by the Trust Funds in obtaining the audit, regardless of whether the audit finds any delinquent contributions due.

G. All signatory Employers who fail to send the monthly report form as required by the various Trust Funds whether any employees are employed or not, shall be considered delinquent to the Trust Funds. An Employer may notify the Trust Funds, by Certified Mail, of his desire to be deleted from the official mailing list for the period of time in which he will not be employing persons covered by this Agreement. Such notification or deletion shall not affect in any way the Employer's obligation to abide by all terms of this Agreement.

H. All signatory Employers found to be delinquent shall pay for all legal expenses, including attorney fees, and auditing costs in connection with such delinquency, plus liquidated damages in the amount of Twenty-Five Dollars ($25.00) or ten percent (10%) of the total sum of the contributions, whichever is greater, to the Trust Fund to which the delinquent contributions were owed.

I. 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 or dividends, 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 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 I 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 for the term of employment involved.

The obligation under this Section I shall not apply to a bona fide year-end, mid-year, or job completion bonus which the Contractor establishes to the satisfaction of the Trusts is not a disguised attempt to pay wages or to pay a bonus in lieu of wages.

J. The terms "Trustees" and "Trust Funds" as used in this Article, mean and refer to those several Trusts and Board of Trustees established and maintained pursuant to Articles VIII, IX, X, XI, XII, XIII and XIV (jointly and severally, as their interest may appear).

K. It is hereby agreed by the parties to this Agreement that the number of Trustees on the Operating Engineers Pension Trust and/or Operating Engineers Health and Welfare be increased by two (2), which shall be selected by the Southern California Contractors Association.

It is further agreed that the Operating Engineers Union Trustees may be increased by a similar number, if they choose. It is understood the number of voting Trustees, Union and Management shall remain equal.

ARTICLE XXII
Term, Termination and Renewal

This Agreement shall be effective as of the 1st day of July, 2025, and remain in effect through the 30th day of June, 2028, 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 the 30th day of June, 2028, or the 30th day of June 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
- Forklift Operator (includes loed, lull or similar types – Under 5 tons)
- 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
- Forklift Operator (includes loed, lull or similar types – Over 5 tons)
- Heliostat Assembly System (Operator related work)
- Hydrostatic Pump Operator
- Oiler Crusher (Asphalt or Concrete Plant)
- Petromat Laydown Machine
- PJU Side Dump Jack
- Rotary Drill Helper (Oilfield)
- Screening and Conveyor Machine Operator (or similar types)
- Skiploader (wheel type up to ¾ yd. without attachment)
- Tar Pot Fireman
- Temporary Heating Plant Operator
- Trenching Machine Oiler

GROUP III

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

GROUP IV

- Air-Vac Operator
- All Terrain Placers/All Terrain Stone Slingers
- Asphalt Plant Fireman
- Backhoe Operator (Mini-Max or similar type)
- Boring Machine and/or Pilot Tube 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)
- Equipment Greaser (Grease Truck)
- Excavator Track/Rubber-Tired – with all attachments (Operating weight under 21,000 lbs., see crew size requirement)
- Guard Rail Post Driver 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 Plant Engineer
- Batch Plant Operator
- Bit Sharpener
- Concrete Joint Machine Operator (canal and similar type)
- Concrete Placer Operator
- Concrete Planer Operator
- Dandy Digger
- Deck Engine Operator
- Deck Engineer

- 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)
- Force Feed Loader
- 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)
- Hydro Seeder Machine Operator (straw, pulp or seed)
- Jackson Track Maintainer, 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 types)
- 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 (or similar types)
- Self-Propelled Tar Pipelining Machine Operator
- Skiploader Operator (crawler and wheel type, over ¾ yd. and up to and including 1½ yds.)
- 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
- Welder – General

GROUP VII

- Welder - General (Multi-Shift)

GROUP VIII

- Allroad Mobile Timber Harvester (Albach or similar types)
- 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 ¾ yd.) Small Ford, Case or similar types
- Backhoe Operator (over ¾ 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 required, see crew size requirement)
- Combination Mixer and Compressor Operator (Gunite 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 (see crew size requirement)
- 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 (excludes hand loading)
- Kalamazoo Ballast Regulator or similar type
- Kalamazoo Switch Tamper, or similar type
- Klemm Drill Operator or similar types
- Kolman Belt Loader and similar type (additional employee required on two (2) or more)
- Kribber Adzer
- 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/Inserter (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)
- Rail Tie Crane (Kershaw or similar types)
- Rock Drill or similar types
- Rotary Drill Operator (excluding Caison 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.)
- Soil Remediation Plant Operator (Oiler required Group II) (CMI, Envirotech or similar types)
- Soil Stabilizer and Reclaimer
- Somero SXP Laser Screed
- Speed Swing Operator
- Spike Driver (Nordco Hammer or similar types, see crew size requirement)
- Surface Heaters and Planer Operator
- Tie Adzer
- Track Spike Puller Machine Operator (Nordco or similar types, see crew size requirement)
- Tractor Compressor Drill Combination Operator
- Tractor Operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar types – 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
- Pre-stressed Wrapping Machine Operator (two (2) Operators required)
- Production Tamper - Harsco or similar types

- Rail Dynamic Stabilizer
- Rubber-Tired Earth Moving Equipment Operator (single engine, over 50 yds. struck)
- Rubber-Tired Earth Moving Equipment Operator (multiple engine, Euclid, Caterpillar and similar types - 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 types 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-Auger 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)
- Remote Controlled Earth Moving Equipment Operator (no one (1) Operator shall operate more than two (2) pieces of earth moving equipment at one time - One Dollar ($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 types)
- 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

7-01-25	7-01-26	7-01-27
*$6.00	*$5.00	*$4.50

CLASSIFICATIONS **EFFECTIVE 7-01-25, HOURLY WAGE RATES**

		**SS	***MS	****
Appendix A-1 through A-4	**A-1**	**A-2**	**A-3**	**A-4**
Group I	63.40	64.40	64.40	66.40
Group II	64.18	65.18	65.18	67.18
Group III	64.47	65.47	65.47	67.47
Group IV	65.96	66.96	66.96	68.96
Group V	– – –	– – –	67.06	70.06
Group VI	66.18	67.18	67.18	69.18
Group VII	– – –	– – –	67.28	70.28
Group VIII	66.29	67.29	67.29	69.29
Group IX	– – –	– – –	67.39	70.39
Group X	66.41	67.41	67.41	69.41
Group XI	– – –	– – –	67.51	70.51
Group XII	66.58	67.58	67.58	69.58
Group XIII	66.68	67.68	67.68	69.68
Group XIV	66.71	67.71	67.71	69.71
Group XV	66.79	67.79	67.79	69.79
Group XVI	66.91	67.91	67.91	69.91
Group XVII	67.08	68.08	68.08	70.08
Group XVIII	67.18	68.18	68.18	70.18
Group XIX	67.29	68.29	68.29	70.29
Group XX	67.41	68.41	68.41	70.41
Group XXI	67.58	68.58	68.58	70.58
Group XXII	67.68	68.68	68.68	70.68
Group XXIII	67.79	68.79	68.79	70.79
Group XXIV	67.91	68.91	68.91	70.91
Group XXV	68.08	69.08	69.08	71.08

* 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 **(A-2)**..... $1.00 over straight-time rate of pay
*** Multi-Shift **(A-3)**..... $1.00 over straight-time rate of pay
**** Special Sunday-Thursday Shift **(A-4)**..... $3.00 over straight-time rate of pay

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

APPENDIX B
CRANES, PILEDRIVING AND HOISTING EQUIPMENT
CLASSIFICATIONS AND WAGE RATES

GROUP I
- Engineer Oiler

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/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 and/or Manlift Operator
- Polar Gantry Crane Operator
- Prentice Self-Loader
- Self-Climbing Scaffold (or similar type)
- Shovel, Dragline, Clamshell Operator (over ¾ yd. and up to 5 cu. yds. M.R.C., see crew size requirement)
- Silent Piler (Giken or similar types)
- 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 Leg, 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)
- Timber Handler – Sennebogen or similar types (tree hoisting/removal/site clearing)

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 Leg, 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 Leg, 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)
- Vibrocat Stone Column Operator or similar types (Oiler required)

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 Leg, 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 Leg, 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 Leg, 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, PILEDRIVING AND HOISTING EQUIPMENT
CLASSIFICATIONS AND WAGE RATES

INCREASE EFFECTIVE DATES

7-01-25	7-01-26	7-01-27
*$6.00	*$5.00	*$4.50

CLASSIFICATIONS — **EFFECTIVE 7-01-25, HOURLY WAGE RATES**

		**SS	***MS	****
Appendix B-1 through B-4	**B-1**	**B-2**	**B-3**	**B-4**
Group I	64.75	65.75	65.75	67.75
Group II	65.53	66.53	66.53	68.53
Group III	65.82	66.82	66.82	68.82
Group IV	65.96	66.96	66.96	68.96
Group V	66.18	67.18	67.18	69.18
Group VI	66.29	67.29	67.29	69.29
Group VII	66.41	67.41	67.41	69.41
Group VIII	66.58	67.58	67.58	69.58
Group IX	66.75	67.75	67.75	69.75
Group X	67.75	68.75	68.75	70.75
Group XI	68.75	69.75	69.75	71.75
Group XII	69.75	70.75	70.75	72.75
Group XIII	70.75	71.75	71.75	73.75

*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 **(B-2)** ..... $1.00 over straight-time rate of pay
*** Multi-Shift **(B-3)** ..... $1.00 over straight-time rate of pay
**** Special Sunday-Thursday Shift **(B-4)** ..... $3.00 over straight-time rate of pay

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

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, each operator must pass the written and practical "hands on" test for each specific crane separately. 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 five (5) 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 1000 hours of work history on cranes or hoisting equipment that recertification is sought, within the previous five (5) year period. 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

7-01-25	7-01-26	7-01-27
*$6.00	*$5.00	*$4.50

CLASSIFICATIONS **EFFECTIVE 7-01-25, HOURLY WAGE RATES**

		**SS	***MS	****
Appendix C-1 through C-4	**C-1**	**C-2**	**C-3**	**C-4**
Group I	65.32	66.32	66.32	68.32
Group II	65.96	66.96	66.96	68.96
Group III	66.18	67.18	67.18	69.18
Group IV	66.46	67.46	67.46	69.46
Group V	68.26	69.26	69.26	71.26
Group VI	66.68	67.68	67.68	69.68
Group VII	70.31	71.31	71.31	73.31
Group VIII	68.26	69.26	69.26	71.26
Group IX	70.31	71.31	71.31	73.31
Group X	71.01	72.01	72.01	74.01

*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 **(C-2)** ..... $1.00 over straight-time rate of pay
*** Multi-Shift **(C-3)** ..... $1.00 over straight-time rate of pay
**** Special Sunday-Thursday Shift **(C-4)** ..... $3.00 over straight-time rate of pay

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

APPENDIX D
TUNNEL
CLASSIFICATIONS AND WAGE RATES

GROUP I
- Heavy Duty Repairman Helper

GROUP II
- Skiploader (wheel type up to ¾ 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 ¾ 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 (¼ 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

7-01-25	7-01-26	7-01-27
*$6.00	*$5.00	*$4.50

EFFECTIVE 7-01-25, HOURLY WAGE RATES

CLASSIFICATIONS

Appendix D-1	D-1
Group I	65.25
Group II	66.03
Group III	66.32
Group IV	66.46
Group V	66.68
Group VI	66.79
Group VII	66.91
Group VIII	68.26
Group IX	67.21
Group X	70.31
Group XI	71.01

*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. T)

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)
- Load Testing Inspector
- Roof Inspector
- Soils Inspector
- Water Proofer/Methane

GROUP II

- AWS-CWI Welding Inspector
- Building/Construction Inspector
- Fiber Wrap Inspector
- Firestopping Inspector
- Ground Penetrating Radar Operator (when used in conjunction with field soils and material testing – building/construction inspection)
- 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

- Licensed Grading Inspector
- 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 12 upon 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

7-01-25	7-01-26	7-01-27
*$6.00	*$5.00	*$4.50

CLASSIFICATIONS **EFFECTIVE 7-01-25, HOURLY WAGE RATES**

		**SS	***MS	****
Appendix E-1 through E-4	**E-1**	**E-2**	**E-3**	**E-4**
Group I	64.18	65.18	65.18	67.18
Group II	65.96	66.96	66.96	68.96
Group III	67.96	68.96	68.96	70.96

*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 Apprentice wage rates exceed the Group I and Group II rates of this Appendix E.

** Special Shift **(E-2)**..... $1.00 over straight-time rate of pay
*** Multi-Shift **(E-3)**..... $1.00 over straight-time rate of pay
**** Special Sunday-Thursday Shift **(E-4)**..... $3.00 over straight-time rate of pay

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

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.

0-1000	hours	-	Step I	@ 60%
1000-2000	hours	-	Step II	@ 65%
2000-3000	hours	-	Step III	@ 70%
3000-4000	hours	-	Step IV	@ 75%
4000-5000	hours	-	Step V	@ 80%
5000-6000	hours	-	Step VI	@ 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 Apprentice wage rates exceed any of the Journeyman Group Rates of this Agreement.

APPENDIX F
CONTRIBUTIONS PAYABLE TO TRUST FUNDS

	EFFECTIVE DATES				
	7-01-24	7-01-25	1-01-26	7-01-26	7-01-27
Health and Welfare Plan (Article VIII)	$13.20	$14.20	$15.20		
Pension Trust (Article IX)	$10.65	$10.65	$10.65		
Defined Contribution Plan (Annuity) (Article X)	$5.00	$5.00	$5.00		
Vacation-Holiday Fund ($2.25 *effective 7/01/25,* $1.25 *effective 1/01/26*) & Supplemental Dues ($1.70) (Article XI & Article XX)	$3.95	$3.95	$2.95		
Joint Apprenticeship Trust & Journeyman Retraining Fund (Article XII)	$1.10	$1.10	$1.10		
Engineers Contract Compliance Committee - (ECCC) (Article XIII)	$0.15	$0.15	$0.15		
Industry Fund (Article XVI)	$0.12	$0.12	$0.12		
Contract Administrative Fund (Article XV)	$0.06	$0.08	$0.08	$0.08	$0.09
So. Calif. Partnership for Jobs Fund (Article XIV)	$0.10	$0.10	$0.10		

The Apprenticeship Standards will be modified as follows and shall apply to all Step I Apprentices indentured after July 1, 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.

This page revised in December 2025 to reflect 1/01/26 Reallocation

The Contractors or Association Members 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 ($0.50) per hour
Effective July 1, 2008, twenty-five cents ($0.25) per hour
Effective July 1, 2009, twenty-five cents ($0.25) 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^{th}) 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.

TRUST AMENDMENT

The Union and the Association shall jointly propose and support the following amendment to the Agreement establishing the Operating Engineers Pension Trust:

The Board of Trustees shall amend or modify the plan of benefits in effect on July 1, 1988, to include the schedule of benefit modifications set forth in Appendix F of the Southern California Contractors Association, Inc. Master Labor Agreement adopted July 1, 1988. Should the Trustees be unable to agree on implementing the increases, the questions raised shall be referred to the parties for clarification as to the intent of the Collective Bargaining Parties. Should the Collective Bargaining Parties be unable to agree, they shall process the matter in the following manner:

a. The deadlocked dispute shall be submitted to the Labor-Management Adjustment Board of any of the Collective Bargaining Agreements 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 other than a permanent arbitrator in accordance with Article V of the Collective Bargaining Agreement. The arbitrator shall rule only on the provisions outlined in this Trust Agreement. 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 Board failed to meet.

APPENDIX G

Air conditioning shall be provided on all equipment purchased after January 1, 2000, where such air conditioning is 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 100° F. These provisions only apply to projects located in the Greater Mojave Desert and in the desert areas of Lost Hills, Taft and Maricopa area, San Bernardino, Riverside and Imperial Counties.

Signature page of the Master Labor Agreement between the Southern California Contractors Association, Inc., and the International Union of Operating Engineers, Local Union No. 12, that became effective on the 1st of July, 2025.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.		**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12**
John Cooper, Director of Labor Relations		David K. Sikorski, Business Manager
Signed by:	Title	David Garbarino, President
Signed by:	Title	Ken Hunt, Vice President
Signed by:	Title	Shawn Kinsey, Rec.- Corres. Secretary
Signed by:	Title	Perry Hawkins III, Financial Secretary
Signed by:	Title	Robert J. Ninteman, Treasurer

MANAGEMENT NEGOTIATING COMMITTEE
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

John Cooper
Mike Crawford
Slawek Dymerski
Stanley Howard
Giovanna Hull
Paul Marshall
Mike Rodriguez
Greg Salsbury
Linas Vitkus
Nikki Worden

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12
NEGOTIATING COMMITTEE

David K. Sikorski, Business Manager
David Garbarino, President
Ken Hunt, Vice President
Shawn Kinsey, Rec.- Corres. Secretary
Perry Hawkins III, Financial Secretary
Robert J. Ninteman, Treasurer
Joe Rangel, District Representative
Steve Coldiron, District Representative

SIDE LETTER OF AGREEMENT
Grievance Procedure for Statutory Disputes

between
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

and
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

The Parties to this Agreement recognize that the Supreme Court of the United States has consistently held for over fifty years that federal law and policy favors the use and finality of arbitration procedures established through collective bargaining agreements to resolve all nature of disputes affecting the employee-employer relationship.

As the designated representative of employees, the Union contracts regarding the specific terms and conditions of employment as well as the enforcement mechanism to ensure those conditions are met, which mechanisms include grievance arbitration. These terms, conditions and enforcement mechanisms are generally superior to those available to employees not covered by collective bargaining agreements. Grievance arbitration provision in a collective bargaining agreement is reflected in national labor laws and is premised on the federal policy to promote industrial stabilization through the collective bargaining agreement. "A major factor in achieving industrial peace is the inclusion of a provision for arbitration of grievances in the collective bargaining agreement." United Steelworkers of America v. Warrior & Gulf Nav. Co., 363 U.S. 574, 577-78, 80 S. Ct. 1347, 1350, 4 L. Ed. 2d 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F. 3d 344, 361 (5th Cir. 2013) ("[W]e discern[ ] in the structure of the [National Labor Relations Act] the very specific right of employees to complete the collective bargaining process and agree to an arbitration clause." Citing, Blessing v. Freestone, 520 U.S. 329, 343, 117 S. Ct. 1353, 137 L.Ed.2d 569 (1997) (internal quotation marks and citation omitted).

The Parties to this Agreement recognize that the National Labor Relations Board has held that the pursuit of collective or class action claims is concerted action but that a union may waive certain rights to concerted action in a collective bargaining agreement. In doing so, the National Labor Relations Board recognized that a collectively bargained arbitration clause stems from the exercise of rights to act in concert and that "[F]or purposes of examining whether a waiver of Section 7 rights is unlawful, an arbitration clause freely and collectively bargained between a union and an employer does not stand on the same footing as an employment policy...imposed on individual employees by the employer as a condition of employment." D.R. Horton Inc., 357 NLRB No. 184 (January 3, 2012).

The Parties to this Agreement recognize that arbitration pursuant to the grievance procedure affords numerous benefits including expedited resolution of disputes; reduced cost and expense as compared to litigation; potentially greater monetary relief to individual employees; benefit of the arbitrator's knowledge and expertise with the bargaining parties, the employment relationships governed by the Collective Bargaining Agreement, and the practices of the construction industry; less restrictive rules of evidence; and less formal procedures. The Parties also recognize that class and representative action procedures are

designed to afford a mechanism of relief for claims for which the costs of litigation are disproportionate to the available relief and that this grievance procedure addresses the same concerns by providing an expedited mechanism at reduced cost to address such claims without the need for class or representative action procedures. It is therefore the intent of the parties that this grievance procedure provides a mechanism for resolving the individual claims covered herein which balances expedited and complete relief to employees for violations with avoidance of unnecessary costs and disproportionate remedies associated with class and representative actions.

A. Arbitration of Employment Related Claims:

As referenced in Article V and Article XIX, Sec. L. Subparagraph 1, the following disputes, complaints or grievances (Contractual Disputes) shall be processed through the Procedure for Settlement of Grievances and Disputes in Article V, and the Union shall retain sole and exclusive ability to bring them to arbitration pursuant to Article V: (1) allegations of violations of the Master Labor Agreement, and (2) violations of, or arising under, Industrial Welfare Commission Wage Order 16 ("Wage Order 16") by operation of Wage Order 16 and its exemptions applicable to employees covered by certain collective bargaining agreements.

In addition to Contractual Disputes that may be brought by the Union as described above, all employee claims or disputes concerning violations of, or arising under Wage Order 16 (except as noted in the immediately preceding paragraph), the California Labor Code Sections identified in California Labor Code section 2699.5 as amended, the California Private Attorneys General Act (Part 13 of Division 2 of the California Labor Code), all derivative claims under Cal. Bus. & Professions Code section 17200, et seq., all associated penalties, and federal, state and local law concerning wage-hour requirements, wage payment and meal or rest periods, including claims arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or "Statutory Disputes") shall be subject to and must be processed by the employee pursuant to the procedures set forth in this Side Letter of Agreement as the sole and exclusive remedy. To ensure disputes are subject to this grievance procedure in accordance with the intended scope of coverage set forth herein, Statutory Disputes also include any contract, tort or common law claim concerning the matters addressed in the foregoing laws (other than claims of violation of the Master Labor Agreement that are deemed Contractual Disputes). This Side Letter of Agreement shall not apply to claims before the National Labor Relations Board, the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, and the California Division of Workers' Compensation.

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. Procedure for Arbitration of Disputes:

No Statutory Dispute subject to this Side Letter of Agreement shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing by the individual employee to the individual Contractor and the Union within the later of (i) the time set forth in the Procedure for Settlement of Grievance and Disputes in Article V or (ii) the time provided for under applicable statute.

Grievances and arbitrations of all Statutory Disputes shall be brought by the individual employee in an individual capacity only and not as a grievant or class member in any purported class or representative grievance or arbitration proceeding. The Arbitrator shall have the authority to consolidate individual grievances for hearing, but shall not have the authority to fashion a proceeding as a class or collective action or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If the individual employee dispute is a Statutory Dispute subject to this Side Letter of Agreement, the grievance shall not be heard by the Joint Adjustment Board but shall proceed directly to an independent Arbitrator. In such cases, the procedures for selection of an Arbitrator contained in Article V shall not apply; instead, the individual employee and the Contractor shall proceed to arbitration pursuant and subject to the American Arbitration Association Rules for Employment Disputes. Unless the parties agree otherwise, they shall request that only lawyers and retired judges be included on all panels of arbitrators offered to the parties. The Contractor shall pay all fees and costs related to the services of the American Arbitration Association and the services of the Arbitrator; however, the Arbitrator may reallocate such fees and costs in the arbitration award, giving due consideration to the individual employee's ability to pay. Each party shall pay for its own costs, expenses, and attorneys' fees, if any. However, if any party prevails on a statutory claim which affords the prevailing party costs or attorneys' fees, or if there is a written agreement providing for an award of costs or attorneys' fees, the Arbitrator may award costs and reasonable attorneys' fees to the prevailing party. Any issue regarding the payment of fees or costs, and any disputes about the manner of proceeding shall be decided by the Arbitrator selected. The Union shall not be a party to such and shall bear no costs or fees of the arbitration.

The Arbitrator shall have full authority to fashion such remedies and award relief consistent with limitations under federal and state law, and precedent established thereunder, whether by way of damages or the award of attorneys' fees and other costs, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Arbitrator may have found to have existed, including such remedies as provided under applicable state or federal law or regulation. Notwithstanding the foregoing, the Arbitrator shall not have the authority to award penalties payable to the Labor and Workforce Development Agency pursuant to the Private Attorneys General Act (Part 13

of Division 2 of the California Labor Code). The decision of the Arbitrator is final and binding upon the parties and is enforceable in a court of competent jurisdiction.

The Arbitrator shall not have any authority to award relief that would require amendment of the Master Labor Agreement or other Agreements(s) between the Union and a Contractor or the Contractors, or which conflicts with any provision of any Collective Bargaining Agreement or such other Agreement(s). Any arbitration outcome shall have no precedential value with respect to the interpretation of the Master Labor Agreement or other Agreement(s) between the Union and a Contractor or the Contractors.

This Side Letter of Agreement is hereby agreed this 9 day of Sept, 2025.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

John Cooper, Director of Labor Relations

Date: 9/2/25

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

David K. Sikorski, Business Manager

Date: 9-9-25

MEMORANDUM OF UNDERSTANDING
between

THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

and the
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.
(Southern California Master Labor Agreement)

Drone and Unmanned Aircraft Systems

This Agreement, effective July 1, 2025, by and between the Southern California Contractors Association, Inc., hereinafter referred to as the CONTRACTORS, and the International Union of Operating Engineers, Local Union No. 12, hereinafter referred to as the UNION.

Whereas the CONTRACTORS and the UNION, hereinafter referred to as the "Parties", share a mutual desire to create and support skilled and cohesive crews to perform survey work utilizing Drone and Unmanned Aircraft System technology within the territorial jurisdiction of the Union and;

Whereas the Parties recognize the evolving nature and special skill required to become and remain proficient in the use of Drone and Unmanned Aircraft System technology and;

Whereas the Parties have agreed to the inclusion of a Drone and Unmanned Aircraft System classification (when used in conjunction with land surveying) in the Master Labor Agreement between the Parties and;

Whereas the Operating Engineers Training Trust, a jointly administered Labor-Management Trust, has created a curriculum specific to the training of Drone and Unmanned Aircraft System operations.

The Parties hereby agree that Drones and Unmanned Aircraft Systems when used in conjunction with surveying shall include the following:

1. Collection of data utilized in the location, relocation, establishment, reestablishment, or retracing of alignment or elevation for any fixed works embraced within the practice of land surveying.
2. Collection of data utilized in determining the configuration or contour of the earth's surface or the position of fixed objects above, on, or below the surface of the earth by applying the principles of trigonometry or photogrammetry.
3. Collection of data utilized in topographical mapping and/or determining quantities at the site of construction, preconstruction, and postconstruction.

The Parties further agree that they shall meet at the request of either the CONTRACTORS or UNION when new methods of operation or new procedures are developed utilizing Drone or Unmanned Aircraft Systems to discuss potential modifications of this Agreement.

Violations of this Agreement shall be subject to the grievance procedure prescribed in the Master Labor Agreement between the Parties.

This Agreement shall remain in effect through June 30, 2028.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

John Cooper, Director of Labor Relations

Date: 9/2/25

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

David K. Sikorski, Business Manager

Date: 9-9-25

MEMORANDUM OF UNDERSTANDING
between
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

and
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

This Memorandum of Understanding ("MOU") is entered into this 1st day of July, 2025, by and between the Southern California Contractors Association, Inc., for the Southern California Counties, hereinafter referred to as the CONTRACTORS, 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.

The parties agree as follows:

1. **Modification of MLA**. This MOU modifies and supplements the Master Labor Agreement between the Contractors and the Union dated July 1, 2025, to June 30, 2028 (the "MLA").

2. **Camera Locations**. Cameras may be stationed only on road-going vehicles (equipped and intended for use on public roads), including externally on the exterior body of the vehicle and internally within the driver's cab area of the vehicle.

3. **Video Recording**. All cameras may be used during vehicle operation.

4. **Audio Recording**. External and internal cameras shall not capture and record audio data in any manner.

5. **Permissible Use of Data Collected by Cameras**. The Contractor's use of data collected by cameras shall be in accordance with the terms of this paragraph.

a. **Post-Incident**. All data collected by cameras may be used following a traffic incident where data is relevant to determine cause or fault in an incident and to defend against actual or potential liability claims.

b. **Discipline**. Except in cases of vehicle-related incidents, Contractors shall not use data collected under this MOU to initiate discipline.

6. **Union Access**. Upon request by the Union, Contractors shall provide a Union representative with copies of the collected data in accordance with the rights afforded labor organizations under the National Labor Relations Act.

7. **Data Retention**. Contractors shall determine the retention period for any data collected under this MOU. However, if such data is or will be used to discipline, including to corroborate or confirm misconduct discovered through other means, then such data

must be retained until final resolution of the disciplinary proceeding up to and including all stages of Arbitration.

8. **Disputes**. Any dispute under this MOU shall be processed in accordance with the grievance and arbitration process set forth in the MLA.

IT IS HEREBY CONSENTED AND AGREED:

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.	**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12**
John Cooper, Director of Labor Relations	David K. Sikorski, Business Manager
Date: 9/2/25	Date: 9-9-25

MEMORANDUM OF UNDERSTANDING
between
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 12

and
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.
(2025-2028 Southern California Master Labor Agreement)

Contract Administrative Fund (CAF) Increases

It is hereby agreed, effective July 1, 2025, that the "Contract Administrative Fund" (Article XV) contribution paid by Employers represented by Southern California Contractors Association, Inc. (SCCA), will be increased according to the following schedule:

1. It has been mutually agreed that the Employer contributions to the Operating Engineers Workers' Compensation Alternative Dispute Resolution (ADR) Program have been suspended for the duration of the Southern California Master Labor Agreement for the period of July 1, 2025, through June 30, 2028.

2. Effective July 1, 2025, through June 30, 2027, the Contract Administrative Fund will be increased two cents ($0.02), from six cents ($0.06) to eight cents ($0.08) per hour, for all hours worked or paid.

   In 2025 negotiations, it was agreed by both parties that the above two cent ($0.02) CAF increase will be funded as follows: The two cent ($0.02) contribution that Employers were previously paying into the Operating Engineers Workers' Compensation Alternative Dispute Resolution (ADR) Program will be re-allocated to the Contract Administrative Fund.

3. Effective July 1, 2027, through June 30, 2028, the Contract Administrative Fund will be increased one cent ($0.01), from eight cents ($0.08) to nine cents ($0.09) per hour, for all hours worked or paid.

This Memorandum of Understanding is hereby agreed this 9 day of Sept, 2025.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

John Cooper, Director of Labor Relations

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

David K. Sikorski, Business Manager

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.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

John Cooper, Director of Labor Relations

Date: 9/2/25

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

David K. Sikorski, Business Manager

Date: 9-9-25

LETTER OF UNDERSTANDING
NON-MANDATORY TRAINING

Non-mandatory training time to a maximum of forty (40) hours. Hours that employees spend participating in voluntary professional development or trainings, excluding covered work or trainings/certifications necessary to perform covered work, offered by the Contractor shall be compensated at the regular wage's employees would receive had they been performing covered work. However, the hours shall not be considered time worked or paid under Appendix F, and the Contractor shall not owe fringe contributions under Appendix F for such compensation. Hours of compensation under this Section shall not exceed forty (40) hours in one (1) calendar year for any one (1) employee of the Contractor.

This Letter of Understanding is hereby agreed this 9 day of Sept, 2025.

SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION, INC.

John Cooper, Director of Labor Relations

Date: 9/2/25

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 12

David K. Sikorski, Business Manager

Date: 9-9-25