

1 **MEMORANDUM OF UNDERSTANDING**

2
3 **SOUTHWEST REGIONAL COUNCIL OF CARPENTERS**
4 **and**
5 **ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER**
6

7
8 It is agreed that the following provisions which reflect discussion between the parties will
9 extend and modify the 2016-2020 Collective Bargaining Agreement for Building
10 Construction between the SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
11 ("Union") and the ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN
12 DIEGO CHAPTER negotiating on behalf of its respective eligible members (collectively,
13 "Contractors"):

- 14
15 1. The 2016-2020 Agreement shall be extended for a period of two (2) years,
16 continuing through June 30, 2022.

17
18 Section 2 shall be revised and all relevant dates shall be changed throughout the
19 Agreement. The extended Agreement shall be referred to as the extended July 1,
20 2016 through June 30, 2022 Collective Bargaining Agreement for Building
21 Construction.

- 22
23 2. Add a new Appendix A concerning the Grievance of Disputes to read as follows:

24 **APPENDIX A**

25 **Grievance of Disputes**

26
27
28
29 The Parties to this Agreement recognize that the Supreme Court of the United
30 States has consistently held for over fifty years that federal law and policy favors
31 the use and finality of arbitration procedures established through collective
32 bargaining agreements to resolve all nature of disputes affecting the employee-
33 employer relationship.

34
35 As the designated representative of employees, the Union contracts regarding the
36 specific terms and conditions of employment as well as the enforcement
37 mechanism to ensure those conditions are met, which mechanisms include
38 grievance arbitration. These terms, conditions and enforcement mechanisms are
39 generally superior to those available to employees not covered by collective
40 bargaining agreements. Grievance arbitration provision in a collective bargaining
41 agreement is reflected in national labor laws and is premised on the federal policy
42 to promote industrial stabilization through the collective bargaining agreement. "A
43 major factor in achieving industrial peace is the inclusion of a provision for
44 arbitration of grievances in the collective bargaining agreement." United
45 Steelworkers of Am. v. Warrior & Gulf Nav. Co., 363 U.S. 574, 577-78, 80 S. Ct.
46 1347, 1350, 4 L. Ed. 2d 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F.3d 344,

1 361 (5th Cir. 2013) (“[W]e discern[] in the structure of the [National Labor
2 Relations Act] the very specific right of employees to complete the collective-
3 bargaining process and agree to an arbitration clause.” Citing, *Blessing v.*
4 *Freestone*, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal
5 quotation marks and citation omitted).
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7 The Parties to this Agreement recognize that the National Labor Relations Board
8 has held that the pursuit of collective or class action claims is concerted action but
9 that a union may waive certain rights to concerted action in a collective bargaining
10 agreement. In doing so, the National Labor Relations Board recognized that a
11 collectively bargained arbitration clause stems from the exercise of rights to act in
12 concert and that “[F]or purposes of examining whether a waiver of Section 7 rights
13 is unlawful, an arbitration clause freely and collectively bargained between a union
14 and an employer does not stand on the same footing as an employment policy...
15 imposed on individual employees by the employer as a condition of employment.”
16 *D. R. Horton Inc.*, 357 NLRB No. 184 (January 3, 2012).
17

18 The Parties to this Agreement recognize that arbitration pursuant to the grievance
19 procedure affords numerous benefits including expedited resolution of disputes;
20 reduced cost and expense as compared to litigation; potentially greater monetary
21 relief to individual employees; benefit of the arbitrator’s knowledge and expertise
22 with the bargaining parties, the employment relationships governed by the
23 collective bargaining agreement, and the practices of the construction industry;
24 less restrictive rules of evidence; and less formal procedures. The Parties also
25 recognize that class and representative action procedures are designed to afford
26 a mechanism of relief for claims for which the costs of litigation are disproportionate
27 to the available relief and that this grievance procedure addresses the same
28 concerns by providing an expedited mechanism at reduced cost to address such
29 claims without the need for class or representative action procedures. It is
30 therefore the intent of the parties that this grievance procedure provide a
31 mechanism for resolving the individual claims covered herein which balances
32 expedited and complete relief to employees for violations with avoidance of
33 unnecessary costs and disproportionate remedies associated with class and
34 representative actions.
35

36 Arbitration of Employment Related Claims. 37

38 Any dispute, complaint or grievance alleging a violation of the Master Labor
39 Agreement shall be processed through the Procedure for Settlement of Grievances
40 and Disputes in Section 19, and the Local Union and Union shall retain sole and
41 exclusive ability to bring such a grievance to arbitration pursuant such Section. In
42 addition, any dispute, complaint or grievance concerning a violation of, or arising
43 under, Industrial Welfare Commission Wage Order 16 (“Wage Order 16”) which is
44 subject to the Procedure for Settlement of Grievances and Disputes in Section 19
45 by operation of Wage Order 16 and exemptions contained therein for employees
46 covered by collective bargaining agreements shall remain subject only to Section

1 19 and not this Appendix A. Disputes, complaints or grievances within the scope
2 of this paragraph shall be referred to as "Contractual Disputes".
3

4 In addition to Contractual Disputes that may be brought by the Union or Local
5 Union as described above, all employee disputes concerning violations of, or
6 arising under Wage Order 16 (except as noted in the immediately preceding
7 paragraph), the California Labor Code Sections identified in California Labor Code
8 section 2699.5 as amended, the California Private Attorneys General Act (Labor
9 Code section 2698, et seq.), and federal, state and local law concerning wage-
10 hour requirements, wage payment and meal or rest periods, including claims
11 arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or
12 "Statutory Disputes") shall be subject to and must be processed by the employee
13 pursuant to the procedures set forth in this Appendix A as the sole and exclusive
14 remedy. To ensure disputes are subject to this grievance procedure in accordance
15 with the intended scope of coverage set forth herein, Statutory Disputes also
16 include any contract, tort or common law claim concerning the matters addressed
17 in the foregoing laws (other than a claim of violation of the Master Labor Agreement
18 which are deemed Contractual Disputes). This Appendix shall not apply to claims
19 before the National Labor Relations Board, the Employee Equal Opportunity
20 Commission, the Department of Fair Employment and Housing, and the California
21 Division of Workers' Compensation.
22

23 Procedure for Arbitration of Disputes.

24
25 No Statutory Dispute subject to this Appendix A shall be recognized unless called
26 to the attention of and, in the event it is not resolved, confirmed in writing by the
27 individual employee to the individual Contractor and the Local Union within the
28 later of (i) the time set forth in the Procedure for Settlement of Grievance and
29 Disputes in Section 19 or (ii) the time provided for under applicable statute.
30

31 Grievances and arbitrations of all Statutory Disputes shall be brought by the
32 individual employee in an individual capacity only and not as a grievant or class
33 member in any purported class or representative grievance or arbitration
34 proceeding. The Arbitrator shall have the authority to consolidate individual
35 grievances for hearing, but shall not have the authority to fashion a proceeding as
36 a class or collective action or to award relief to a group or class of employees in
37 one grievance or arbitration proceeding.
38

39 The Arbitrator shall have full authority to fashion such remedies and award relief
40 consistent with limitations under federal and state law, and precedent established
41 thereunder, whether by way of damages or the award of attorneys' fees and other
42 costs, orders to cease and desist, or any and all other reasonable remedies
43 designed to correct any violation which the Arbitrator may have found to have
44 existed, including such remedies as provided under applicable state or federal law
45 or regulation. The decision of the Arbitrator is final and binding upon the parties
46 and is enforceable in a court of competent jurisdiction.

1
2 The Arbitrator shall not have any authority to award relief that would require
3 amendment of the Collective Bargaining Agreement or other agreement(s)
4 between the Union and a Contractor or the Contractors, or which conflicts with any
5 provision of any collective bargaining agreement or such other agreement(s). Any
6 arbitration outcome shall have no precedential value with respect to the
7 interpretation of the Collective Bargaining Agreement or other agreement(s)
8 between the Union and a Contractor or the Contractors.
9

10 The parties agree to review this Appendix on a regular basis and as the law
11 evolves, engage in good faith discussions to consider modifications to maintain its
12 effectiveness.
13

14
15 3. Section 21 (B) shall be revised to read as follows:
16

17 Employees shall not work more than five (5) consecutive hours without a one-half
18 (1/2) hour meal period. When employees work over five (5) hours without being
19 provided with a one-half (1/2) hour meal period, they shall be paid an additional
20 amount equal to one-half (1/2) hour pay at the double (2) time rate excluding fringe
21 benefits. When an employee is required to work overtime for more than three (3)
22 hours over the regular eight (8) hours, the Employer agrees to provide a meal
23 period each five (5) hours thereafter and the employee shall have sufficient time
24 to eat the meal without loss of pay. In the event an employee is required to work
25 through an overtime meal period, then the employee shall receive pay for an
26 additional one-half (1/2) hour at the double (2) time rate excluding fringe benefits.
27 Meal periods may be staggered to meet job requirements. No employee will be
28 required to work more than five (5) hours during any time period without a meal
29 period.
30

31 4. The following language shall be added as Section 31 (D):
32

33 **Pre-Hire Training.** The Carpenter Joint Apprenticeship Training Committee shall
34 implement a two (2) day pre-hire apprentice training evaluation program that shall
35 be mandatory for new apprentices to complete before commencing work for a
36 Employer. The program shall include safety and tool recognition training, as well
37 as, drug testing performed by the Carpenter Joint Apprenticeship Training
38 Committee.
39

40 5. All relevant sections of the Agreement shall be revised to reflect the following:
41

42 Effective July 1, 2018, 1st and 2nd period apprentices indentured on or after July
43 1, 2018 shall be designated into the Southwest Carpenters' bronze health and
44 welfare plan (the current 7/1/17 contribution rate is \$3.50/hour, and the future
45 hourly contribution rate shall be subject to the allocation made by the Union). 1st
46 and 2nd period apprentices indentured prior to July 1, 2018 shall be grandfathered

1 and designated into the Southwest Carpenters' gold health and welfare plan (the
2 current 7/1/17 contribution rate is \$7.10/hour, and the future hourly contribution
3 rate shall be subject to the allocation made by the Union).
4

5 6. All relevant sections of the Agreement shall be revised to reflect the following:
6

7 Effective July 1, 2018, the Union shall establish a graduated pension system for
8 apprentices indentured on or after July 1, 2018. 1st, 2nd and 3rd period
9 apprentices shall receive no hourly pension contribution; 4th period apprentices
10 shall receive the pension contribution hourly rate to earn a \$25 annual credit (the
11 current 7/1/17 contribution rate is \$1.00/hour, and the future hourly contribution
12 rate shall be subject to the allocation made by the Union); 5th and 6th period
13 apprentices shall receive the pension contribution hourly rate to earn a \$50 annual
14 credit (the current 7/1/17 contribution rate is \$2.00/hour, and the future hourly
15 contribution rate shall be subject to the allocation made by the Union); and 7th and
16 8th period apprentices shall receive the contribution to earn a \$75 annual credit
17 (the current 7/1/17 contribution rate is \$3.00/hour, and the future hourly
18 contribution rate shall be subject to the allocation made by the Union). 4th, 5th,
19 6th, 7th, and 8th period apprentices indentured prior to July 1, 2018 shall be
20 grandfathered and designated into the current pension contribution schedule (the
21 current 7/1/17 contribution rate is \$4.91/hour, and the future hourly contribution
22 rate shall be subject to the allocation made by the Union.
23

24 7. The following language shall be added to the end of Section 10 (A):
25

26 The Union shall have the right to appoint a job steward from among the Employer's
27 employees on the project. The craft job steward, if any, shall be a working
28 employee appointed by the Regional Council or its designee, who shall, in addition
29 to his regularly assigned work, be permitted to perform during working hours, such
30 of his steward duties, as outlined herein below, as cannot be performed otherwise.
31 The Union agrees that such duties shall be performed as expeditiously as possible
32 and the Contractor agrees to allow the performance of such duties as herein set
33 forth. The Union shall notify the Contractor or his representative, in writing, of the
34 appointment of a craft job steward, and send a copy to the Contractors home office
35 address.
36

37 If the Union has evidence that the Contractor has recently engaged or is engaging
38 in egregious (e.g. payroll fraud, cash pay, or intentional misclassification of
39 workers) and repeated violations of the Agreement, the Union shall have the right
40 to select a steward from sources other than the Contractor's employees on the
41 project, provided that the Union notifies the Contractor and its Association, if any,
42 in writing, in person or at his place of business, of its intent to place a steward, the
43 identity of the steward, the location of the project and the alleged egregious
44 violations of the Agreement at least twenty-four (24) hours in advance of the
45 placement of the steward. Such steward must have the requisite skills and

1 experience necessary to perform the work of the Contractor at the same level as
2 other current employees.

3
4 If the Contractor objects to the placement of the steward, it shall have the right to
5 convene a special Joint Committee as provided below, to determine whether the
6 Union has evidence of serious violations of the Agreement as set forth in
7 paragraph (I). In order to convene such Committee, the Contractor shall notify the
8 Union and the Association within seventy-two (72) hours of receipt of the Union's
9 notice of steward placement of the Contractor's objection to such placement. This
10 notification shall be confirmed in writing to the Union and the Association.

11
12 The Committee shall be composed of disinterested persons with two labor
13 representatives selected by the Southwest Regional Council of Carpenters, two
14 management representatives selected by the Association, and a neutral arbitrator.
15 The parties shall maintain lists of ten representatives of labor, ten representatives
16 of management, and five neutral arbitrators to serve as a panel, from which
17 Committee members shall be selected.

18
19 The Committee shall be convened within five (5) working days after receipt by the
20 Union and the Association of the Contractor's objection to the steward placement
21 and render a bench decision. The neutral arbitrator, who shall have no business
22 connection with either party to this Agreement, shall be authorized to participate in
23 the proceedings and if the committee is unable to reach a majority vote, the
24 arbitrator shall render the deciding vote. A quorum shall consist of one
25 representative selected by the Association and one representative selected by the
26 Union. If a quorum is not present, a bench decision will be rendered by the neutral
27 arbitrator.

28
29 The Committee shall determine whether the Union has evidence that the
30 Contractor has engaged or is engaging in serious violations. The Union shall have
31 the burden of proving that it has evidence of said serious violations. The
32 determination of the Committee shall be by majority vote as provided above. The
33 Committee's decision shall be final and binding. The decision of the Committee
34 shall be confirmed in writing to the Contractor and the Union. Should a Contractor
35 fail to abide by the Committee's decision, the Union shall have the right to exercise
36 its legal and economic remedies.

37
38 The losing party shall bear all costs of the proceedings.

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40 8. The parties agree to meet and discuss partnering (e.g. apprentice training,
41 journey person training, education, awareness, compliance) on the new Respirable
42 Crystalline Silica standard found in the California Code of Regulations, Title 8,
43 section 1532.3, that commenced on June 23, 2017 for construction during the term
44 of the Agreement.
45

1 9. The parties agree that effective July 1, 2018, five cents (\$0.05) will be allocated to
2 the Carpenters Contractors Cooperation Committee fund that will be earmarked
3 for the Southern California Partnership for Jobs. The Southern California
4 Partnership for Jobs has been established to protect and expand the interests of
5 transportation and other infrastructure construction, expand public awareness of
6 the need for transportation and other infrastructure, and address growth and
7 development issues related to the construction industry in Southern California.
8 The Union reserves the right upon thirty (30) days written notice to the Association
9 to reallocate some or all of this five cents (\$0.05) to wages or to any other Trust
10 Fund to which contributions are made under this Agreement.

11
12 The Union shall receive two (2) voting seats on the board of the Southern California
13 Partnership for Jobs. There shall also be created a subcommittee comprised of
14 three (3) management appointees and three (3) Union appointees that shall meet
15 to consider and approve any expenditures of monies in the Southern California
16 Partnership for Jobs fund before such expenditures are made.

17
18 Contributions made to the Southern California Partnership for Jobs fund shall be
19 administered by the Carpenters Contractors Cooperation Committee,

20
21 10. The parties have agreed to the following increases to the total economic package
22 for San Diego County:

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24

July 1, 2016	\$2.05
July 1, 2017	\$2.00
July 1, 2018	\$2.20
July 1, 2019	\$2.30
July 1, 2020	\$2.00
July 1, 2021	\$2.00

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31 11. All other terms and conditions of the 2016-2020 Agreement by and between the
32 parties shall remain unchanged.
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45 Dated: MAY 10TH, 2018
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**ASSOCIATED GENERAL CONTRACTORS
OF AMERICA, SAN DIEGO CHAPTER**



Signature

EDUARDO SPRECCO
Name

**SOUTHWEST REGIONAL OF
COUNCIL OF CARPENTERS**

Signature

Name

1 **MEMORANDUM OF UNDERSTANDING**

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3 **SOUTHWEST REGIONAL COUNCIL OF CARPENTERS**
4 **and**
5 **ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER**
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8 It is agreed that the following provisions which reflect discussion between the parties will
9 extend and modify the 2016-2020 Master Engineering Contractors Labor Agreement
10 between the SOUTHWEST REGIONAL COUNCIL OF CARPENTERS (“Union”) and the
11 ASSOCIATED GENERAL CONTRACTORS OF AMERICA, SAN DIEGO CHAPTER
12 negotiating on behalf of its respective eligible members (collectively, “Contractors”):
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- 14 1. The 2016-2020 Agreement shall be extended for a period of two (2) years,
15 continuing through June 30, 2022.
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17 Section 2 shall be revised and all relevant dates shall be changed throughout the
18 Agreement. The extended Agreement shall be referred to as the extended July 1,
19 2016 through June 30, 2022 Collective Bargaining Agreement for Building
20 Construction.
21

- 22 2. Add a new Appendix H concerning the Grievance of Disputes to read as follows:
23

24 **APPENDIX H**

25 **Grievance of Disputes**
26

27
28 The Parties to this Agreement recognize that the Supreme Court of the United
29 States has consistently held for over fifty years that federal law and policy favors
30 the use and finality of arbitration procedures established through collective
31 bargaining agreements to resolve all nature of disputes affecting the employee-
32 employer relationship.
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34 As the designated representative of employees, the Union contracts regarding the
35 specific terms and conditions of employment as well as the enforcement
36 mechanism to ensure those conditions are met, which mechanisms include
37 grievance arbitration. These terms, conditions and enforcement mechanisms are
38 generally superior to those available to employees not covered by collective
39 bargaining agreements. Grievance arbitration provision in a collective bargaining
40 agreement is reflected in national labor laws and is premised on the federal policy
41 to promote industrial stabilization through the collective bargaining agreement. “A
42 major factor in achieving industrial peace is the inclusion of a provision for
43 arbitration of grievances in the collective bargaining agreement.” United
44 Steelworkers of Am. v. Warrior & Gulf Nav. Co., 363 U.S. 574, 577-78, 80 S. Ct.
45 1347, 1350, 4 L. Ed. 2d 1409 (1960). D.R. Horton, Inc. v. N.L.R.B., 737 F.3d 344,
46 361 (5th Cir. 2013) (“[W]e discern[] in the structure of the [National Labor

1 Relations Act] the very specific right of employees to complete the collective-
2 bargaining process and agree to an arbitration clause.” Citing, *Blessing v.*
3 *Freestone*, 520 U.S. 329, 343, 117 S.Ct. 1353, 137 L.Ed.2d 569 (1997) (internal
4 quotation marks and citation omitted).
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6 The Parties to this Agreement recognize that the National Labor Relations Board
7 has held that the pursuit of collective or class action claims is concerted action but
8 that a union may waive certain rights to concerted action in a collective bargaining
9 agreement. In doing so, the National Labor Relations Board recognized that a
10 collectively bargained arbitration clause stems from the exercise of rights to act in
11 concert and that “[F]or purposes of examining whether a waiver of Section 7 rights
12 is unlawful, an arbitration clause freely and collectively bargained between a union
13 and an employer does not stand on the same footing as an employment policy...
14 imposed on individual employees by the employer as a condition of employment.”
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17 The Parties to this Agreement recognize that arbitration pursuant to the grievance
18 procedure affords numerous benefits including expedited resolution of disputes;
19 reduced cost and expense as compared to litigation; potentially greater monetary
20 relief to individual employees; benefit of the arbitrator’s knowledge and expertise
21 with the bargaining parties, the employment relationships governed by the
22 collective bargaining agreement, and the practices of the construction industry;
23 less restrictive rules of evidence; and less formal procedures. The Parties also
24 recognize that class and representative action procedures are designed to afford
25 a mechanism of relief for claims for which the costs of litigation are disproportionate
26 to the available relief and that this grievance procedure addresses the same
27 concerns by providing an expedited mechanism at reduced cost to address such
28 claims without the need for class or representative action procedures. It is
29 therefore the intent of the parties that this grievance procedure provide a
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31 expedited and complete relief to employees for violations with avoidance of
32 unnecessary costs and disproportionate remedies associated with class and
33 representative actions.
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35 Arbitration of Employment Related Claims.

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37 Any dispute, complaint or grievance alleging a violation of the Master Labor
38 Agreement shall be processed through the Procedure for Settlement of Grievances
39 and Disputes in Section 29, and the Local Union and Union shall retain sole and
40 exclusive ability to bring such a grievance to arbitration pursuant such Section. In
41 addition, any dispute, complaint or grievance concerning a violation of, or arising
42 under, Industrial Welfare Commission Wage Order 16 (“Wage Order 16”) which is
43 subject to the Procedure for Settlement of Grievances and Disputes in Section 29
44 by operation of Wage Order 16 and exemptions contained therein for employees
45 covered by collective bargaining agreements shall remain subject only to Section

1 29 and not this Appendix H. Disputes, complaints or grievances within the scope
2 of this paragraph shall be referred to as "Contractual Disputes".
3

4 In addition to Contractual Disputes that may be brought by the Union or Local
5 Union as described above, all employee disputes concerning violations of, or
6 arising under Wage Order 16 (except as noted in the immediately preceding
7 paragraph), the California Labor Code Sections identified in California Labor Code
8 section 2699.5 as amended, the California Private Attorneys General Act (Labor
9 Code section 2698, et seq.), and federal, state and local law concerning wage-
10 hour requirements, wage payment and meal or rest periods, including claims
11 arising under the Fair Labor Standards Act (hereinafter "Statutory Dispute" or
12 "Statutory Disputes") shall be subject to and must be processed by the employee
13 pursuant to the procedures set forth in this Appendix H as the sole and exclusive
14 remedy. To ensure disputes are subject to this grievance procedure in accordance
15 with the intended scope of coverage set forth herein, Statutory Disputes also
16 include any contract, tort or common law claim concerning the matters addressed
17 in the foregoing laws (other than a claim of violation of the Master Labor Agreement
18 which are deemed Contractual Disputes). This Appendix shall not apply to claims
19 before the National Labor Relations Board, the Employee Equal Opportunity
20 Commission, the Department of Fair Employment and Housing, and the California
21 Division of Workers' Compensation.
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26 to the attention of and, in the event it is not resolved, confirmed in writing by the
27 individual employee to the individual Contractor and the Local Union within the
28 later of (i) the time set forth in the Procedure for Settlement of Grievance and
29 Disputes in Section 29 or (ii) the time provided for under applicable statute.
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32 individual employee in an individual capacity only and not as a grievant or class
33 member in any purported class or representative grievance or arbitration
34 proceeding. The Arbitrator shall have the authority to consolidate individual
35 grievances for hearing, but shall not have the authority to fashion a proceeding as
36 a class or collective action or to award relief to a group or class of employees in
37 one grievance or arbitration proceeding.
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39 The Arbitrator shall have full authority to fashion such remedies and award relief
40 consistent with limitations under federal and state law, and precedent established
41 thereunder, whether by way of damages or the award of attorneys' fees and other
42 costs, orders to cease and desist, or any and all other reasonable remedies
43 designed to correct any violation which the Arbitrator may have found to have
44 existed, including such remedies as provided under applicable state or federal law
45 or regulation. The decision of the Arbitrator is final and binding upon the parties
46 and is enforceable in a court of competent jurisdiction.

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2 The Arbitrator shall not have any authority to award relief that would require
3 amendment of the Collective Bargaining Agreement or other agreement(s)
4 between the Union and a Contractor or the Contractors, or which conflicts with any
5 provision of any collective bargaining agreement or such other agreement(s). Any
6 arbitration outcome shall have no precedential value with respect to the
7 interpretation of the Collective Bargaining Agreement or other agreement(s)
8 between the Union and a Contractor or the Contractors.
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10 The parties agree to review this Appendix on a regular basis and as the law
11 evolves, engage in good faith discussions to consider modifications to maintain its
12 effectiveness.
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14
15 3. Section 20 (B) shall be revised to read as follows:
16

17 Employees shall not work more than five (5) consecutive hours without a one-half
18 (1/2) hour meal period. When employees work over five (5) hours without being
19 provided with a one-half (1/2) hour meal period, they shall be paid an additional
20 amount equal to one-half (1/2) hour pay at the double (2) time rate excluding fringe
21 benefits. When an employee is required to work overtime for more than three (3)
22 hours over the regular eight (8) hours, the Employer agrees to provide a meal
23 period each five (5) hours thereafter and the employee shall have sufficient time
24 to eat the meal without loss of pay. In the event an employee is required to work
25 through an overtime meal period, then the employee shall receive pay for an
26 additional one-half (1/2) hour at the double (2) time rate excluding fringe benefits.
27 Meal periods may be staggered to meet job requirements. No employee will be
28 required to work more than five (5) hours during any time period without a meal
29 period.
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31 4. The following language shall be added as Section 33 (L):
32

33 **Pre-Hire Training.** The Carpenter Joint Apprenticeship Training Committee shall
34 implement a two (2) day pre-hire apprentice training evaluation program that shall
35 be mandatory for new apprentices to complete before commencing work for a
36 Employer. The program shall include safety and tool recognition training, as well
37 as, drug testing performed by the Carpenter Joint Apprenticeship Training
38 Committee.
39

40 5. All relevant sections of the Agreement shall be revised to reflect the following:
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42 Effective July 1, 2018, 1st and 2nd period apprentices indentured on or after July
43 1, 2018 shall be designated into the Southwest Carpenters' bronze health and
44 welfare plan (the current 7/1/17 contribution rate is \$3.50/hour, and the future
45 hourly contribution rate shall be subject to the allocation made by the Union). 1st
46 and 2nd period apprentices indentured prior to July 1, 2018 shall be grandfathered

1 and designated into the Southwest Carpenters' gold health and welfare plan (the
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3 rate shall be subject to the allocation made by the Union).
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- 5 6. All relevant sections of the Agreement shall be revised to reflect the following:
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8 apprentices indentured on or after July 1, 2018. 1st, 2nd and 3rd period
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14 credit (the current 7/1/17 contribution rate is \$2.00/hour, and the future hourly
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18 contribution rate shall be subject to the allocation made by the Union). 4th, 5th,
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20 grandfathered and designated into the current pension contribution schedule (the
21 current 7/1/17 contribution rate is \$4.91/hour, and the future hourly contribution
22 rate shall be subject to the allocation made by the Union.
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- 24 7. The following language shall be added to the end of Section 14 (A):
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26 The Union shall have the right to appoint a job steward from among the Employer's
27 employees on the project. The craft job steward, if any, shall be a working
28 employee appointed by the Regional Council or its designee, who shall, in addition
29 to his regularly assigned work, be permitted to perform during working hours, such
30 of his steward duties, as outlined herein below, as cannot be performed otherwise.
31 The Union agrees that such duties shall be performed as expeditiously as possible
32 and the Contractor agrees to allow the performance of such duties as herein set
33 forth. The Union shall notify the Contractor or his representative, in writing, of the
34 appointment of a craft job steward, and send a copy to the Contractors home office
35 address.
36

37 If the Union has evidence that the Contractor has recently engaged or is engaging
38 in egregious (e.g. payroll fraud, cash pay, or intentional misclassification of
39 workers) and repeated violations of the Agreement, the Union shall have the right
40 to select a steward from sources other than the Contractor's employees on the
41 project, provided that the Union notifies the Contractor and its Association, if any,
42 in writing, in person or at his place of business, of its intent to place a steward, the
43 identity of the steward, the location of the project and the alleged egregious
44 violations of the Agreement at least twenty-four (24) hours in advance of the
45 placement of the steward. Such steward must have the requisite skills and

1 experience necessary to perform the work of the Contractor at the same level as
2 other current employees.

3
4 If the Contractor objects to the placement of the steward, it shall have the right to
5 convene a special Joint Committee as provided below, to determine whether the
6 Union has evidence of serious violations of the Agreement as set forth in
7 paragraph (I). In order to convene such Committee, the Contractor shall notify the
8 Union and the Association within seventy-two (72) hours of receipt of the Union's
9 notice of steward placement of the Contractor's objection to such placement. This
10 notification shall be confirmed in writing to the Union and the Association.

11
12 The Committee shall be composed of disinterested persons with two labor
13 representatives selected by the Southwest Regional Council of Carpenters, two
14 management representatives selected by the Association, and a neutral arbitrator.
15 The parties shall maintain lists of ten representatives of labor, ten representatives
16 of management, and five neutral arbitrators to serve as a panel, from which
17 Committee members shall be selected.

18
19 The Committee shall be convened within five (5) working days after receipt by the
20 Union and the Association of the Contractor's objection to the steward placement
21 and render a bench decision. The neutral arbitrator, who shall have no business
22 connection with either party to this Agreement, shall be authorized to participate in
23 the proceedings and if the committee is unable to reach a majority vote, the
24 arbitrator shall render the deciding vote. A quorum shall consist of one
25 representative selected by the Association and one representative selected by the
26 Union. If a quorum is not present, a bench decision will be rendered by the neutral
27 arbitrator.

28
29 The Committee shall determine whether the Union has evidence that the
30 Contractor has engaged or is engaging in serious violations. The Union shall have
31 the burden of proving that it has evidence of said serious violations. The
32 determination of the Committee shall be by majority vote as provided above. The
33 Committee's decision shall be final and binding. The decision of the Committee
34 shall be confirmed in writing to the Contractor and the Union. Should a Contractor
35 fail to abide by the Committee's decision, the Union shall have the right to exercise
36 its legal and economic remedies.

37
38 The losing party shall bear all costs of the proceedings.

- 39
40 8. The parties agree to meet and discuss partnering (e.g. apprentice training,
41 journey person training, education, awareness, compliance) on the new Respirable
42 Crystalline Silica standard found in the California Code of Regulations, Title 8,
43 section 1532.3, that commenced on June 23, 2017 for construction during the term
44 of the Agreement.
45

1 9. The parties agree that effective July 1, 2018, five cents (\$0.05) will be allocated to
2 the Carpenters Contractors Cooperation Committee fund that will be earmarked
3 for the Southern California Partnership for Jobs. The Southern California
4 Partnership for Jobs has been established to protect and expand the interests of
5 transportation and other infrastructure construction, expand public awareness of
6 the need for transportation and other infrastructure, and address growth and
7 development issues related to the construction industry in Southern California.
8 The Union reserves the right upon thirty (30) days written notice to the Association
9 to reallocate some or all of this five cents (\$0.05) to wages or to any other Trust
10 Fund to which contributions are made under this Agreement.

11
12 The Union shall receive two (2) voting seats on the board of the Southern California
13 Partnership for Jobs. There shall also be created a subcommittee comprised of
14 three (3) management appointees and three (3) Union appointees that shall meet
15 to consider and approve any expenditures of monies in the Southern California
16 Partnership for Jobs fund before such expenditures are made.

17
18 Contributions made to the Southern California Partnership for Jobs fund shall be
19 administered by the Carpenters Contractors Cooperation Committee,

20
21 10. The parties have agreed to the following increases to the total economic package
22 for San Diego County:

23
24

July 1, 2016	\$2.05
July 1, 2017	\$2.00
July 1, 2018	\$2.20
July 1, 2019	\$2.30
July 1, 2020	\$2.00
July 1, 2021	\$2.00

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31 11. All other terms and conditions of the 2016-2020 Agreement by and between the
32 parties shall remain unchanged.
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44 Dated: MAY 10TH, 2018
45
46