

**AGC MASTER LABOR AGREEMENT
FOR BUILDING CONSTRUCTION**

between

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

and

**THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
LABORERS FOR SAN DIEGO COUNTY**

EFFECTIVE

JULY 1, 2019 THROUGH JUNE 30, 2022

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**SECTION 1
PARTIES TO AGREEMENT**

A. This Agreement is entered into this 1st day of July **2019**, by and between signatory members of Associated General Contractors of America, San Diego Chapter, Inc. (hereinafter referred to as the "Employer"), and the Southern California District Council of Laborers, on behalf of itself and on behalf of its affiliated Local No. 89 (hereinafter referred to as the "Union"). **The contract will expire on June 30, 2022.**

B. Definitions:

1. Association means Associated General Contractors of America, San Diego Chapter, Inc. The Employers and the Union recognize and agree that the Association is the administrative representative of the Employers, and the Association has no signatory status by the terms of this Agreement or otherwise.

2. Employee(s) or worker(s) means the employed person or persons performing work covered by this Agreement within the recognized work jurisdiction of the Union as defined in this Agreement.

3. Subcontractor means any person or entity, who contracts with the Employer to perform any jobsite construction work, as defined by this Agreement, including the operation of equipment, performance of labor and the furnishing and installation of materials.

C. It is the desire of the parties to establish rates of pay, hours of employment and working conditions which shall be applicable to these employees in the performance of the work as hereinafter defined in this Agreement.

D. The purpose of this Agreement is to ensure that all construction work performed by the Employer shall proceed continuously and without interruption, in an efficient and

economic manner, to secure optimum productivity, and to facilitate the orderly performance of the work by improving efficiency and eliminating work stoppages, slowdowns, poor work practices and other interferences with the progress of the work.

SECTION 2 TERM TERMINATION AND RENEWAL

A. This Agreement shall become effective on **July 1, 2019** and shall remain in full force and effect through **June 30, 2022**, and from year to year thereafter, unless either party gives sixty (60) days written notice to the other party prior to **June 30, 2022** or July 1 of any subsequent year, of its intention to amend, modify or terminate.

B. While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional changes in conditions or benefits unless by mutual agreement.

SECTION 3 AREA COVERED

The area covered by this Agreement shall be San Diego County, California, and San Clemente Island, California.

SECTION 4 WORK COVERED BY THIS AGREEMENT

A. 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 San Diego County.

This Agreement shall not apply to Employers which act as labor brokers (including brokers who dispatch manned equipment by the hour or day), and no employee of a labor broker shall be employed under the terms and conditions of this Agreement.

B. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Section 4 of this Agreement.

1. It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other

facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work:

2. Street and highway work, grading and paving, excavation of earth and rock, including non-destructive utility line location (hydrovac operations) including all subsurface imaging, including but not limited to the operation of ground and surface penetrating radar, video/CCTV pipe inspection equipment, and radiographic equipment, all subsurface imaging and mapping, grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through conduit, encasement of conduit by concrete, slurry or other means, water supply, water development, reclamation, **rain water collection systems**, irrigation, draining 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, pile driving, piers, locks, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

3. In connection with Laborers work, the construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any incidental building structure, including oil or gas refineries and incidental structures, weatherization, green energy work, geothermal, wind, water, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

4. All work involved in laying and installation of pipe outside of a building, structure or other work, regardless of the material used or substance conveyed.

5. All work involved in laying and installation of pipe both outside and within sewage filtration and water treatment plants, including, but not limited to, mechanical and pressurized pipe within.

6. All work involved in laying and installation of landscaping irrigation pipe.

7. All work performed in the Employer's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Employer for use on the project shall be subject to the terms and conditions of this Agreement.

8. Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be

subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

9. It is agreed that where demolition work is included under the terms of the job specifications of the General Contractor or subcontractor such work, including the salvage of the material from the buildings to be demolished, as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale, shall be performed by a person, firm or corporation signatory to this Agreement.

10. All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance and repair), cleanup of debris, grounds and buildings, drinking water distribution and all General Laborers' work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.

11. All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.

12. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, including catch basin structures and drain inlets, curb forms and planks, cutting, scoring and sawing of new concrete, plugging, filling Shee-Bolt holes, dig packing concrete and EMBECO; tending material hose on slabs, floors and decks, tending mixer truck-chute on slabs, floors and decks; bush hammering; patching and sacking, rodding tamping, bid well and similar type rodding machines; bull floating; sandblasting, water blasting, BB blasting, mixing, handling, shoveling, rough-strike off of concrete, cement masonry and finishing, cellular cement masonry, concrete that may be hand worked by any method or means, conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzle men, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface; and Laborers work in connection with all painting, coloring, staining, coating or adding a color by any means to concrete slabs, concrete structures, bridges, highway dividers, walls, concrete block, brick, application not limited to hand or machine spraying. Traveling Machine Operator; Curb and Gutter Machine Operator, Clary and similar type Screed; Grinding Machine Operator; Scoring Machine Operator.

New innovative materials, compounds, equipment and/or processes which require the skills for work described in this section, or which supplement or supplant the existing work described herein shall remain and continue to be recognized as covered work.

13. All work in the excavation, grading, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging, traffic control by any method, and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.

14. All work in connection with the operation of spreader boxes, such as True-Lay, Rola Pavers and Laytons or similar type models, including but not limited to shoveling and shifting material and cleaning of boxes.

15. All work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concrete of same; and the backfilling, grading and resurfacing of same.

16. All Laborers work in connection with the construction of caissons, cofferdams, subways (except as covered by the Tunnel Master Labor Agreement), aqueducts, irrigation water lines, culverts, flood controls, hydraulic mulch, preservation of existing vegetation, soil binders, geotextile mats, plastic covers and erosion control blankets, sediment barriers, steambank stabilization, silt fence, and both metallic and non-metallic drains and sewers, any type of conduit, no-joint pipe, including the cribbing, lagging, bracing, sheeting and checking grade for pipe laying, trench jacking and handling of hand-guided lagging hammers on all open trenches and ditches.

17. All work in connection with the shoring and under-pinning, including cutting, fitting, placing and raising, of all structures, soldier beams and sheet beams.

18. All work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type, regardless of the method used for such loading and placing. All power drills (whether core, diamond, wagon, track, multiple unit or other) and any and all types of mechanical drills without regard to motive power, size of drill bit, or self-contained nature of the machine.

19. All helper work on water well drills.

20. All work involved in the construction, replacement, alteration or modification of all rail lines, including salvage, demolition and take up, on main lines, siding, service lines or on any structures part of or appurtenant to such facilities, whether located on railroad, public or private property and rights of way of any sort.

21. All signaling and rigging in connection with Laborers' work.

22. All work in connection with the wrecking of buildings and structures as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale.

23. All work in connection with the slinging, handling and placing of all riprap, rock and stone on highways, jetties, retaining walls or wherever used, wrecking yards and wrecking work on construction and/or razing sites.

24. The operation of remote-controlled robotic equipment in connection with Laborers' work.

25. Mechanically stabilized earthen wall construction and installation.

26. All work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

27. All stocking and distribution of drywall material after it has been delivered to the jobsite; general cleanup of drywall scrap, framing scrap, lathing scrap, roofing scrap, plastering scrap, electrical scrap and associated materials; jobsite distribution of all appliances, ranges and furniture as well as cleanup work associated therewith.

28. The installation of all forms of wire and metal fencing including chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials. Metal corrals, pens, runs or enclosures. Metal and wood guard rail, road markers and street signs. Post and cable or chain fences or barriers. Installation of recreational game equipment including swings, slides, climbing structure, basketball backstops, net post and bars. Installation of metal gates and mechanical operators. Balcony railings where wire mesh, metal or wood panels are involved. Flag poles and street subdivision identification sign posts. All post hole drilling or excavation and the driving of fence posts for the work described above.

29. Operation of all vehicles/equipment in connection with Laborers work, including but not limited to bob cats, skid steers, forklifts and water trucks.

30. Installation of gas and water meters (excluding connection of electrical devices).

C. Classifications listed in this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work claimed just as though incorporated in full in this Section. This does not restrict the Laborers from performing other work.

D. It is agreed that work covered by the following Union agreements: Plaster Tenders, Brick Tenders, Horizontal Directional Drilling, Tunnel, Landscape, Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations), and Guniting (referred to as "Satellite Agreements") are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Employer, such other wages, hours and economic terms of employment shall be considered a part of this Agreement by reference. If the Union has a Satellite Agreement for San Diego County only, that Satellite Agreement shall apply to the work. If the Union has no Satellite Agreement covering San Diego only, the Union's Satellite Agreement covering the Southern California area shall apply to the work in San Diego County, including the provisions for wages and fringe benefit contributions. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Section 27 shall be applicable to such work.

E. This Agreement shall not prevent the Employer from negotiating or making agreements with the Laborers' Union for any work or classification not covered by this Agreement.

F. Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.

G. Manhole building shall be performed by bargaining unit employees qualified to perform manhole building. The Employer may subcontract such work to a licensed contractor whose bargaining unit employees shall perform such work. Such subcontract shall in all ways comply with the article of this Agreement dealing with subcontracting. Bargaining unit employees shall receive wages and benefits equivalent to or greater than those contained in this Agreement for unit employees performing such work. In either case the bargaining unit employees shall receive benefits for actual hours worked, as per Section 26, of this Agreement.

H. Work involved in laying and installation of pipe which is covered by this Agreement shall include, but shall not be limited to:

1. All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials and equipment, and laser beam operation.
 2. Industrial pipe fitting in connection with Laborers work.
 3. All inside pipe coating or lining by any method including joint finishing; pipe bursting.
 4. Welding, certified or otherwise in connection with laborers' work.
 5. Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.
 6. Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers & supports incidental to installation of the entire piping system.
 7. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.
 8. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.
 9. All piping for ornamental stream beds, waterways and swimming pools.
 10. All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.
 11. All temporary irrigation and lawn sprinkler systems, all temporary water lines.
 12. All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark or any wood, residual or other specified top dressing.
- I. All work in connection with the handling, control, removal, abatement, encapsulation or disposal of asbestos and/or toxic waste. The work tasks shall include, but not be limited to, the erection, moving, servicing and dismantling of all enclosures,

scaffolding, barricades, etc., and the operation of all tools and equipment used in the handling, control, removal or disposal of asbestos and toxic waste; as well as the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

- J. Demolition and installation of artificial (synthetic) turf, tracks and pathways.
- K. Installation of lockers and related work.
- L. Assembly and installation of modular buildings in connection with Laborers work.

SECTION 5 UNION RECOGNITION

A. The Employer 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. The Union has requested recognition as the Section 9(a) representative of the employees performing laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Association and each Contractor expressly acknowledge that they and each of them have satisfied themselves that the Union represents a majority of the employees employed to perform laborers' work and agrees that the Union is the collective bargaining representative of such employees. The Association on behalf of itself and each of its members and each Contractor specifically agree that they are establishing or have established a collective bargaining relationship by this Agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947 as amended. The Union is recognized as the sole and exclusive bargaining agent for itself and all its affiliated Local Unions. Any dispute concerning this paragraph shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or any time thereafter. The Association on behalf of itself and its member Contractors bound to this Agreement specifically agree that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. The Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers or any employee of the Employer above the rank of foreman.

SECTION 6 OBLIGATIONS OF EMPLOYER

A. This Agreement is binding upon the Employer regardless of whether or not it changes the name and style of address of its business, if the Employer continues to perform work covered under Section 4 of this Agreement. An Employer shall include any firm, Partnership Company, or corporation or other business organization excluding developer, in which such Employer has a majority ownership interest. The Employer

shall give notice in writing to the Union of any intent to change the name, style or address of its business, or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

B. The Employer shall continue to be bound by the terms of this Agreement under the new name or method of operation, including a partnership or corporation in which it has majority control or interest, until such time as it terminates the Agreement in accordance with the provisions of Section 2 of this Agreement.

C. This Agreement shall be binding upon each and every eligible member of the Association, with the same force and effect as if the Agreement was entered into by each eligible member individually; provided however, the Union may object to any person, firm or corporation becoming bound after the effective date of this Agreement by giving written notice of such reasonable objection to the Association within five business days of the Association's notice to the Union of a new member pursuant to the provisions of this Section, below. In the event the Union timely objects, the person, firm or corporation shall not become bound to this Agreement. All eligible members of the Association shall remain bound to this Agreement regardless 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 the Agreement, provided, however, that as to such former or suspended members, the provisions of Sections 17 and 18 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 to all of the terms of the Laborers Short-Form Agreement for San Diego County, except that the Employer may terminate the Short Form Agreement by giving the appropriate Association and the Union at least sixty (60) days written notice prior to June 30, 2016 of its 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 provide written notice the Union of any new or resigned or suspended members within ten (10) days after admission to membership or change in membership.

D. This Agreement shall not apply to any Employer with which the Union designates as an Employer with which the Union or the Trust Funds have had a dispute prior to the Employer joining the Association, and with which the Union does not agree to be bound to this Agreement.

SECTION 7 EXISTING AND OTHER AGREEMENTS

A. All existing labor agreements between the Employer and the Union for work covered by this Agreement are hereby canceled by mutual consent. This Agreement is a building construction agreement.

B. This Agreement shall be deemed to have been executed when the parties signing shall have affixed their signatures hereto.

C. It is the determination of the Unions unilaterally arrived at, that the prevailing wages and fringe benefits established by this Master Labor Agreement can best be maintained by insuring uniform conditions and benefits for all the workers it represents in its work and territorial jurisdiction. To this end, the parties have agreed that in the event the Union shall negotiate different terms and conditions of employment for employees performing jobsite construction industry work in classifications similar to those set forth in this Agreement in the territorial jurisdiction of the Union, the Association will be notified and such terms and conditions shall be made available to the Employers. No Employer signatory to this Master Labor Agreement shall be required to provide terms or conditions of employment under this Master Labor Agreement any more favorable than such terms and conditions contained in any agreement concerning jobsite construction work in San Diego County, with the sole exception being conditions under a project agreement negotiated pursuant to subparagraph 2 below.

1. Any terms and conditions granted by the Union to any Employer, whether or not such Employer is a signatory member of the Association may be adopted for that specific work covered by this agreement, by Employers signatory to this Master Labor Agreement, provided the Employer abides by all of the terms and conditions. The terms and conditions adopted by signatories to this Agreement may be implemented by such Employers on any or all projects for the duration of that Agreement. Prior to granting any Employer such more favorable terms and conditions, the Union shall give the Association written notice of its intention to grant the more favorable terms and conditions.

2. It is understood and agreed by the parties hereto that when situations arise that require separate single project agreements covering work to be performed on specific identified construction projects in the geographic area covered by this Agreement, to protect the interests of the Employers and promote jobs for Union members, such single project agreements will be negotiated in advance and the terms and conditions of these project agreements will be made available to all signatories hereto to protect the competitive bidding process on that specific geographic jobsite location. Any rates or conditions negotiated in these special single project agreements will not give any Employer signatory hereto the right to claim such rates and conditions for work performed on geographic jobsite locations other than that specifically defined in the special project agreement(s). Single project agreements that do not change the terms and conditions contained herein, may be negotiated by the parties at any time during the life of this agreement.

SECTION 8 UNION SECURITY

A. Employees employed by the Employer under this Agreement for a period of eight (8) days continuously and/or cumulatively shall on the eighth (8th) day be obligated to tender the regular initiation fees and pay periodic dues to the Union and remain a member of the union as a condition of employment.

B. The Employer shall not be required to discharge any employee pursuant to this section until written notice from the Union of such employee's noncompliance, stating all pertinent facts showing such non-compliance, shall have been served upon Employer. The Union shall be the sole judge of the members standing within the Union.

SECTION 9 UNION REPRESENTATIVES

After presentation of proper identification, the Employer shall afford bona fide representatives of the Union and a representative of the San Diego County Building Construction Trades Council, prompt and free access to the jobsite during construction for the purpose of conducting legitimate union business. If the Employer or his representative is present on the job, the Union representative shall apprise the Employer or his representative of his presence and the Employer will assist, where possible, the business agent's access to the project. Such Union representatives shall provide their own security credentials, if required. If the security credentials are inadequate in any respect, access shall be denied. A Union representative must comply with all safety and health regulations and established practices of the Employer. In no event shall the representatives of the Union interfere with the progress of the work.

SECTION 10 STEWARD (S)

A. The Union shall make the steward known to the Employer in writing. The steward shall be competent journeyman. The Union agrees that the duties of the steward shall be performed expeditiously. The Employer agrees to allow the steward a reasonable amount of time for the performance of such duties. In no event shall the Employer discharge or lay off a steward before the completion of a job because of any actions taken by the steward in the proper performance of his Union duties necessary to the enforcement of this Agreement.

B. The steward shall not:

1. Stop the Employer's work for any reason;
2. Tell any worker or any employee covered by this Agreement that he cannot work on the job;
3. Initiate or threaten any physical altercation with any person on the jobsite;

4. Appear on or near the jobsite under the influence of any intoxicant or drug;
or
 5. Be dishonest or absent without authorization.
- C.** Infraction of any of the rules in subparagraph of B, shall be cause for immediate dismissal of the steward without any prior notice.
- D.** The Employer shall not be required to retain the steward in lieu of any employee whose employment with the employer predates that of the steward.
- E.** The Employer shall give the steward two (2) calendar days' notice before laying him off.

SECTION 11 SAFETY

- A.** When it is called to the attention of the Employer or his representative by the Union representative that a violation of CAL-OSHA regulations that would cause injury is being committed and the Employer or his representative fails or refuses to make correction immediately or when a California Department of Industrial safety engineer issues a citation declaring a portion or phase of a project unsafe, the Union will not be deemed in violation of this Agreement for refusing to allow employees to continue working on that portion or phase of a project. Any employee found to be willfully violating project safety or the CAL-OSHA orders adopted by the Industrial Safety Board of the State of California may be immediately discharged, with prompt notice to the Union.
- B.** The Employer shall furnish for the use of his employees any necessary protective clothing or gear as required by CAL-OSHA. Employees may be held monetarily responsible for such items properly checked out to them with the understanding that such items broken or worn out in normal use, or lost in a manner beyond the control of the employee are excluded.
- C.** The Employer shall furnish, where weather conditions require, suitable iced, chilled, or refrigerated water when requested by the majority of the employees on the jobsite. The Employer will furnish sanitary drinking water and toilet facilities at all times in accordance with California Law.
- D.** The Union shall cooperate with the Employer in carrying out all of the Employer's safety measures and practices enumerated above, and employees shall perform their duties in such a manner as to promote efficient operations on all jobs. Employees and the Union shall comply with all applicable safety and health regulations and with the safety practices of the Employer.

E. The Union shall cooperate to the fullest extent to ensure that employees meet the highest practicable level of safety training, and to comply with all safety training and certification requirements imposed by federal, state and local regulatory agencies. The Union shall accomplish this obligation by: (1) establishing its own safety training and certification program, (2) participating in such a program established by an Employer, or (3) participating in the programs established by the Association.

SECTION 12 INJURY

A. Employees who are unable, as a result of an industrial injury not caused by their violation of state law, CAL-OSHA standards or violation of the Employer's posted safety procedures to complete a day's work, shall be paid for actual time worked.

B. An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided the employee can perform his work competently and safely.

SECTION 13 DISCHARGE

A. 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.

B. No employee covered hereby may be discharged or discriminated against by an Employer for refusing to cross or work behind a lawful picket line or for engaging in any other conduct protected by Section 7 of the Labor Management Relations Act of 1947, as amended. Except as otherwise provided for in this Agreement, work performed under this Agreement will be performed by employees covered under this Agreement.

C. The Union recognizes the Employer's right to establish a drug testing policy for its employees. Any employee may be terminated for (1) refusing to submit to drug screening, (2) drinking on the job, (3) drunkenness, (4) for dishonesty or for any lawful reason which affects the employee's qualification to perform work on the jobsite.

D. Any discharge may be subject to the grievance procedure.

SECTION 14 HIRING

A. In the employment of workmen for all work covered by this Agreement, the following provisions shall govern:

1. Local Union 89 shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.

2. Applicants shall be registered on the employment list in the order of time and date of registration. There shall be five (5) groupings in the out-of-work list as hereinafter more particularly described.

3. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to him. Applicants shall list any special skills, special licenses and certifications which they may possess.

4. The Employer shall first call the Local 89 employment facility and that employment facility shall immediately dispatch to the Employer the number of qualified and competent applicants of the classifications needed and requested by the Employer. The Employer may require as a condition of dispatch that the applicant possess certifications that are available through the Laborers Training and Retraining Trust and related to the work to be performed for the Employer. The employment facility shall dispatch workmen strictly in accordance with the provisions of this Agreement.

5. It shall be the responsibility of the Employer, when ordering men, to give the employment facility all of the pertinent information regarding the prospective employment, **including skills, qualifications and certifications that the contractor may choose to require, related to the work to be performed by the Contractor (provided such certifications are available through the Laborer's Training and Retraining Trust.)**

6. (a) The employment facility will furnish in accordance with the request of the Employer each such qualified and competent applicant from among those registered on said employment list to the Employer by use of a written dispatch slip stating information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatch 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. The order of preference in the dispatch of applicants who are available for employment is as follows:

Group A: Applicants whom an Employer requests by name who have been laid off or terminated from employment of the type covered by this Agreement in the area served by the employment facility within five (5) years before a request from the same Employer or a joint venture of which one (1) or more members is a former employer, who laid off or terminated them provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member.

Group B: In addition to requests permitted in Group A, above, the Employer may request for employment (a) any person who has graduated from Apprentice to Journeyman status within the last 12 months prior to the request; and (b) any person to work in Wage Classification Groups II, III, IV, and V, any person registered on the out-of-work list out of order for any reason; provided, however, that the person who has worked at least three hundred (300) hours under this Agreement in the previous six (6) months in the area served by the Local Union employment facility, or has been available for work on the out of work list at least 300 hours (calculated at 8 hours per day) at the Local Union employment facility, or a combination of both totaling at least 300 hours. Under this section, working in the area served by the Local Union employment facility shall include a person dispatched to an Employer in that area and then transferred by the Employer to another area pursuant to the transfer provisions contained in this Agreement. At no time shall any job contain more than fifty percent (50%) of persons requested under this section. The Local Union, may at its option, permit a percentage of individual requests greater than fifty (50%) percent on any job.

Group C: Applicants whose names are entered on the employment list of the registration facility and who are available for employment and who have been employed in the type of work covered by this Agreement within the geographical jurisdiction of San Diego County for at least one hundred (100) hours within the preceding year. Workmen in Group C shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

Group D: All other applicants whose names are entered on the employment list of the registration facility and who are available for employment. Workmen in Group D shall be referred on a first-in, first-out basis; that is, the first man registered in that group shall be the first man referred.

Apprentices: The Local Union, through the Joint Apprentice Committee, shall dispatch Apprentices from a separate list on a first-in, first-out basis; that is, the first person registered in that group shall be the first person referred; provided, however, an Employer may request an Apprentice by name and such Apprentice shall be dispatched regardless of the Apprentice's placement on the list.

(b) The Union shall dispatch only apprentice laborers who possess documents demonstrating their eligibility to work lawfully for Employers. The Union, to the full extent permitted by law, shall commence a program of verifying through the Social Security Administration the social security numbers used by apprentice laborers

being dispatched with the goal that only apprentice laborers eligible under the law to work for Employers are dispatched to Employers under this Agreement. In agreeing to adopt the procedures and assume the duties of this paragraph, the Employers and the Union agree that the Union shall not be liable in damages to an individual Employer for any failure to dispatch an apprentice laborer who is not eligible under the law to work for the individual Employer. All objections which may arise to the failure, if any, of the Union to comply with the obligations assumed under this paragraph shall be resolved under the grievance procedure.

(c) Subject to the foregoing, the Employer shall have complete freedom of selectivity in hiring and the Employer retains the right to reject, for any reason, any job applicant referred by the employment facility. The Employer may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Employer against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.

(d) Notwithstanding the provisions of this Article, a worker shall be given preference in the order of dispatch under any of the following circumstances:

(1) An Employer becomes newly bound to this Agreement and requests the dispatch of its existing employees at the time the Employer becomes bound.

(2) An Employer agrees to sponsor an employee as a Journeyman Laborer who has not worked under any Laborers Union Agreement; provided the Contactor agrees in writing that he intends to employ the worker on a full time basis. The Employer shall send a letter to the Local Union to document its request.

(3) A worker is "stripped" from a non-union employer and is dispatched to an Employer.

(4) A worker is a certified job steward and is dispatched to the job to act in such capacity.

At no time shall any job contain more than fifty percent (50%) of persons requested under subsection 2, 3 and 4 above.

(e) For Employer requests by name pursuant to the provision of Section 14, Paragraph 6(a), **Group A and B and Apprentices**, above, the Employer shall document the request in writing, dated, signed by an appropriate management representative, specifying whether the person is a rehire and name of the job for which the referral is requested.

(f) Available for employment shall mean persons eligible for referral and present at the hiring hall or present at their residence telephone (if the Local Union permits dispatching by telephone) during the Local Union's posted dispatch hours, and all

person eligible for referral and present at the hiring hall after posted dispatch hours, unless excused for the following reasons:

(1) When death occurs in the immediate family, from the date of death and not exceeding one (1) week after the date of burial; provided, however, that the applicant produces bona fide proof of such death.

(2) Persons on jury duty provided they produce bona fide proof they are serving on jury duty.

(3) Persons temporarily serving the U.S. Military Reserve, provided they produce bona fide proof of such service.

(4) Required attendance at a Workers' Compensation hearing or other administrative or court hearing provided they produce bona fide proof of their required attendance at such hearing.

(5) Any other reason stated in the Local Union's hiring hall rules.

(g) Persons shall be eliminated from the registration list for the following reasons:

(1) Dispatched to a job, except that a person who is rejected by the Employer and fails to complete five (5) full days of work (or such other period of time set forth in a Local Union's hiring hall rules) shall retain his/her position on the list. Upon request of the Employer, no person who is rejected by the Employer shall be dispatched again to the Employer. Upon Local Union's request, the Employer will confirm its request in writing.

(2) Failure to accept the dispatch.

(3) Unavailable for employment during posted dispatch hours.

(4) Failure to report to a job to which the person was dispatched.

(5) Failure to register or attend roll call in accordance with the Local Union's rules.

(6) Rejected by the Employer for failure to pass a drug or alcohol test. Such person will not be dispatched again until he passes a drug and alcohol test at a facility designated by the Local Union. The cost of the test shall be borne by the worker.

(7) Any other reason stated in the Local Union's hiring hall rules.

(h) (1) This section shall be known as the Laborers' Code of Performance. Should any Laborer referred for employment be terminated for cause as defined under

the Laborers' Code of Performance, his or her referral privileges shall be suspended automatically for one month. Should the same individual be terminated for cause a second time within a twenty four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six months. Should the same individual be terminated for cause a third time within a twenty four (24) month period, his or her referral privileges shall automatically be suspended indefinitely (time period begins from the date of first discharge). A termination "for cause" under the Code is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills (not applicable to apprentices), insubordination or theft.

(2) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause, For the purpose of this provision, a decision of a designated panel or an arbitrator shall be final and binding.

(3) The provisions in subsections (1) and (2) notwithstanding, a Review Committee, composed of three 3 members appointed by the Business Manager of the District Council may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training, whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.

(4) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.

(5) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer designated by and whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issues. The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

(i) There is hereby established a Joint Referral Committee consisting of four (4) representatives of the Employer and four (4) representatives of the Union. The establishment of the Committee is for the purpose of interpreting and enforcing all the

terms and provisions of Section 14 A. Any person having any disagreement with an applicant's placement or dispatch under Section 14, A, shall submit his grievance to the Joint Referral Committee, by filing a written grievance with the Local Union stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance. The Joint Referral Committee shall have full power to adjust the grievance and its decision shall be final and binding upon the person submitting the grievance and all other parties involved in the dispute. In the event of deadlock of the Joint Referral Committee, the grievance shall be referred to the permanent hiring hall neutral arbitrator, whose decision shall be final and binding. The costs of arbitration shall be borne equally by the Employer and the Local Union involved in the dispute. Forms for the submission of any such grievance shall be available at all times in the offices of the Local Union. Neither the Joint Referral Committee nor the permanent hiring hall neutral arbitrator has the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

(j) The parties agree that, at its option the Local Union may elect to delete Group D by posting written notice of such election at the place of dispatch.

(k) When ordering workmen, the Employer will give notice to the Local Union, or its Agents, not later than 2:30 pm of the day prior (Monday through Friday), or in any event, not less than seventeen and one-half (17½) hours before the required reporting time; and in the event that forty-eight (48) hours after such notice the Local Union, or its Agents, shall not furnish such workmen, the Employer may procure workmen from any source, or sources. If workmen are so employed, the Employer will immediately report to the Local Union, or its Agents, each such workman by name.

B. 1. New Employees who have not worked under this Agreement may be employed by the Employer as a Journeyman, if so requested by the Employer and if in accordance with this Agreement. Otherwise, all such employees should be screened and tested by the Joint Apprenticeship Committee to determine whether the employee is a journeyman or should be registered as an apprentice.

2. In the event an employee is employed as a Journeyman at the request of an Employer pursuant to section 1, above, and leaves the employment of the Employer and returns to the Local Union for dispatch, the employee shall be referred to the Joint Apprenticeship Committee for screening and testing to determine whether the employee shall maintain journeyman status or should be registered as an apprentice. The JAC's decision shall determine whether the employee is placed on the journeyman or apprentice out-of-work list for dispatch to another employer.

C. The Employer recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Employer are Laborers who are necessary to the efficient continuity of the Employer's operations. Therefore, the Employer may transfer up to eight (8) Laborers per project from the Southern California area outside of San Diego County. After the transfer of no more than eight (8) Laborers, the Employer must hire the next three (3) Laborers from the

Local Union. Thereafter the Employer may transfer from the Southern California area outside of San Diego County one (1) additional Laborer for each Laborer hired from the Local Union 89 hiring hall. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Employer for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area (this restriction does not apply to the first foreman on the project). The Employer must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union 89. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Employer shall first contact Local Union 89. Any additional transfers shall only be made by mutual consent.

D. Workmen employed but not properly dispatched by written referral for work covered by this Agreement shall be removed immediately at the request of the Union in writing, to the Employer or his representative and the Employer shall immediately request employees to replace those removed from the Union's hiring hall. A workman so removed shall be paid only for actual hours worked. Following the first such occurrence, successive violations of the provisions of this Section shall be handled in the following manner:

Workmen employed but not properly dispatched by written referral for work covered by this Agreement shall be removed immediately at the request of the Union in writing to the Employer or his representative. There being no exact method of determining in advance the precise damages involved in the Employer's failure to use the hiring hall or the identity of the injured worker entitled to damages, the Employer shall contribute one day's pay at journeyman's rate for each day or part day worked by an employee so removed into the Union's Health and Welfare Trust after violation has been affirmed by the Joint Conference Board. A workman so removed shall be paid only for the hours worked. The Employer shall report in writing to the Union the date of hiring each such employee, the number of days and parts of days worked by each such employee, name, address and social security number. If the Union improperly dispatches workmen, the above shall be considered null and void for that case only. In the event of a dispute regarding this section the grievance shall be settled by the procedures set forth in Section 18. This paragraph shall not in any manner apply to jurisdictional disputes between Unions. No citation shall be issued on an employee at work on a call back basis provided his layoff did not exceed five days and that he secures a valid referral slip within twenty-four hours after notification by the Union's Employee transfers into San Diego County.

E. The Contractor shall have the right to request workers that have previously met all security requirements as required by the owner when the requirement is part of the contract with the owner, If a worker referred by the Union when the Contractor has requested a worker that meets the owner's requirements is rejected, the Contractor will not be required to pay show up time for the worker .

SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY

A. The Employer and the Union will not discriminate against any person with regard to employment or union membership because of his or her race, religion, color, sex, age, national origin, or ancestry or other prohibited criteria. This shall apply to hiring, placement, training during employment, rates of pay or other forms of compensation, layoff or termination, and application for admission to union membership. A violation of this paragraph shall be subject to the grievance procedure but not subject to the hearing procedure before the Joint Adjustment Board or Arbitrator contained in Section 18.

B. In the event that an employee represented by the Union, or an applicant for employment, brings a claim against the Employer for an allegedly discriminatory hiring or employment practice, the Union agrees to cooperate fully with the Employer to ensure a prompt and full investigation of the circumstances pertaining to the alleged discrimination, its effects, and the potential remedy sought by the person bringing the claim.

C. The Union will accomplish the development, implementation and administration of an affirmative action program.

SECTION 16
JURISDICTIONAL DISPUTES

A. During the term hereof, there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the union and any other unions and all employees covered by this Agreement shall perform the work customarily performed by them.

B. When making work assignments, the Employer shall make reasonable efforts to assign the work in accordance with existing inter-craft agreements between the Union and any other unions with which the Employer may become signatory, in the absence of inter-craft agreements the past practice of the area will prevail.

SECTION 17
STRIKES AND LOCKOUTS

A. It is the purpose and intent of the Employers and the Union that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the grievance and arbitration procedures, and the Union agrees that neither it nor its officers, agents, members nor employees represented by it will engage in, authorize, instigate, or aid work stoppages or strikes, interruptions, slowdowns, or other impeding of the work during the terms of this Agreement. The provisions of this section extend to all sympathy strikes affecting the Employer's operations, and to all strikes aimed at other employers who are working upon, or making deliveries to, the Employer's jobsite. Further, the Union will use its best efforts to prevent,

halt, terminate, and minimize the effect of any work stoppages, strikes, interruptions, slowdowns, or other impeding of the work.

B. The Union shall have the right to immediately withhold or remove workmen or picket the job of any individual Employer who is in violation of the wage payment, fringe benefit payment and/or liquidated damage payment or conference board or arbitration decision(s). When ordered by the Trustees of any Trust covered by this Agreement, the Union shall withhold or remove workmen from any Employer for failure to make trust fund contributions or submit business records, books and reports pertaining to the payment of wages, fringe benefits and/or liquidated damages.

C. The Employer agrees not to lock out any employees whose work is covered by this Agreement.

D. The foregoing promises by the Union and the Employer shall be specifically enforceable by the Union and the Employer regardless of whether or not the subject of the dispute giving rise to the strike, work stoppage, slowdown or other impediment of work is subject to grievance and arbitration.

E. Workman withheld by the Union due to the Employers violation of the trust fund payment requirements, shall not be denied unemployment benefits by his employer.

SECTION 18 PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

A. All grievances or disputes shall be brought to the attention of the Employer within ten (10) working days of the known occurrence giving rise to the disputes, or it shall be waived. Should a grievance or dispute arise on the jobsite, it shall be processed in the following sequence, using the number of steps necessary to dispose thereof:

1. The Craft Steward or Union representative is to receive grievances or disputes from employees represented by the Union, and shall immediately report them to the Employer.

2. The Union representative shall endeavor to settle the grievance or dispute with the Employer.

3. The Union representative shall refer the grievance or dispute to the Association representative. The Association representative shall endeavor to settle the grievance or dispute with the Union representative and the Employer.

4. Failure to resolve the grievance or dispute by **1, 2, or 3** above shall cause the grievance or dispute to be referred to the Joint Conference Board for settlement within fifteen (15) days after the conclusion of Step 3, or the grievance or dispute shall not be considered by the Joint Conference Board and the case will be considered closed.

5. The Conference Board shall not be required to make adjustments in wage claims, or unpaid classification premium or overtime payment retroactive beyond ninety (90) days, unless by unanimous vote of the Conference Board. Fringe benefits are excluded from decisions of the Joint Conference Board.

B. Conference Board:

1. There shall be a Conference Board of four (4) members, two representing the Union, two representing the Association.

2. The purpose of the Joint Conference Board is to settle disputes or grievances referred to it and to interpret this Agreement. The Joint Conference Board is to be limited to these purposes, and shall hear cases and render decisions based solely upon interpretation of this Agreement for the Union and the Employer.

3. Conference Board members shall be appointed by the signatories in the following manner: The Union and the Employer Association shall each appoint two (2) representatives and two (2) alternates.

4. The Joint Conference Board will convene upon request of the Association or upon the request of the Union using the following procedures:

(a) When the request is initiated by the Union upon written request to the Association representative and the Employer involved.

(b) When the request is initiated by an Employer and/or Association upon written request to the Union.

5. This meeting shall be scheduled not sooner than forty-eight (48) hours nor more than seven (7) days after receipt of said request for a Conference Board hearing, unless mutually agreed upon by the parties to the grievance.

6. A quorum requires that all Conference Board positions be filled. There shall be two (2) Union representatives, and two (2) Employer representatives. Each shall have one (1) vote.

7. The Conference Board shall meet on request or as it deems advisable to set up ground rules, study and interpret this Agreement, and to prepare forms and procedures for hearing and presentation of cases.

8. The Conference Board shall keep minutes and shall notify all parties of decisions rendered, in writing.

9. Any expenses incurred by the Joint Conference Board shall be paid equally by the Union and the Employer, regardless of the decision.

10. Voting on any grievance or dispute or any other proposition shall be done in executive session only and no record of the distribution of votes shall be kept or

distributed. The Joint Conference Board shall remain in session, exclusive of recess, until it has arrived at a decision or is deadlocked.

11. The determination of the Joint Conference Board is final and binding upon the parties. There shall be no appeal.

(a) A simple majority vote is required to dispose of items on the agenda.

(b) The Joint Conference Board shall have the right of discovery in specific cases subsequent to convention for the hearing on that specific case.

(c) The grievance procedure is limited to signatory members of the Association.

(d) There shall be no attorneys, court reporters, or recording devices of any type at the Conference Board hearings.

C. Arbitration:

1. In the event of a deadlock of the Conference Board, the Union may proceed to arbitration before a neutral Arbitrator selected from the panel of permanent Arbitrators.

2. The neutral Arbitrator shall be selected as follows:

(a) The regular members of the Conference Board shall select a list of five (5) permanent arbitrators. In the event the members of the Conference Board, by majority vote, are unable to agree upon the names of the five (5) permanent arbitrators, then as to those upon whom agreement cannot be reached, the procedures in subparagraph (b) apply:

(b) The Union representatives shall nominate five (5) persons and the Association shall nominate five (5) persons. Thereafter, the Union representative and Association representative shall alternately strike names from the lists until there remains only the number of names necessary to fill the remaining positions. Those names remaining shall be added to the permanent panel of arbitrators. The determination as to who strikes first will be by lot, with the loser making the first strike.

3. The Conference Board shall select an arbitrator to hear a pending grievance or dispute by rotation. If for any reason the arbitrator whose turn it is to hear a dispute is unavailable or the parties mutually agree that an unreasonable time would be required in order for him to become available, the next arbitrator in succession shall be selected.

4. The decision of the Arbitrator shall be final and binding and shall be enforceable in a court of competent jurisdiction.

5. All fees and expenses of the Arbitrator shall be borne by the party against

whom the Arbitrator rules. If there is any question as to which is the losing party, or if a case is referred back to the parties without decision or if there are decisions against more than one of the parties to the arbitration, the Arbitrator is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event the decision of the arbitrator in this issue shall be final and binding.

SECTION 19 PAYMENT OF WAGES

A. All wages due employees must be paid weekly on a designated payday by the Employer on the jobsite prior to the end of the employee's shift. Prior to payment of wages, the Employer may require the employee to sign a time card confirming the accuracy of said time card. Should the Employer's payday fall on a legal, recognized holiday, the Employer may pay its employees on the next regularly scheduled work day; however, reasonable effort will be made by the Employer to pay its employees prior to the holiday.

B. The Employer shall provide with each payroll check an itemized check stub showing each contribution and deduction made for the payroll period covered by the check or a separate statement showing the name and address of the Employer, with each payroll check showing separately regular deductions, the rate of pay, straight-time and overtime hours worked for the payroll period and the ending date. Each check shall show the name of the employee. There shall be no cash payments to employees under the terms of this agreement.

C. Upon layoff or discharge for any reason, the employee shall be paid immediately in full.

SECTION 20 WORK PERIODS AND WORK RULES

A. Shifts:

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

2. The starting time of single shifts shall be at 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., Monday through Friday. Starting times may be changed to meet job requirements, including maximum utilization of daylight hours. Telephonic notice shall be given to the Union in cases of deviation from the original starting time, followed by written confirmation.

3. All time worked before 6:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and Holidays, shall be paid at the applicable overtime rate.

B. Multiple Shifts:

1. When so elected by the Employer multiple shifts may be worked for five or more consecutive days, provided that the Union is notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided, however, that the men working on such multiple shifts shall not be interchangeable with those working on a single shift basis. 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.

2. Where the Employer performs field lubrication or repair on equipment outside of the regular single shift operation, employees performing such work shall be considered working on a multiple shifts basis and receive eight (8) hours pay for eight (8) hours worked at straight time pay, Monday through Friday. Maintenance and service shift may begin up to one (1) hour before end of shift. All time worked or hours paid for after eight (8) hours worked or paid for in any one day or Saturday. Sunday and Holidays shall be paid for at the appropriate overtime rate.

3. When two shifts are worked, each shift shall work eight (8) consecutive hours, exclusive of meal period for which eight (8) hours straight time shall be paid Monday through Friday. All time worked or hours paid for after the above specified worked shifts in any one day or Saturday, Sunday and holidays, shall be paid for at the appropriate overtime rate.

4. When three shifts are worked, each shift shall work seven and one-half (7 ¹/₂) consecutive hours, exclusive of meal period for which eight (8) hours straight time shall be paid Monday through Friday. However, when the day shift starts between the hours of 6:00 a.m. and 8:00 a.m., that shift shall work eight (8) consecutive hours, exclusive of meal period, and the second and third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for after the above specified worked shifts in any one day after the above specified worked shifts in any one day or Saturday, Sunday, and Holidays, shall be paid for at the appropriate overtime rate.

5. 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 B-6 of this Section.

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

C. Special Shifts:

1. Notwithstanding any other provision of this Article, an Employer may schedule a work week of four ten-hour days on four consecutive days between Monday and Friday as a week's work, provided prior written notice is given to the Union. Any work performed in excess of ten hours per day shall be paid at the rate of 1¹/₂ times the employee's straight-time hourly rate. The make-up day provision contained in section L of this Article shall apply to a four ten-hour day work week, provided that the make-up day is the next consecutive day following the scheduled four ten-hour day work week.

2. It is agreed that the Employer and the Union may mutually agree, in writing, upon different starting or ending times for any of the above-mentioned shift arrangements including jacking operations. If the Union agrees to a starting time prior to 6:00 a.m., no overtime rates shall be due for hours worked prior to 6:00 a.m. solely as a result of the earlier starting time.

3. A special starting time of an eight (8) hour shift beginning not later than 3:00 p.m. may be established by the Employer for the field lubrication or repair of equipment.

4. Where the Employer produces evidence in writing to the Union of bona fide job requirement for work that can only be done during night hours due to safety conditions or other requirements, in such case an employee shall work eight (8) consecutive hours exclusive of meal period for which he shall receive eight (8) hours straight time pay, Monday through Friday. All time worked or hours paid for, after eight (8) hours worked or paid for in any one day, or Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate.

D. 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.

E. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the 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 the straight time rate. All other terms and conditions of this Agreement shall apply.

F. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Employer shall be responsible for payment of wages from the reporting point, as ordered by the Employer, 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 from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Employer's expense. If no camp is furnished by the Employer, such transportation shall be furnished daily.

G. Workmen referred to the Employer's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS 1-9 Form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility shall not be paid show-up time or subsistence. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.

H. Any time worked on Saturday, Sunday or holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at

the Laborers' overtime rate, except that any workmen or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workmen or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.

I. Flagmen shall be entitled to adequate relief for the use of toilet facilities.

J. The Employer shall be required to furnish goggles and/or hard hats where needed. When employees are required to work outside in the rain or snow, they shall be furnished raincoats, rain hats and boots. Employees working in or handling cement or concrete shall be furnished rubber boots and gloves. Employees required to work in mud, slush or water shall be furnished boots and other necessary waterproof clothing. The employee shall return all such clothing of the Employer in the same condition as received, subject to reasonable wear and tear. The employee shall sign for receipt of such protective clothing and on signed authorization the reasonable value of such protective clothing may be deducted from the employee's paycheck. Upon return of the protective clothing, the employee shall be reimbursed in the amount of the deduction.

K. Make-Up Day - Where the regular employee lacks the necessary hours to complete his forty (40) hours in any one week, on a voluntary basis, the employee may work up to an eight (8) hour straight time shift on Saturday. The make-up day shall apply to special or multiple shift arrangements.

L. No employee shall be required to work more than five (5) consecutive hours without a one-half ($\frac{1}{2}$) hour meal break. When employees are required to work over five (5) hours without being provided with a one-half hour uninterrupted meal period, they shall receive the appropriate overtime rate of pay.

M. Workmen will be paid show-up time only when they are dispatched to the Employer through the Union's hiring list.

1. A workman so dispatched, will not be paid show-up time when: **a.** The Employer has notified the Union in writing, not to refer said workman for re-employment. **b.** He fails to report by starting time established by the Employer and specified at the time of ordering the workman. The Employer may waive this paragraph by hiring the workman, regardless of time of reporting. **c.** He reports for work in unfit conditions without proper tools, referral, or credentials. **d.** He is unable or refuses to perform the specified work for which he was requested, in which case the Employer or his representatives shall immediately notify the Union. If the employee is unable to perform the specified work for which he was requested, he shall be paid only for actual time worked. **e.** He has been notified before the end of the last preceding shift not to report. **f.** The employee is prevented from working for reasons beyond the control of the of the Employer, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workmen or employees are not required or requested to remain on the project by the Employer or his agent.

2. An employee discharged for incompetence shall receive pay for the actual hours worked.

3. Any employee who reports for work shall receive not less than two (2) hours pay, and if more than two hours are worked in any one (1) day he shall receive four (4) hours pay, and if more than four (4) hours are worked in any one (1) day, he shall receive six (6) hours pay, and if more than six (6) hours are worked in any one (1) day, he shall receive eight (8) hours pay.

4. On overtime days, whenever employees work more than two (2) hours they shall be paid only for actual hours worked at the overtime pay.

5. Any employee who refuses to accept a work assignment from the Employer, at the end of any one of the above shift segments, shall be paid actual hours worked for that day.

6. No employee shall be required Employer transportation of the materials, or equipment of any kind.

N. Rest Periods:

1. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work, except for pre-shift overtime work up to a maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.

2. 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 receive six (6) hours' rest off the job or project, regardless if a new workday starts or not.

O. Drinking Water:

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

P. The parties recognize the applicability of Industrial Welfare Commission Wage Order 16 to work performed under this agreement. Any alleged violation of Wage Order 16 shall constitute a grievance which shall be recognized under the grievance procedure of this agreement.

Q. Heat Illness and Recovery Period: 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.

All disputes concerning the payment of wages, meals, rest periods (breaks) and/or heat illness preventative recovery periods are subject to the Grievance Procedures and must be brought to the attention of the Employer, in writing, by the Union or Employee within fifteen (15) business days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

**SECTION 21
HOLIDAYS**

The following days are recognized as Holidays:

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day (November 11)
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

If any of the above Holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid at the double time rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger.

SECTION 22 TRANSPORTATION

Employees shall travel to and from work on their own time and by means of their own transportation. The Employer shall not be responsible for toll expenses.

SECTION 23 PARKING

In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the Employer will provide such facilities and 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, up to a maximum of \$8.00 per day, 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 drain.

SECTION 24 FOREMAN

The Union recognizes that a craft foreman shall be an employee appointed by and under the supervision of the Employer or his representative. The Union further recognizes that craft foremen shall perform certain supervisory functions assigned by the Employer, and the Union will take no action that would impede or interfere with these duties provided they are not in conflict with the terms of this Agreement and/or Safety Laws of California. (Foreman rate and working conditions: see Section 25.)

SECTION 25 LABORERS SPECIAL CRAFT WORKING RULES AND WAGE RATES

A. Except as specifically hereinafter otherwise provided, work classifications below are covered by this Agreement and shall be within the exclusive craft jurisdiction of the Laborers.

B. Foreman:

Foreman shall be paid at the rate of **two dollars (\$2.00)** per hour above the highest Laborers rate under his supervision. In the event the Employer, at his option, elects to use a Laborer Foreman to supervise other Laborer Foremen, he shall be paid not less **than one dollar twenty-five (\$1.25)** per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership.

C. Work performed in the following classifications shall be governed by the following rules:

1. Watchmen:

(a) Watchmen shall work eight (8) consecutive hours per day, exclusive of lunch period and forty (40) hours per week, Monday through Sunday, at straight time rates, provided they receive their two (2) day rest period consecutively. Watchmen shall receive time and one-half for all time in excess of eight (8) hours per day and for the sixth (6th) consecutive day worked. Watchmen shall also receive time and one-half for holidays worked except when a holiday falls on the seventh (7th) consecutive day worked, which shall be double time.

(b) When an Employer employs the services of a guard dog handler, said handler and/or handlers shall come under the terms of the Watchmen provisions.

2. Landscape Maintenance:

The term "Landscape Maintenance" shall be defined to include that work on existing or newly landscaped projects, such as watering, weeding, mowing and edging, pruning, fertilizing. Replacing or repairing of existing installations, (including the repair and replacing of electrical and water systems, sweeping, repainting, restriping, and any other work contained in the specifications of the project).

3. Final Cleanup:

Final cleanup work means that work performed after all new construction work on a section or phase of the project is completed.

4. Traffic Controller:

(a) Shall be an Employee whose primary duty is to direct traffic.

(b) If an Employee, who is dispatched to perform duties of Traffic Controller, begins and ends shift directing traffic, but who is also assigned to perform other duties, during his shift, which are in a higher classification; then the Employee must be paid at the rate of the highest classification for all hours worked, during the entire shift, or day.

(c) Flagmen and Traffic Controller's work is the work of the laborers and said workmen shall be entitled to adequate relief for use of toilet facilities.

D. Special Tunnel Working Rules:

1. (a) The following special tunnel working rules shall apply to tunnels over two hundred (200) feet in length and the following provisions shall supersede any contrary provisions contained elsewhere in this Agreement. The following special tunnel working rules shall not apply to tunnels under two hundred (200) feet in length and such work shall be governed by the general provisions contained elsewhere in this Agreement.

(b) The Employer shall establish and maintain a change house at each portal (or within a reasonable distance thereof) which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Short dry tunnels are exempted from the provisions of this Section if bathing facilities are generally available in nearby living areas.

2. (a) Tunnel Work periods shall conform to Section 20 herein.

(b) The regular work week shall conform to Section 20 herein.

(c) Shift work may be worked whenever the Employer chooses by notifying the Local Union involved in writing stating that the shift work will run for five or more consecutive days; otherwise the Employer shall pay overtime at the applicable rate. When shift work is worked, there shall be not more than one and one-half (1 1/2) hours between shifts. This includes heading crew, concrete crew, bull gang, and dumpmen, retimbermen, or any other crew doing work in the tunnel which comes under the terms of this Agreement.

(d) The starting time for shifts, whether on a single shift or multiple shift work, may be changed by mutual consent of the Laborer's International Union of North America, Local Number 89, signatory hereto, and the Employer by job conference between the aforementioned parties.

(e) The Friday graveyard though coming off work Saturday morning, is to be considered working Friday.

(f) The Saturday graveyard, though coming off work Sunday morning, is to be considered working Saturday.

(g) The Sunday graveyard, though coming off work Monday morning, is to be considered working Sunday.

(h) Maintenance Work: Workmen employed on Saturdays, Sundays and holidays to perform repair work or maintenance work (that is, work other than actual construction work) shall be paid at time and one-half of the regular straight time rate. Any workman who works on Sundays or holidays in the repair or maintenance crew shall have the following Monday or day following the holiday off, and if such workman is required to work on such Monday or day following the holiday, then he shall be paid at double the regular straight time rate for the hours of work performed on such Monday or day following the holiday.

(i) Overtime Rates: All time worked before a shift begins, after a shift ends or work performed on Saturdays, shall be paid for at time and one-half the regular straight time hourly rate. All work performed on Sundays and holidays shall be paid for at double the regular straight time hourly rate except maintenance work.

E. Asphalt Plants:

Work performed at the Employers asphalt plants shall be covered under the terms of this Agreement and shall conform to Section 20 herein.

Group Classifications –

<u>GROUP I</u>	<u>7/01/19</u> \$32.92	<u>7/01/20</u> Increase of \$2.25 to be allocated	<u>7/01/21</u> Increase of \$2.30 to be allocated
Boring Machine Helper (outside)			
Cleaning and Handling of Panel Forms			
Concrete Screeding for rough strike-off			
Concrete, Water Curing			
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber			
Fire Watcher, limbers, brush loader, pliers and debris handlers			
Flagman			
Laborer, General or Construction			
Laborer, General Cleanup			
Laborer, Landscaping			
Laborer, Jetting			
Laborer, Temporary Water and Air Lines			
Material Hoseman (Walls, Slabs, Floors and Decks)			
Plugging, Filling of Shee-Boit Holes; Dry Packing of Concrete			
Rigging and Signaling			
Slip-form Raisers			
Filling of cracks on any surface			
Tool Crib or Tool House Laborer			
Traffic Control by any method			

Water Truck- Two-Axle
 (see Attachment 2 for fringe benefit package)
 Water pipeline laborer
 Window Cleaner
 Wire Mesh Pulling - all concrete pouring operations

<u>GROUP II</u>	<u>7/01/19</u>	<u>7/01/20</u>	<u>7/01/21</u>
	\$33.60	Increase of \$2.25 to be allocated	Increase of \$2.30 to be allocated
Asphalt Shoveler			
Cement Dumper (on 1 yard or larger and handling bulk cement) mixer			
Cesspool Digger and Installer			
Chute Man, pouring concrete			
Chucktender handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks			
Concrete, Dry Packing and Patching			
Cutting Torch Operator (demolition)			
Fine Grader, Concrete or Asphalt Paving			
Guinea Chaser			
Headerboard Man - Asphalt			
Irrigation Laborer			
Laborer, Packing Rod Steel and Pans			
Pot Tender and Form Man			
Power Broom Sweepers (small)			
Roto Scraper & Tiller			
Sandblaster (Pot Tender)			
Septic Tank Digger and Installer (Leadman)			
Tank Scaler & Cleaner			
Tar Man & Mortar Man			
Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type Brush Shredders			

<u>GROUP III</u>	<u>7/01/19</u>	<u>7/01/20</u>	<u>7/01/21</u>
	\$34.31	Increase of \$2.25 to be allocated	Increase of \$2.30 to be allocated
Buggymobile Man			
Compactor (all types including Tamper, Barko, Wacker)			
Concrete Curer – Impervious Membrane and Form Oiler			
Concrete Cutting Torch			
Concrete Pile Cutter			
Driller, Jackhammer, 2-1/2 feet drill steel or longer			
Dri Pak-it Machine			
Impact Wrench, Multi-Plate			

Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing)

Operators of Pneumatic, Gas, Electric tools, Vibrating Machines, Pavement Breakers, Air Blasting, Come-Alongs and similar mechanical tools not separately classified herein

Pipelayer's Backup Man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services

Rotary Scarifier or Multiple Head Concrete Chipping Scarifer

Steel Headerboard Man and Guideline Setter

Trenching Machine, hand propelled

7/01/19
\$35.11

7/01/20
Increase of \$2.25
to be allocated

7/01/21
Increase of \$2.30
to be allocated

GROUP IV

Asphalt Raker, Luteman, Ironer, Asphalt Dumpman and Asphalt Spreader Boxes (all types)

Concrete Core Cutter (walls, floors or ceilings) Grinder or Sander

Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete

Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer

Laser Beam in connection with all Laborer's work

Oversize Concrete Vibrator Operator, 70 pounds and over

Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same;

Sandblaster (Nozzleman), Porta Shot-Blast, Water Blasting, Subsurface imaging Laborer, including but not limited to the operation of ground and surface penetrating radar, video/CCTV pipe

inspection equipment, and radiographic equipment; all subsurface imaging and mapping

<u>GROUP V</u>	<u>7/01/19</u>	<u>7/01/20</u>	<u>7/01/21</u>
	\$37.04	Increase of \$2.25 to be allocated	Increase of \$2.30 to be allocated
<p>Blasters Powderman - All work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing</p> <p>Driller: All power drills, excluding Jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power</p> <p>Toxic Waste Removal</p> <p>Welding, in connection with Laborers' work</p>			

<u>Residential Work (See Appendix A for definition)</u>	<u>7/01/19</u>	<u>7/01/20</u>	<u>7/01/21</u>
	\$29.53	Increase of \$2.25 to be allocated	Increase of \$2.30 to be allocated

Residential Wage Rates

Cleanup, Landscaping, Fencing (Chain Link and Wood)	\$30.82	Increase of \$2.25 to be allocated	Increase of \$2.30 to be allocated
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All other work on residential projects as described in MLA

<u>Residential Fringe Benefit Contribution Rates</u>	<u>07/01/19</u>
Health & Welfare	\$7.47
Vacation*	\$3.00
Supplemental	
Dues	\$2.05
Pension	\$8.38
Apprenticeship & Training	\$0.69
Center for Contract Compliance	\$0.30
San Diego Contract Administration Fund 2003	\$0.14
Administrative Trust	\$0.06

Includes Supplemental Dues of \$1.84 per hour contribution

FUTURE INCREASES

July 1, 2020 - \$2.25 (to be allocated by the Union)

July 1, 2021 - \$2.30 (to be allocated by the Union)

Upon written notice to the Associations at least sixty (60) days prior to July 1 of any year, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Apprenticeship and Training; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Administrative Trust; and (9) Any combination thereof.

SPECIALTY GROUP:

TUNNEL:

- Group II - Bull Gang, Muckers, Trackmen
- Group II - Chucktender, Cabletender
- Group II - Concrete Crew (includes Rodders & Spreaders)
- Group II - Dumpmen
- Group II - Grout Crew
- Group II - Helper for Steel Form Raisers & Setters
- Group II - Muckers - Tunnel (hand or machine)
- Group II - Nipper
- Group II - Swamper (Brakeman, Switchman on Tunnel Work)
- Group II - Vibratormen, Jackhammer, Pneumatic Tools (except Driller)
Multiplate Impact Wrench
- Group III - Blasters, Driller, Powderman
- Group III - Cherry Pickerman
- Group III - Grout Gunmen
- Group III - Kemper and other Pneumatic Concrete Placer Operator Mines in
ShortDry Tunnels under streets, highways and similar places
- Group III - Miners - Tunnels (hand or machine)
- Group III - Powderman (Tunnel Work)
- Group III - Steel Form Raisers & Setters
- Group III - Timberman, Retimberman - Wood or Steel
- Group III - Watchman
- Group IV - Powderman - Primer House (Licensed) on Tunnel
Work - Shaft and Raise Miner
- Group V - Shifters
- Group V - Blaster (Licensed) All work of loading holes,
placing and blasting all powder and explosives of whatever type
regardless of method used for such loading and placing.

H. When the Employer requires the employee to carry dual Union cards, the employee will receive \$.15 per hour above the rate of the higher classification. The employee will pick up referrals from both Unions involved. A dual card employee shall not replace, nor be required by the Employer to perform the duties of, a Craft's classified worker. The employee shall have the right to designate which of the involved Union's

fringe benefits coverage he desires. The dual card employee shall be paid for the entire day at the highest applicable wage rate of the Unions involved. This shall not affect the rate or election of fringe benefit contributions as provided above.

I.

J. Overtime Rates:

Time and one-half, except Sundays and Holidays which are double time.

K. Supplemental Dues:

1. Subject to the following conditions, the Employer agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for supplemental dues from the amounts required to be paid by the third paragraph of Attachment #1 of this Agreement for each employee for each hour worked or paid for in each payroll period, as special supplemental dues. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.

2. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of, the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust. All sums deducted by the employers pursuant to the provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the employers pursuant to the provisions of this Section shall, from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust Fund for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Employer to pay the full amount of vacation contributions specified in this Agreement. 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, by written notice served upon the Laborers' Local 89 and/or the Dues Trust, as agent for the Employer, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

K. Paving:

Should any paving or paving maintenance job and only a paving or paving maintenance job, by necessity and bid document, specification or solicitation require that the paving portion of the job be performed on a Saturday and/or Sunday, the following provisions shall apply:

1. For paving work performed between 5:00 a.m. and 6:00 p.m., employees performing that work shall be paid at their straight time wage and fringe benefits.

2. All paving work before 5:00 a.m. and/or after 6:00 p.m. or in excess of 8 consecutive hours, exclusive of meal period, and all such work performed on a Saturday and Sunday in excess of 40 hours per week shall be paid at the rate of time and a half.

3. The Employer shall perform work covered by this Section only with its own employees. In order to increase job opportunities for Local 89 members, the employer shall not subcontract work covered by this section to anyone except by mutual consent of the parties to this Agreement.

4. At least one day prior to commencement of the paving work on a Saturday or Sunday, the Employer must call a pre-job conference and present to the Union representative an appropriate bid or other document sufficient to satisfy the Unions that the paving work must be performed on a Saturday and/or Sunday.

5. The assignment or work pursuant to this Section shall be on a strictly voluntary basis. No employee shall be discriminated against, disciplined or discharged for declining weekend work, as set forth in this Section. Should an insufficient number of employees choose to perform the weekend work, the Union shall dispatch out of work employees from its out of work list for the Saturday and Sunday work only. A dispatch for this work only shall not change the employee's position on the out of work list or dispatch to full time employment.

**SECTION 26
TRUST FUNDS**

A. Health and Welfare:

1. Employers covered by the terms of this Agreement agree to pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. The Employer may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.

3. Employers covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the San Diego County Laborers' Health and Welfare Trust Agreement and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

4. The Laborers Health & Welfare Trust for Southern California is party to a Money Follows The Man Agreement with the Northern California Laborers Health & Welfare Trust and other Laborers Health & Welfare Trusts, that permits employees whose home Trust is the Northern California Laborers Health & Welfare Trust or other participating Health & Welfare Trusts to have contributions paid to the Laborers Health & Welfare Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money Follows The Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Health & Welfare Trust Fund for Southern California.

5. The Laborers' Health and Welfare Trust Fund for Southern California shall, at all times be maintained by its Trustees in compliance with all applicable provisions of the Affordable Care Act and other laws and, in particular, shall satisfy the conditions needed to ensure that the Employers are eligible for and protected by the "multiemployer arrangement pass-through" exemption from penalties under section 4980H for employees on whom contributions are made pursuant to this Agreement and any related participation agreement the Employers may execute providing benefit coverage for non-jobsite employees and/or supervisory personnel.

B. Pension:

1. Employers covered by the terms of this Agreement agree to pay to the San Diego County Laborers' Pension Trust Fund the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. The Employer may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.

3. Employers covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the San Diego County Laborers Pension Trust Agreement and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

4. The San Diego Laborers Pension Trust Fund is party to a Money Follows The Man Agreement with the Southern California Laborers Pension Trust, the Northern California Laborers Pension Trust and other participating Laborers Pension Trusts that permits employees whose home Trust is the Northern California Laborers Pension Trust, the Southern California Laborers Pension Trust or other participating Pension Trusts to have contributions paid to the San Diego Laborers Pension Trust transferred to those Trusts in accordance with and subject to the terms of the Money Follows The Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the San Diego Laborers Pension Trust Fund.

5. **The establishment of an Annuity Plan between the Contractors and the Union may be initiated upon mutual written agreement at any time during the life of the Agreement. If established, the Union shall have the right to allocate contributions to the Annuity Plan from the economic increases agreed upon in the Agreement.**

C. Vacation, Holiday and Sick Pay:

1. Employers covered by the terms of this Agreement shall pay to the **Laborers Vacation Holiday and Sick Pay Trust Fund** for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. Employers covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the **Laborers Vacation, Holiday and Sick Pay Trust Agreement** for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the Joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as some may be constituted in its original form, as amended, and as may be subsequently amended.

3. The benefits provided to employees by the **Vacation, Holiday and Sick Pay Trust** shall be considered paid vacation time, and the Employer agrees that the employee may use such paid time for any reason, including the same purposes and under the same conditions as Earned Sick Leave within the meaning of City of San Diego Earned Sick Leave and Minimum Wage Ordinance. The parties acknowledge that it is the Employer's sole responsibility to comply with the City of San Diego Earned Sick Leave and Minimum Wage Ordinance. The Employer will hold the Union and the Vacation Trust harmless in the event a claim is made that the Employer has not complied with the provisions of the City of San Diego Earned Sick Leave and Minimum Wage Ordinance. This section shall apply to any subsequently enacted City or County law that is substantially similar to the City of San Diego Earned Sick Leave and Minimum Wage Ordinance.

D. Apprenticeship and Training:

1. Employers covered by the terms of this Agreement agree to pay to the Laborers' Training and Retraining Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. Employers covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Training and Retraining Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

E. Center For Contract Compliance Trust Fund

1. Employers covered by the terms of this Agreement agree to pay to the Center for Contract Compliance Trust Fund, the sum designated in Attachment #1 of this Agreement per hour for each hour worked or paid for on all classifications contained in this Agreement.

2. Employers covered by the terms of this Agreement agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust as they may be constituted in its original form and insofar as it may be amended.

3. This Article shall be subject to the Agreement of the parties on the language for the Agreement and Declaration of Trust.

F. San Diego Construction Industry Advancement Fund

1. A trust fund entitled "**San Diego Construction Industry Advancement Fund**" shall be used only to provide compensation to the Employers for negotiations and administration of the provisions of this Agreement, including Section 18, for the Industry. Individual Employers shall contribute into the San Diego Construction Advancement Fund 2003 ten cents (\$.14) per hour for each hour paid for or worked. The trust fund shall be administered solely by Trustees selected by the Employers in accordance with a trust agreement to be executed by the employers. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

2. Employers covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the **San Diego Construction Industry Advancement Fund** and further ratify, confirm and consent to all acts heretofore taken in the creation and administration

of said Trust by its Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

G. Administrative Trust:

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Trusts Administrative Trust Fund for Southern California (Administrative Trust Fund) the sum designated for each hour worked or paid for on all classifications contained in this Agreement.

2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Trusts Administrative Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

3. The primary purpose of the Administrative Trust Fund shall be to pay operating costs of the Vacation, **Holiday, Sick Pay** Trust Fund that cannot be paid from interest revenue, forfeitures, and payments and income other than actual hourly contributions to the Vacation Trust Fund for hours worked or paid (referred to as "Operating Cost Shortfall"). If the auditor for the **Vacation, Holiday, Sick Pay Trust Fund** certifies that the Administrative Trust Fund has sufficient assets to pay the Operating Cost Shortfall for at least 24 months, the excess assets of the Administrative Trust Fund shall be used to pay administrative expenses of the Health & Welfare Trust Fund or Pension Trust Fund; or the Union, upon 30 days written notice to the Associations, may reallocate future contributions to the Administrative Trust Fund, to the Health & Welfare Trust Fund or Pension Trust Fund.

H. Where the Employer transfers key laborers out of the geographical area of this Agreement, to an area where the Employer is not signatory to a Laborers' Agreement, the Employer shall contribute to the Trust Funds mentioned in this Agreement for all hours worked by or paid to such key laborers for the duration of the job for which they were transferred.

I. The Trustees of all of the Trusts set forth in Subsections A, B, C and D of this Section 26 are directed that only persons employed, or their representatives, by Employers bound to an agreement with either the Southern California District Council of Laborers or Local Union No. 89 and contributing to the Trusts may serve as Employer Trustees on the Trust Funds.

SECTION 27
SUBCONTRACTING, EMPLOYEE RIGHTS,
UNION STANDARDS AND WORK PRESERVATION

A. The purposes of this Article 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. Definition of Subcontractor. A subcontractor is defined as any person (other than an employee covered by this Agreement), firm 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 Employer, or the subcontractor of an individual Employer, any part or portion of the work covered by this Agreement.

C. Neither the employer nor 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 Union except to a person, firm or corporation party to an appropriate current labor agreement with the Union or with the appropriate Local Union.

1. The Contractor may at its option ensure compliance with the subcontracting provision contained in this Section by inserting into any subcontract for covered work the following language:

"Subcontractor acknowledges the Contractor has entered into the following labor agreement covering work at the construction jobsite with the Southern California District Council of Laborers and its affiliated Local 89: Master Labor Agreement for Building Construction between the Associated General Contractors of America, San Diego Chapter Inc., and the Southern California District Council of Laborers for San Diego County, effective **July 1, 2019 to June 30, 2022** ("Master Labor Agreement"). The subcontractor acknowledges and agrees that a copy of the Master Labor Agreement is available to the subcontractor."

"Subcontractor agrees that, as an essential condition to entering into this subcontract, it shall be bound and comply with all of the terms and conditions of the Master Labor Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of disputes contained in the Master Labor Agreement, on all covered work during the term of the Master Labor Agreement. Subcontractor agrees that it shall be bound to the Master Labor Agreement, commencing with the first hour of work performed by its employees on this Project, and shall be bound to the Master Labor Agreement for all its construction work, whether or not the work is performed for the Contractor, for the duration of the Master Labor Agreement, and until timely terminated pursuant to the terms of the Master Labor Agreement, for the duration of successor Master Labor Agreements.

"Subcontractor further agrees to bind and require all its subcontractors and their subcontractors performing job site work of the type covered by the Master Labor Agreement referenced above to become bound and comply with all of the terms and conditions of the Master Labor Agreement.

"Subcontractor acknowledges that the Southern California District Council of Laborers, its affiliated Local 89 and the Construction Laborers Trust Funds for Southern California and San Diego are the intended third party beneficiaries of this contractual provision and may enforce this provision directly against Subcontractor."

2. No later than 10 business days after execution of a subcontract with a subcontractor not previously signed to the Master Labor Agreement, the Contractor shall deliver a copy of such subcontract to the Union. Unless otherwise requested by the Union, production of the cover page, Labor Relations Clause, and signature page of the subcontract shall be deemed to satisfy the provisions of the subsection.

3. If the Contractor complies with both subsections 1 and 2 above, the Contractor shall not be liable for a breach of the subcontracting provisions of this Section as to that subcontract, provided however, the Contractor shall be liable for the Subcontractor's delinquent Trust Fund contributions to the extent such liability would otherwise exist under this Agreement.

4. The Union and each Association signatory to this Agreement, shall maintain a copy of this Agreement, available to the general public, on their respective websites.

5. In addition to any recovery of damages by the Union for a Contractor's violation of the subcontracting clause, the Trust Funds may recover damages in an amount equal to the full fringe benefit contribution rate in effect under this Agreement at the time of the violation, plus interest, audit fees, and liquidated damages, for each hour of covered work performed by the non signatory Subcontractor's employees. Such damages shall be payable to the Vacation Trust and shall be damages and not for the benefit of any specific individual.

D. Jobsite work covered by the Union's Plaster Tenders, Brick Tenders, Horizontal Directional Drilling, Tunnel, Landscape, Parking and Highway Improvement (Striping, Slurry and Seal Coat Operations) Satellite Agreements of the Union are a part of the work description and bargaining unit covered by this Agreement.

E. Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Laborers Joint Conference Board or arbitrator may be judicially enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Article on subcontracting.

F. The Employer and his subcontractor shall have freedom of choice in the purchase of materials, supplies and equipment, except that every reasonable effort shall be made by the Employer and his subcontractor to refrain from the use of materials, supplies and equipment, which will tend to cause any discord or disturbance on the project.

**SECTION 28
PUBLIC WORKS PROJECTS COVERED BY
THE DAVIS-BACON ACT AND RELATED STATUTES OR
THE CALIFORNIA LABOR CODE
SECTION 1720 ET. SEQ.**

A. In the event that the Employer bids and contracts for a public job or project by a federal, state, county, city or other public entity which is to be performed at a predetermined and/or prevailing wage rate established by the California Department of Industrial Relations or the Secretary of the United States Department of Labor, the predetermined or prevailing wage rate established for the project shall be adopted as the wages and fringe benefits required to be paid under this Agreement for that project only. In the event that the predetermined or prevailing rate for a project changes during the life of this project, any such change shall immediately be adopted as the wage and fringe benefits required to be paid under this Agreement.

B. If there is an increase in fringe benefit contribution rates under this Agreement during the life of a public works project, the fringe benefit rate increase shall not apply to Employers working on predetermined or prevailing wage projects unless the fringe benefit rate increase is incorporated into the predetermined or prevailing rates established for the project.

C. In the event of a mandated overall reduction in the Laborer wage & fringe rates for San Diego County, the parties agree to meet at the call of either party, to adjust the wages and fringes contained herein to comply with said mandate.

**SECTION 29
CREW COMPOSITION AND SIZE**

Crew composition and ratio by classification shall be designated at the discretion of the Employer.

**SECTION 30
ADA COMPLIANCE**

The Union and the Employer recognize that significant legal obligations have been imposed on employers by the Americans with Disabilities Act ("ADA"). It is further recognized that the extent of these legal obligations, and the way in which they must be met, is presently unclear. The Union agrees, on behalf of itself and employees it represents, to cooperate with the Employer to ensure that the requirements of the ADA are complied with.

**SECTION 31
GENERAL SAVINGS CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement. The parties 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, they will promptly enter into lawful negotiations concerning the substance thereof. If any part or parts are held or determined to be void or illegal, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void render the balance of the Agreement inoperable.

**SECTION 32
LABORERS' JOINT APPRENTICESHIP COMMITTEE**

A. The Employers and the Union recognize the need for apprentice training and to this end shall indenture apprentices in conformity with California Labor Code Section 1777.5 governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the Standards and guidelines as established by the Laborers' Joint Apprenticeship Committee and approved by the Division of Apprenticeship Standards. The terms and conditions of this Agreement shall apply to Apprentices after a Laborers' Joint Apprenticeship Program for San Diego County is approved by the Division of Apprenticeship Standards.

B. The Joint Apprenticeship Committee shall consist of four (4) representatives appointed by the Union and four (4) representatives appointed by the Associations.

C. Apprenticeship laborers will be required to:

1. Possess a high school degree or GED;
2. Speak English proficiently enough to insure a proper safety environment on the job site;
3. Possess a valid California Drivers License.

D. The Apprenticeship Trust will offer English classes to apprentices.

E. The ratio of Apprentices to Journeymen shall be one Apprentice when at least five (5) Journeymen are regularly employed (although the Apprentice may be the second laborer on the job), and one (1) additional Apprentice for every five (5) additional Journeymen. An apprentice shall not work on the jobsite unless supervised by a Journeyman. Notwithstanding the above stated mandatory ratio, a qualified Employer may employ one (1) apprentice for the first four (4) Journeymen (although the Apprentice may be the second laborer on the job) and one (1) Apprentice thereafter for each four (4) Journeymen on the job.

F. The Employer will make an effort to keep Apprentices reasonably employed regardless of period status or advancement to a higher period of pay.

G. The Local Union, through the Joint Apprenticeship Committee, shall dispatch Apprentices to the Employers.

H. The Employer shall pay to Apprentices the wages and to the Trust Funds the sums designated below for each hour worked or paid to Apprentices.

1. Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the **Group IV journeyman rate of \$35.11:**

1 st period	1 - 500 hours	50%	\$17.56
2 nd period	501 - 1000 hours	55%	\$19.31
3 rd period	1001 - 1500 hours	60%	\$21.07
4 th period	1501 - 2000 hours	70%	\$24.58
5 th period	2001 - 2500 hours	80%	\$28.09
6 th period	2501 - 3000 hours	85%	\$29.84

*Apprentices shall receive the appropriate percentage of any increase to the journeyman wage during the term of this Agreement.

2. The Employer shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid for on all Apprentices.

Trust Fund contributions for Apprentices*:	
Health & Welfare (100%)	\$7.47
Pension (10%)	\$0.84
Vacation/Supplemental Dues (70%)	\$3.54
Apprenticeship and Training (100%)	\$0.69
C.C.C. (100%)	\$0.30
S.D.C.I.A.F. (100%)	\$0.12
Administrative Trust	\$0.06

*Apprentice shall receive the appropriate increase to the journeyman fringe benefit rates during the term of the Agreement.

** Includes Supplemental Dues of **\$1.44** per hour

SECTION 33
DELINQUENCY AND COLLECTION PROCEDURE

A. The Contractor shall pay its monthly contributions to the Trust Funds accompanied by a fully completed and executed report form furnished by the Trust Funds. The Contractor shall include with the monthly report form in a format acceptable to the Trust Funds:

1. The identification of each job worked on by the Contractor during the month, including the job location, the name and address of the owner of the job location property, and the name and address of the entity for whom the Contractor is working.

2. The name and social security number of each employee who performed covered work, indicating the number of hours each employee worked on each jobsite.

The provisions of subsections a. and b. above shall be implemented by the Trust Fund Administrator, in consultation with the Associations and Union, in a way that minimizes any inconvenience to the Contractor. The information provided by the reports required by subsections a. and b. shall be maintained in a confidential, restricted access manner by the Trust Funds for collection and fringe benefit eligibility purposes.

B. The Trustees of the Trust Fund shall furnish the Contractor Associations and the Union with a list of delinquent Employers each month. Such list will also be available to all signatory Employers on request **in electronic format at no cost or in printed format** subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the cost of duplication and transmission of such lists, payment for which to be made in advance. **If the Employer agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list the Employer shall be liable for all fringe benefit contributions of the Employer or his subcontractor or the subcontractor of his subcontractor for work performed on the Employer's job or project.**

C. If the Employer fails to remove the delinquent subcontractor, the Employer shall become financially responsible for all fringe benefits owed to any funds established by this Agreement by him or by his subcontractor or the subcontractor of his subcontractor for work performed on the Employer's job or project in accordance with the requirements set forth below.

D. The term "Employer" for delinquency purposes only, shall include all entities of the delinquent employer, change of name, or change of entity, provided that the delinquent employer holds at least ten (10%) percent ownership in the new entity.

E. In the event the Employer subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into the Trust Office shall notify the Employer of any delinquency of any subcontractor within (90) days of the date the

delinquency first occurred on the Employer's job or project and in no case shall the Employer be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Employer and only for work performed on the Employer's job or project.

F. Where an Employer contracts with a listed delinquent subcontractor or subcontractors, and the Employer fails to terminate the subcontract of such delinquent subcontractor, or subcontractors, the employer shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.

G. The Trust Office shall send delinquency notices to Employers whose contributions are not paid as required. The Trust Office shall notify the Union of those Employers who fail to pay within five (5) days of such notice and the Union may, at its option, withhold service from the Employer involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.

H. Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Employer for failure to pay monies due for the benefit of the employees. Employer agrees that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this paragraph is subject to the grievance procedure.

I. The Trust Office shall issue delinquency notices and clearances to Employers confirmed in writing.

J. All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Employer records to determine the appropriate contributions and shall have specific authority to examine the Employer's records, including but not limited to all payroll records (including certified payroll records, electronic payroll records, and all records reflecting payments to trust funds other than the Laborer Trust Funds of Southern California Federal W 2 Forms, Forms 1099 and 1096, Quarterly State Tax returns, and time cards), all cash disbursement ledgers, all canceled checks, check registers, invoices and bank checking account statements. If requested by the Trusts, the Contractor shall provide payroll breakdown by job, and shall provide the job location, legal description of the jobsite property if known, the owner of job location, the name and address of the entity for which the Contractor is working, if any, the contact telephone number for the job, the names and social security numbers of the employees working on the job, the number of hours worked by each employee on the job, all preliminary notices, mechanic liens and stop notices on the job, other relevant job location information requested by the Trusts and certification of workers compensation coverage. The Trustees may file suit to enforce this obligation, and, if successful, shall recover their attorneys' fees and costs, whether or not the audit reveals a delinquency. Any Employer delinquent

under this²⁰¹⁶⁻²⁰¹⁹ Article may be required by the Trust Funds to submit, in addition to regular reports, payroll breakdowns by job, and the failure to submit timely job breakdowns shall be considered a delinquency under this Article. If an Employer refuses to furnish the foregoing the Union may take economic action.

K. The Employer has a duty to report to the Trust Funds as required by the Agreement. The Employer shall maintain for a period not less than four (4) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the records described in Paragraph I, above. The Employer shall make available such records for audit by the Trust Funds representative upon written request. The Employer and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Employer, but the Trust Funds otherwise have no way of knowing the full extent of the Employer's obligations, since the records showing the related employment are in the possession and control of the Employer. In order to minimize the need for a frequency of such audits, the Employer agrees that the Trustees and the Union place trust and confidence in the Employer to report and pay contributions properly.

L. It is recognized that a delinquency in contributions causes damages beyond the value of the unpaid contributions, which are difficult to quantify. These damages include, but are not limited to, the administrative costs of processing and collecting delinquencies, the costs of adjusting benefit credits and notifying participants, the additional burden placed on Employer who faithfully pay their contributions, and the burden upon participants and beneficiaries who may be unable to qualify for benefits they may have otherwise been entitled to but for the delinquency of the Employer. Because these damages are difficult, if not impossible, to quantify on a case-by-case basis, the parties agree that liquidated damages, not a penalty, for such losses shall be set at the greater of \$25 or 20% of the contributions late or unpaid for each Trust Fund. In addition, any Employer delinquent in its obligations under this Section shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Funds), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions (including litigation to enforce mechanic liens, stop notices, bond claims or similar remedies, and any bankruptcy or receivership proceedings) or to enforce any obligation under this Article, in addition to liquidated damages owed by the delinquent Employer, the Employer shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Funds may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.

M. The Trust Funds' Joint Delinquency Committee may require an Employer to post a satisfactory bond in a sum equal to two (2) times the amount of the delinquency or such lesser amount as the Committee may determine, to secure payments of contributions to the Trust Funds. Such amounts are to be determined by the Trust Funds, and shall increase if the Employer's delinquency increases. The bond shall not

be construed in any way as in lieu of any payments required under this Agreement. All such bonds shall be deposited with the Trust Administrator and shall be in a form acceptable to the Trusts. The bond shall remain in effect for a period of 36 months after the delinquency giving rise to the obligation to post the bond or until one year after the date that the Employer is no longer bound to the Agreement or any successor Agreement whichever is earlier.

N. For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Fund as determined by the Trustees, shall consist of the following:

1. Failure to submit trust report forms.
2. Failure to report on all employees
3. Failure to make the payments as required on time.
4. Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
5. Failure of the bank to honor checks submitted.
6. Failure to pay monies due.
7. Failure to submit to an audit.
8. **Failure to submit payroll breakdowns by job during an audit, if the Employer maintains or can retrieve electronically such payroll breakdowns.**

O. In addition to any other remedies under this Section, the Union may terminate the participation of a delinquent Employer. Notice of such termination shall be sent to the Employer, and each of the employees listed on the last report submitted by that Employer, and shall be effective 30 days from such notice. Upon termination, no employee of the delinquent Employer shall accrue credit for any benefits for hours worked for that Employer. However, termination shall not end or alter the obligations of the Employer (or any Employer subcontracting to that Employer) under this Article. In addition to any other damages under this Article, an Employer so terminated shall be liable to the Trust Fund for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

SECTION 34 RETIREE HEALTH AND WELFARE

A. Subject to the express terms of this Agreement, the Trustees of the Health and Welfare Fund contained in this agreement shall have the sole and exclusive authority to determine the rules for eligibility to participate in the Health and Welfare Fund. Without

limiting the generality of the foregoing, the Trustees may, but shall not be required to, provide benefits and coverage to retired former participants in the Fund. The Trustees at any time may alter the terms for eligibility for retiree participation in the Fund and the benefits and coverage to be provided under the terms of this agreement are for the life of this agreement only and are not supported by any long range or reserve funding agreement. Notwithstanding anything contained in this Agreement or in the documents of the Health and Welfare Fund, the signatory parties to this Agreement expressly agree that retirees shall have no vested right to participate in the Health and Welfare Fund or to receive any benefits or coverage from the Fund at any time following their retirement. The Trustees of the Fund shall adopt and implement the limitations of participation and benefits expressed herein.

B. Retiree coverage as provided under this plan is on a month-to-month basis, to the extent that employer contributions to the Trust permit. Retiree coverage is not supported by any long range reserve or funding program. The Board of Trustees of the Trust reserves the right to modify or discontinue entirely the coverage provided for retirees as circumstances may warrant.

SECTION 35 DRUG/ALCOHOL ABUSE PREVENTION PROGRAM

The parties have agreed upon a Memorandum of Understanding on Drug and Alcohol Abuse Prevention and Detection, which may be implemented at the option of the Contractor.

**SECTION 35
DRUG/ALCOHOL ABUSE PREVENTION PROGRAM**

The parties have agreed upon a Memorandum of Understanding on Drug and Alcohol Abuse Prevention and Detection, which may be implemented at the option of the Contractor.

SIGNATURES

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



Eddie Sprecco, CEO

7.1.19

Date

**SOUTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS**

Sergio Rascon, President

Ernesto J. Ordonez, Secretary-Treasurer

Jon P. Preciado, Business Manager

Date

LABORERS LOCAL 89



Valentine R. Macedo, Business Manager

7-1-19

Date

Appendix A Residential Work

The provisions of the Master Labor Agreement apply except as modified by this Appendix A.

A. Definition:

1. Residential work is defined as all Laborers' work on wood or metal frame construction of single family residences, apartments and condominiums. This residential work shall not include projects that exceed three stories over a garage level; any utility work, such as telephone, gas, water, sewer, and other utilities; or any work outside property lines, including curbs, gutters, and sidewalks.

2. This residential work shall include all rough grading work at the job site behind the existing public right-of-way, at the time of commencement of said work. It shall not include any fine grading work, utility work, or paving work in the future street and public right-of-way.

B. Application: The Employer may pay to its employees the rate for residential work, but only on residential work. Any work that is not residential work or is excluded from residential work as defined in paragraph A, shall be paid at the construction rate.

C. Enforcement: For purposes of this Appendix A and notwithstanding any other steps in the grievance procedure of this Agreement a claimed violation of this Article shall be handled in the following manner:

1. Within twenty-four (24) hours of a request by the Union to the Employer and to the Association, a representative of the Union and a representative of the Association shall meet on the job and review with the Employer the work in question or the employer's bid, or both, to determine whether the Employer has bid the job or a portion of the job, or has permitted any work to be performed on the job under residential rates where the work in question was not residential. If the Employer refuses to participate or to furnish its bid, it shall be presumed that a deliberate, major violation of this article occurred.

2. If the Union and Association representatives find a violation of this Article, or less than the construction rates were paid at a time when the Employer did not have an Agreement with the Union to pay less than construction rates, the representatives shall issue a written award in the following language:

"(Name of Employer) is hereby found to be performing non-residential work, for which the Employer has paid or proposes to pay residential rates. The remedy for this violation is an injunction against further work on the job known as (describe job) except at the construction overtime rate (as liquidated damages). This injunction shall be

enforceable by a court injunction, and the plaintiff shall be entitled to its attorney's fees and cost."

The Union and Association representatives shall thereafter examine the Employer's books and records and make an award of damages, with the overtime portion of the award being paid to the Union as its damages.

3. If the Union and Association representatives find, or if it is found by any other arbitrator that the payment of less than construction rates by the Employer for other than residential work was not inadvertent and minor, the Employer shall lose the benefit of the residential rate of this Agreement for one year from the finding of a violation. The burden of showing that the violation was inadvertent and minor is on the Employer. If there is a finding of a second violation, the Employer shall lose the benefit of the residential rate for the remainder of the Agreement.

4. If the Union and Association representatives cannot agree, the dispute shall proceed through the normal grievance procedure of this Agreement or the Short Form Agreement (whichever is applicable to the Employer), and the award shall be as set forth in paragraph 2.

D. If the Union finds that the enforcement of this clause is not succeeding, the Union may reopen the Agreement for the purpose of amending this paragraph, and if no agreement is reached within 15 days on more stringent enforcement, the dispute shall be submitted to arbitration for the sole purpose of adopting language that is more stringent and easier to enforce.

E. Transfer Provisions: The Employer recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Employer are Laborers who are necessary to the efficient continuity of the Employer's operations. Therefore, the Employer may transfer up to eight (8) Laborers from the Southern California area to outside of San Diego County. After the transfer of no more than eight (8) Laborers, the Employer must hire the next three (3) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Employer may transfer from the Southern California area outside of San Diego County one (1) additional Laborer for each Laborer hired from the Local Union 89 hiring hall. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Employer for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area (this restriction does not apply to first foreman on the project). The Employer must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union 89 prior to those employees beginning work. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Employer shall first contact Local Union 89. Any additional transfers shall only be made by mutual consent.

Appendix B

The parties hereto agree to the fullest extent permitted, the Master Agreement shall operate to waive any and all provisions of the Healthy Workplace Healthy Family Act of 2014, effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written and/or amended during the life of this Master Agreement.

ATTACHMENT #1

CONTRIBUTIONS PAYABLE TO TRUST FUNDS

<u>EFFECTIVE</u>	<u>7/01/19</u>	<u>7/01/20*</u>	<u>7/01/21*</u>
Laborers Health and Welfare Fund for Southern California	\$7.47		
San Diego Construction Laborers Pension Fund	\$8.38		
Construction Laborers Vacation, Holiday, and Sick Pay Fund for Southern California	\$3.00		
Supplemental Dues (in addition to Vacation Contribution)	\$2.05		
Laborers Training and Retraining for Southern California	\$0.69		
Center for Contract Compliance Trust Fund	\$0.30		
Laborers Administrative Trust	\$0.06		
Construction Advancement Fund	\$0.12		

* Any increase in 07/01/20 and 07/01/21 to be allocated by Union from wage increase.

1 To be allocated by the Union to (1) Hourly wage rate; (2) Health & Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Administrative Trust; or (9) any combination thereof.

ATTACHMENT #2

(Water Truck Two Axle Fringe Benefit Rates)

EFFECTIVE	7/01/19	7/01/20*	7/01/21*
Laborers Health and Welfare Fund for Southern California	\$7.47	⊥	⊥
San Diego Construction Laborers Pension Fund	\$12.27	⊥	⊥
Construction Laborers Vacation,	\$3.00	⊥	⊥
Supplemental Dues (in addition to Vacation Contribution)	\$2.05	⊥	⊥
Laborers Training and Retraining for Southern California	\$0.69	⊥	⊥
Center for Contract Compliance Trust Fund	\$0.30	⊥	⊥
Laborers Administrative Trust	\$0.06	⊥	⊥
Construction Advancement Fund	\$0.12	⊥	⊥

* Any increase in 07/01/17 and 07/01/18 to be allocated by Union from wage increase.

⊥ To be allocated by the Union to (1) Hourly wage rate; (2) Health & Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Administrative Trust; or (9) any combination thereof.