

**2022-2027**

**MASTER AGREEMENT**

**for**

**NORTHERN CALIFORNIA**

**between**

**NORTHERN ALLIANCE OF ENGINEERING  
CONTRACTORS**

**and**

**LABORERS**

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**2022-2027  
MASTER AGREEMENT  
for  
NORTHERN CALIFORNIA  
between  
NORTHERN ALLIANCE OF  
ENGINEERS CONTRACTORS  
and  
LABORERS**

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day of April 2022 and effective the 1<sup>st</sup> day of July, 2022 through June 30, 2027, by and between NORTHERN ALLIANCE OF ENGINEERS CONTRACTORS, herein after referred to as COLLECTIVE BARGAINING REPRESENTATIVE OF EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; March 20, 1986; July 1, 1989; July 15, 1992; June 14, 1996, June 28, 1999, June 30, 2002, April 7, 2006, July 6, 2010, July 1, 2012, May 1, 2014, and December 21, 2017 by and between NORTHERN ALLIANCE OF ENGINEERS CONTRACTORS and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA.

WITNESSETH:

**Section 1      General Provisions**

**A.      Definitions**

- (1) (a) The term "Employer" shall refer to NORTHERN ALLIANCE OF ENGINEERS CONTRACTORS.
- (b) The term "Individual Employer" shall mean (1) an employer who has authorized the Association (Employer) to represent said Individual Employer with respect to collective bargaining with the Union; or (2) is bound to the terms and conditions of this Agreement under the subcontracting requirements of this Agreement; (3) directly signs this Agreement with the Union as an Independent or Non-Association Member. The Employer agrees to provide the Union with a current list of Individual Employers for whom it has authority to represent.
- (2) The term "Union" shall refer to the Northern California District Council of Laborers.
- (3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.
- (4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis

Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties; Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

- (5) The “method of delivery of notices”, required by this Agreement shall be satisfied by one of the following means of delivery; email, fax, certified mail or regular mail.

B. Coverage and Description of Laborers' Work Covered by this Agreement.

- (1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America.
- (2) Subject to the preceding paragraph and subject also to the provisions of Section 14 of this Agreement, it is agreed that Laborers' work shall include but not be limited to: All Laborers' work necessary to tend the carpenters and other building trades craftsmen, stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance, repair), installation of all track, including the third rail, all cleanup of debris, grounds and buildings, graffiti abatement, steam cleaning; all cleaning of homeless and/or illegal encampments, including biohazard removal; and all General Laborers' work. In accordance with Green Book Decision dated August 2, 1920 - December 11, 1924, the loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction shall be done by Laborers under the supervision of such person as the Employer may designate. The hoisting of rods shall be done by Laborers, except when a derrick or outrigger operated by other than hand power is used.

All Laborers' work in connection with excavation for building and all 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. (This does not restrict the Laborers from performing other work.)

All Laborers' work in connection with concrete work, including rough striking, chipping and grinding, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzlemen (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, including tending of plasterers and brick and block layers.

All Laborers' work in the excavation, grading, preparation concreting, asphalt and mastic paving, paving, ramming, curbing, flagging and laying of other stone materials, installation and/or removal of pavers, and surfacing of streets, ways, courts, underpasses, overpasses and bridges; utilization of all equipment for the coring, cutting, scoring of concrete, asphalt or any other surface, including, but not limited to horizontal and/or vertical concrete cutting, all work utilizing diamond blades, and all raising of manholes and water valves in connection with paving.

All Laborers' 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 all shoveling and shifting material and cleaning of boxes, shall be the work of the Laborers. All Laborers' 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; concreting of same; and the backfilling, grading and resurfacing of same. All Laborers' work in connection with the construction of caissons, cofferdams, subways (except as covered by Master Tunnel Agreement),

aqueducts, water lines, culverts, flood controls, airports, drains and sewers, and any type of conduit, including electrical, no-joint pipe, including the cribbing, lagging, bracing, sheeting, checking grade for pipelaying, including laser work for pipelaying, manholes, drain inlets, trench jacking and handling of lagging hammers on all open trenches and ditches. All Laborers' work in connection with shoring, underpinning including cutting, fitting, placing and raising of all structures.

All track work, including rail ties, welding of rail; and including third rail work, except for electrification and electrical tie-ins.

All mechanical, process, or pressurized pipe work, including the laying and installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, production, purification, filtration, sewers, and treatment facilities, whether temporary or permanent.

All Laborers' work in refineries (see Supplement No. 5).

All Laborers' work in connection with drilling, utilization of the rock slicer and/or rock splitter, utilization of all air track drills, hydraulic drills of all types and sizes; drilling, including directional drilling, geothermal drilling and the locator for directional 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 signaling and rigging in connection with Laborers' work.

All Laborers' work in connection with the wrecking of buildings, both structural and non-structural.

All Laborers' work in connection with demolition, both structural and non-structural.

All Laborers' work in connection with the slinging, handling and placing of all rip-rap, rock and stone on highways, jetties, seawalls, waterfront structures and dikes, retaining walls or wherever used; all Laborers' work in connection with sheet piling for underground excavations, including but not limited to sewers, water, process pipe, seawall replacement, and earth retention; mechanically stabilized earthen (MSE) wall, construction and installation, including rigging and signaling in connection with Laborers' work, reinforced soil slopes (RSS), geosynthetic reinforced soil (GRS) walls, access ramps, bridge abutments, and wing walls construction and installation, including straps, facing, reinforcing mesh and strips, fabrics, precast panels, precast concrete blocks, dry cast modular blocks, gabions, welded wire mesh, drainage, drainpipe, and backfill and topsoil.

All wrecking work on construction and/or razing sites: all Laborers' work on pre-casting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

All Laborers' work in connection with the operation of such equipment that is necessary and incidental to carry out the work of the Laborer.

All Laborers' work in connection with Trenchless Technology, including pipe installation, bursting, relining, potholing, or similar trenchless laborer work. Trenchless Laborer's work, including truck and/or trailer mounted vacuum excavators (800 gallons or less).

All Laborers' work in connection with, Utilities, Dry Utilities, including electrical and telecommunication conduit layer, joint utility trench laborer including gas.

All Laborers' work in connection with Remediation/Land Restoration, including wetlands restoration, mitigation, or re-vegetation of lands (ornamental landscape is not included in this classification).

All Laborers' work in connection with Erosion and Sediment Control, including soil stabilization and soil, vegetation, and watershed pollution control.

All Laborers' work in connection with installing the systems designed to support solar modules/panels including anchoring support systems (deck mounting); Foundation post hole digging (ground mounted support systems); pouring of concrete for support system posts; Moving, loading, and unloading of material used in solar photovoltaic installations to the point of installation roof or other locations as required, installation of Photovoltaic Modules in support systems, attaching Modules to Rails (support systems), trenching on ground level systems, conduit placement, Final Cleaning on Panel Surfaces, general cleanup of surplus packaging/installation materials, coring or sawing of concrete in conjunction with solar systems, welding of Solar Array structures, traffic control and flagman involved with delivery and unloading operations, and living roof installation.

All Laborers' work in connection with laying and/or applying of fabrics connected to asphalt, portland cement concrete (pcc), and aggregate paving work.

All Laborers' work in connection with the cleanup and removal of fire debris from major woodlands fires. This will include but not be limited to, stumps, trunks, branches, and all other fire-damaged materials caused by water and/or extinguishing or fire retardant substances. Further, all work in connection with fire prevention needed/required by agencies and owners to avoid future major woodland fires.

- (3) All classifications listed in Supplement No. 1 of this Agreement which are not listed under this Section shall be included in the coverage and description of Laborers' work just as though incorporated in full in this Section.
- (4) Should an Individual Employer signatory to this Agreement subcontract the masonry or plastering portion of a project, said contract shall specify that the work to be performed shall be done under the terms and conditions of the current Masonry and/or Plaster Tender Agreement that has been negotiated by the Northern California District Council of Laborers or its affiliates, which is in effect in the territory in which the work is performed. However, Masonry work which is incidental to the work of the Individual Employer may be performed under the terms and conditions of this Agreement.
- (5) Any Employer not signatory to both the Tunnel and Laborers' Master Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Master Tunnel Agreement for the forty-six (46) Northern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the Individual Employer.
- (6) Should an Individual Employer signatory to this Agreement subcontract the traffic control or highway improvement portion of the project, such work shall be done under the terms and conditions of the current NAEC/Laborers' Master Traffic Control/Highway Improvement Agreement that has been negotiated by NORTHERN ALLIANCE OF ENGINEERS CONTRACTORS, which is in effect in the territory in which the work is performed.
- (7) Should an Individual Employer signatory to this Agreement subcontract landscaping work, such work shall be performed under the terms and conditions of the current Laborers' Landscaping Agreement that has been negotiated by the Northern California District Council of Laborers which is in effect in the County in which the work is performed.

## **Section 2      Bargaining Representatives**

### **A.      Union's Recognition of Collective Bargaining Representative of Employer.**

The Union hereby recognizes and acknowledges that the Collective Bargaining Representative of Employer includes in its membership a majority of the Individual Employers in the highway, general building and heavy construction industry, and said Individual Employers are performing the greater percentage of work therein. By reason of such facts the Union hereby recognizes that the Collective Bargaining Representative of the Employer, as herein-above referred to, is the collective bargaining representative for all Individual Employers who authorize the Employer to represent them with respect to Collective Bargaining with the Northern California District Council of Laborers. A list of said Individual Employers shall be furnished to the Union at the commencement of negotiations and the Employer shall furnish the Union with a complete monthly report of any additions and deletions to the list of Individual Employers represented by the Employer.

In the event the Union (District Council) enters into any other agreement with other employers or employer associations concerning the type of work covered hereby in the area which shall have terms more favorable to such employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall become a part of and apply to this Agreement only in the geographical area where such other agreement is in effect and only as to the same types of work.

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 Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its constituent Locals is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and 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, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this section shall be resolved by a mutually agreed upon neutral Arbitrator, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees 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.

### **B.      Employers' Recognition of Union as Collective Bargaining Representative of Employees.**

The Employer and the Individual Employers covered hereby recognize and acknowledge the Northern California District Council of Laborers of the Laborers' International Union of North America as the collective bargaining representative for the employees in the area aforementioned covering the jurisdiction of the Union.

### **C.      Access to Project.**

A Union Representative shall have access to the project during working hours for the purpose of checking compliance with the terms of this Agreement.

### Section 3      **Employment and Discharge**

#### A.      Union Security

- (1)      Every person performing work covered by this Agreement who is a member of the Union and in the employment of an Individual Employer on work covered by this Agreement on the effective date of this subsection 3A shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every person covered by this Agreement and employed to perform work covered by this Agreement shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) days of employment on such work following the beginning of such employment or the effective date of this revised subsection 3A, whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions generally applicable to other members.

If Federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this subsection, the Collective Bargaining Representative of the Employer and the Union will promptly enter into negotiations with regard to such subject.

- (2)      The Individual Employer shall be required to discharge any employee pursuant to this subsection 3A only when a written notice from the Union or Local Union, with an immediate copy of such notice to the Union, of such employee's non-compliance with this subsection, stating all pertinent facts showing such non-compliance, shall have been served upon such Individual Employer and a reasonable time (not to exceed 48 hours) has been allowed for compliance therewith.

#### B.      Employment

- (1)      The Union or Local Union shall maintain open and non-discriminatory hiring halls for the use of workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246, the Americans with Disabilities Act of 1990, and the California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of this Agreement. (A list of Local Unions, their telephone numbers and daily dispatching hours is attached hereto as "Schedule A" for convenience only.)

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation or consolidation becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representative shall promptly enter into negotiations with regard to such subject.

- (2)      Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security Account Number, qualifications and employment desired, or by telephone in those Local Unions permitting telephone registration. Each such person shall be listed numerically in the order in which he/she registers.

- (3) No person shall be entitled to have his/her name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his/her registration.
- (4) The Individual Employer shall contact the appropriate hiring hall of the local Union having work and area jurisdiction for all Laborers as he/she or it may from time to time need, and the Local Union shall furnish to the Individual Employer the required number of qualified and competent Laborers of the classifications needed by the Individual Employer in accordance with the provisions of this subsection 3B, if such Laborers are available.
- (5) When requesting Laborers, the Individual Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of the Individual Employer to be contacted on the job site.
- (6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of the Individual Employer such qualified and competent Laborers of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral in the following order of preference:

Persons shall be referred in the order in which they are registered if their registration indicates that they are qualified for and desirous of taking such referral, unless they are not available for referral, subject to the following conditions: First,

- (a) Notwithstanding any other provision of this Agreement, the Individual Employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out-of-work list and if such person was employed previously by such Individual Employer or member of a joint venture within three years prior to such request within the territorial jurisdiction of the appropriate Local Union of the Union.
- (b) In addition to requests permitted by the provision of subsection 6(a), the Individual Employer may request any person registered on the out-of-work list out of order for any reasons; provided, however, that at no time shall any job contain more than 50% of persons requested under subsection 6(b). It will not be a violation of this Agreement for an owner (1 person) to perform Laborers' work when needed, provided that said owner is performing work with at least one (1) additional Laborer on the job site.
- (c) Any Local Union, may at its option, permit a percentage of individual requests greater than 50% on any job. Such permission shall not be deemed a violation of this Agreement.
- (d) Notwithstanding the above, the mobility of all employees who have been employees of the Individual Employer for a period of three hundred sixty (360) hours out of the immediate preceding six (6) months, shall not be restricted for any reason subject to Section 3A, Union Security. In order for the Individual Employer to exercise the mobility provisions set forth in this paragraph, the Individual Employer shall:
  - (1) Provide the appropriate Local Union with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and
  - (2) The Individual Employer shall notify the appropriate Local Union of a job or project of more than five (5) day's duration.
  - (3) In cases where an Individual Employer is found to have dispatched certain

employees not eligible for mobility to a job site as defined herein, then the Local Union having jurisdiction in the project area shall notify the employer of such violation or error. The Individual Employer, upon notification by the Union, shall within one (1) working day, correct said violation or error to the satisfaction of the Union. Additional laborers shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All laborers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Section 9 of this Agreement.

- (4) No Employee of the Individual Employer shall suffer loss of mobility for a break in service of two (2) months or less with the employer if the break in service is due to illness, extended vacation or winter shutdown.
- (e) No person shall be dispatched pursuant to the provisions of subsection 6(a), 6(b) or 6(c) of this Section unless the Individual Employer's request is in writing, dated, is signed by an appropriate management representative, specifies whether the person is a rehire and names the job for which rehire is requested.

Second, persons who, within five (5) years immediately preceding the job order, performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Third, persons who are registered in the order in which they registered by qualification.

- (7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence or mobile phone (during dispatching hours, unless excused for the following reasons) in those Local Unions permitting telephone dispatch:
  - (a) When a death or imminent death occurs in the immediate family, or other close family member, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death or imminent death from hospital or family doctor.
  - (b) Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.
  - (c) Persons temporarily serving in the U.S. Military Reserve, providing they show bona fide proof of such service.
  - (d) Attendance at Workers' Compensation Hearing or any administrative or court appearance, upon a showing of bona fide proof of a required appearance.
  - (e) Hospitalization or medical treatment of the member or an immediate family member, requiring the attendance or involving the family responsibilities of the member, (for up to one [1] week) upon appropriate proof.
  - (f) Confinement of a spouse because of pregnancy and the anticipated imminent delivery of a child, (for up to one week) upon appropriate proof.
  - (g) Training sponsored by the District Council, upon appropriate proof.
- (8) When ordering workers, the Individual Employer will give notice to the appropriate hiring hall of

the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours, if possible, before the required reporting time. In the event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any other source or sources. If workers are so employed, the Individual Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social Security Account Number of the employee procured from such other source or sources and the date of employment and the location of the job on which he/she is employed. Workers who report on the first day are to be paid from the time they report to the Individual Employer's designated location.

- (9) Dispatching hours shall be as specified in subsection (1) of this subsection 3B or as specified in the notice or notices submitted pursuant to subsection (1) of this subsection 3B. In emergency cases, individuals may be dispatched other than at such dispatching hours.
- (10) Each person, upon being referred, shall receive a written referral to be transmitted to the Individual Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.
- (11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection 3B(7). Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to the Individual Employer and worker. Any person who is permitted to register by telephone under this subsection 3B must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection (12) of subsection 3B following, such person shall not be entitled to the position he/she held prior to his/her elimination in the event he/she re-registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reason enumerated in subsection 3B(7).
- (12) Persons shall be eliminated from the registration list for the following reasons:
  - (a) Dispatched to a job- except that any person who is rejected by the Individual Employer or who fails to complete four (4) full days (thirty-two [32] hours accumulated from Individual Employers) of work and/or pay shall retain his/her position on said list; provided, no person who is rejected by the Individual Employer shall be re-referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.
  - (b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable as to him/her.
  - (c) Unavailable for employment.
  - (d) Any person dispatched to a job who fails to report for work.
- (13) Notwithstanding the provisions of this Section 3B, upon the same notice as required in Section 3B(6)(e) being given to the appropriate Local Union of the Union, an Individual Employer shall have complete freedom to employ the first key Laborer.
- (14) Subject to the provisions of this Agreement, the Individual Employer shall have complete freedom

of selectivity in hiring and the Individual Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event an Individual Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, the Individual Employer shall be free to secure such skilled person from any available source subject to Section 3A of this Agreement.

- (15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Individual Employers are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and each Individual Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.
- (16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of Subsection A of this Section 3.
- (17) Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.

The Arbitrator shall have full power to adjust the grievance, and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and each Local Union.

The permanent hiring hall neutral arbitrator shall be Robert M. Hirsch and notices required by this Section shall be mailed or delivered to P.O. Box 170428, San Francisco, CA 94117. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union or Individual Employer is.

- (18) The Union recognizes the need of the Individual Employer to have access to Union dispatched Laborers on an expedited basis and the Individual Employer recognizes the Union's obligation to operate a fair and efficient hiring hall. Notwithstanding the other provisions of this article, if the Individual Employer contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a job site within twenty-four (24) hours of the Individual Employer's call to the Local Union (and the Individual Employer does not request the Laborer by name pursuant to subsection 6(a) or subsection 6(b) above), then the Local Union shall dispatch the person nearest the top of the out-of-work list who is present at the Local Union hiring hall, and if no Laborer is present, the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union is unable to contact a registrant by telephone after one (1) telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an expedited dispatch under this section shall not be eliminated from the out-of-work list.
- (19) Any hiring hall registrant who misuses the hiring hall and the relationship with signatory Individual Employers by failing to appear for work for which he/she has been dispatched; or failing to appear at the jobsite ready and prepared to work; or accepting employment for which the laborer is not qualified may, at the Local Union's discretion, be suspended from utilizing the hiring hall out-of-work list for subsequent offenses; and may be denied referrals for which the applicant is not qualified until he/she demonstrates that he/she possesses the qualifications to the Laborers'

Training Center.

Any appeal of these penalties must be submitted to the Hiring Hall Arbitrator under Section 3B(17), whose decision shall be final and binding.

Additionally, failure to appear at the jobsite, refusal to accept a dispatch, drug screen failure, and jobsite violence shall be subject to the procedures of the LIUNA Code of Performance.

C. Discharge

No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.

The Individual Employer shall be the sole judge of the qualifications of all of their employees, and may on such grounds, discharge any of them. After forty (40) hours of employment, no employee shall be discharged without just cause. In the event of discharge without just cause, the employee shall, if he/she so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in Section 9 hereof. In the event of reinstatement, the amount of back pay awarded under Section 9 hereof may not exceed 90 days unless the grievant was employed by the Individual Employer who discharged him/her for more than 1500 hours in the two (2) years preceding the date of discharge

During the first forty (40) hours, the Individual Employer may reject or discharge any employee for any reason.

D. The Individual Employer may notify the Local Union hiring hall of all employees who have quit, or been terminated or recalled during the week. Such notification may be on a written form which will include the following information:

NAME OF EMPLOYER COMPANY  
NAME OF EMPLOYEE  
DATE OF TERMINATION  
DATE OF RECALL  
REASON FOR TERMINATION

To implement the LIUNA Code of Performance adopted by LIUNA, the Employer may agree to designate discharges "for cause," when appropriate, as described in the Notification of Termination clause ("Attachment A" at the end of this agreement) and to substantiate such cause if necessary in proceedings under the Code of Performance.

This clause is intended only to assist the Union in implementing its Code of Performance, and a worker's only rights thereunder are in connection with future referrals under the Union's hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

E. No employee may be transferred from an Individual Employer's payroll to another Individual Employer's payroll except in accordance with subsection 3B, except any transfer to and/or from a joint venture of which the Individual Employer is a partner.

**Section 4 Show-Up Time**

A. The Individual Employer is not obligated to pay show-up time to any applicant/employee who fails to comply with the company code of safe practices.

- B. When any employee reports for work and there is no work provided by the Individual Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus zone pay where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws. If work is suspended on account of weather conditions, the employee shall be entitled to show-up time only if he/she remains on the job site for two (2) hours pending abatement of such weather unless sent home earlier by the Individual Employer. If work is to be suspended for any reason, the employee shall be notified at least two (2) hours before being required to report for work. The employee shall keep the Individual Employer informed at all times of his/ her correct address, and if he/she has a telephone, his/her telephone number. If an employee does not keep the Individual Employer so informed, the Individual Employer shall be relieved of the duty of giving such notice and further he/she shall not have to pay such employee show-up time. Radio and/or TV notice is acceptable on remote projects as means of notification providing the Union is notified in writing at the commencement of the job.

## **Section 5 Higher Wages**

No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

## **Section 6 Meal Periods, Rest Periods, and Heat Illness Preventative Recovery Periods**

- A. There shall be a regularly established meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half (1/2) hours before and completed not later than one (1) hour after the midpoint of the regularly scheduled hours of work for each Employee's shift.

If the Individual Employer requires the Employee to perform any work through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to eat on the Individual Employer's time.

Any employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half (1/2) hour meal period for which he/she shall receive regular overtime pay. No work shall be performed by him/her during such meal period. (Meal periods may be staggered from the 10th to the 11th hour.) However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second (2nd) meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.

All disputes concerning meals and /or rest periods are subject to the grievance procedure and must be brought to the attention of the Employer in writing by the Union or employee within thirty (30) calendar days of the alleged violation.

- B. Employees shall be authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10) minute rest break with their Employees to assure the continuity of work. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer. The second rest period may be added to the end of the meal period

or workday when working conditions so dictate as determined by the Individual Employer. Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

It is understood that the Employee will take his/her appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their rest periods.

If an Individual Employer fails to authorize and permit an Employee with a rest period as provided herein, the Employee shall be paid a penalty payment equal to one (1) hour at his/her applicable straight-time hourly wage rate excluding fringe benefits – one penalty payment covers any/all missed rest periods that day.

The rest period provisions of this Agreement will be interpreted consistently with the rest period requirements of IWC Order 16.

- C. As mandated by Cal/OSHA regulations, a heat illness preventative recovery period of no less than five (5) minutes shall be made available in order to prevent heat illness. A recovery period may be integrated with an employee's rest break. Heat illness recovery measures and protocols shall all be in accordance with current Cal/OSHA regulations.

If an Individual Employer fails to provide an Employee a preventative recovery period in accordance with Cal/OSHA Regulations, the Individual Employer shall pay the Employee, as a penalty, one additional hour of straight-time pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No employee shall be discriminated against for exercising his/her rights pursuant to this Section.

- D. All disputes concerning meals, rest periods and/or heat illness preventative recovery periods are solely and exclusively subject to the Grievance Procedures in Section 9 of the Agreement and must be brought to the attention of the Employer, in writing, by the Union or Employee within thirty (30) calendar days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

## **Section 7      Records**

- A. Each Individual Employer shall provide a proper means for registering the reporting, quitting time, and as supplied by the employee, the address and telephone number of all employees covered by this Agreement. In the event of a dispute, such records shall be accessible to the business representative of the Union or Local Union during working hours.
- B. Each Individual Employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than ten (10) working days after demand.

## **Section 8      No Cessation of Work**

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slow-down, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of any Individual Employer to comply with the provisions of the hiring clause, Section 3A or 3B hereof, or as permitted under Section 28B and C hereof or whenever an Individual Employer pays Laborers improperly with checks which do not clear for collection. As to any Individual Employer who shall fail or

refuse to comply with the provisions of the sections specified herein, so long as such failure or refusal continues it shall not be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for such Individual Employer, and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for such Individual Employer, and such refusal for such period shall not be a violation of this Agreement.

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

## **Section 9      Grievance Procedure**

Any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute or a dispute arising out of Section 3A or 3B, or a dispute covered by subsection 13C(4), or a dispute arising out of Section 28 and seeking to collect funds allegedly owed under the (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, and/or Training-Retraining/Apprenticeship Plan, which said Sections and the Subsections thereof are specifically exempted by the provisions of this Section, the following procedure will apply:

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.
3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or otherwise authorized Union Representative and the Individual Employer or his/her representative within three (3) days after submission to the Individual Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Association and an Impartial Arbitrator. At any point in the proceedings, should the panel be unable to reach a majority vote, the Arbitrator shall participate and his decision shall be final and binding.
5. In addition to any rules or procedures which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
  - (a) No attorney shall be utilized unless either party notifies the other of its intent to do so with a minimum of fourteen (14) calendar days in advance of the hearing.
  - (b) No briefs shall be submitted nor a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.
  - (c) In the case of a deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator, in which case the Arbitrator shall render a decision not later than thirty (30) days after submission. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.

- (d) The parties shall select and utilize one (1) permanent impartial arbitrator who is willing to abide by the procedures set forth herein. The impartial arbitrator may be changed or replaced at the request of either party.
6. The Board of Adjustment shall meet not less than once each calendar month with the exception of the discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) working days. Failure of either party to meet or participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.
  7. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement, and shall be final and binding upon all parties hereto.
  8. In the event an Individual Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Individual Employer and such action shall not be a violation of this Agreement so long as such noncompliance continues
  9. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne by the Employer
  10. No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.
  11. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this Section as set forth in the rules and procedures which may be amended from time to time by the parties.
  12. A decision of the Board of Adjustment by majority vote, or the decision of a permanent arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California.
  13. All hearings of the Board of Adjustment shall be in the County of Contra Costa and/or County of Alameda, unless mutually agreed to move to another location.
  14. No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) working days excluding Saturdays, Sundays, and holidays after the alleged violation was committed.
  15. In the case of discharge, the Board shall meet within fifteen (15) working days. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of the Individual Employer against any employee for activities in behalf of, or representation of the Union not interfering with the proper performance of his/her duties.
  16. If failure of a Board of Adjustment to meet on a discharge case within fifteen (15) working days is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) working days. If the Employer or Individual Employer is unavailable to meet, the wage payment and Trust Fund contributions shall be continuing.
  17. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 11 who has agreed under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or

portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

When liabilities are assessed against a subcontractor for hiring violations as a result of a Board of Adjustment held under the provisions of Paragraph 17 and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to the Individual Employer and subcontractor and the Individual Employer shall pay such obligations from the retention of such subcontractor.

18. The procedures specified herein shall be applicable to any Individual Employer whether or not he or she is a member of Employer or any other associations.
19. In those instances where the Individual Employer is not a member of the Employer, the Joint Adjustment Board shall establish procedures whereby the Employer members of the Joint Adjustment Board may consist of one Individual Employer who is not a member of the Employer.
20. In addition to disputes concerning the interpretation or application of this Agreement, all claims and claims for associated penalties arising under the federal Fair Labor Standards Act, the California Labor Code, and Wage Order 16, will be resolved through the procedures set forth in this Section 9; such claims may not be brought in a court of law or before any administrative agency such as the California Labor Commissioner.

All claims arising under the Fair Labor Standards Act, the California Labor Code Industrial Welfare Commission Orders (e.g., Wage Order 16), all derivative claims arising under California Business and Professions Code Section 17200, et seq. and all similar claims arising under any applicable local law, shall be resolved exclusively through binding arbitration before an impartial arbitrator. Such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. All substantive and procedural rights applicable to mandatory arbitration of statutory claims shall be observed (e.g., the right to more than minimal discovery, payment of costs by the employer, a written award, etc.). The arbitrator shall apply the shortest applicable statute of limitations applicable to each claim and shall be authorized to award any and all remedies otherwise available by law.

The Agreement prohibits any and all violations of the sections of the California Labor Code that are redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through binding arbitration before an impartial arbitrator and shall not be brought in a court of law or before any administrative agency such as the California Labor Commissioner. This agreement expressly waives the requirements of PAGA and authorizes the arbitrator to award any and all remedies otherwise available under the California Labor Code, except the award of penalties under PAGA that would be payable to the Labor Workforce Development Agency.

Statutory claims described above shall be initiated by written notice within the statute of limitations period to the Individual Employer with a copy provided to the Northern California District Council of Laborers ("Union") and the Employer. The Union will provide the Employee, Employer and Individual Employer with the Impartial Arbitrators' contact information. Once a grievance is filed, the Union, the aggrieved employee and the Individual Employer shall meet within thirty (30) calendar days, or other time as mutually agreed upon, to discuss and attempt to resolve the grievance. Should the grievance not be satisfactorily resolved to the satisfaction of the aggrieved employee within the foregoing time frame, the aggrieved employee may proceed directly to arbitration.

Should the Impartial Arbitrator designated by the Parties to this Agreement be unavailable or

unacceptable to the Individual Employer or Individual Employee, the Parties to the Agreement will provide a panel of three additional impartial arbitrators from whom the Individual Employer and Employee will select an arbitrator using an alternative striking method with the Employee striking first.

The Impartial Arbitrator shall have the authority to consolidate individual statutory claims for hearing upon agreement of the parties but shall not have the authority to fashion a proceeding as a class, collective or representative action, except with respect to PAGA claims as provided in this subsection, or to award relief to a group or class of employees in one grievance or arbitration proceeding.

If a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid so as to preserve the agreement and intent to the fullest possible extent.

This Agreement shall apply to any representative PAGA claims, class and/or individual claims that arise or are pending during the term of the parties' current collective bargaining agreement, regardless of when they were filed with any court or administrative agency.

#### **Section 9A Contract Administration**

Effective July 1, 2012, each employer who is a member of Northern Alliance of Engineering Contractors (“the Association”) and is bound to this Agreement shall contribute the sum of \$.10 (ten cents) per hour worked or paid for to the Northern Alliance of Engineering Contractors for Contract Administration fees for the purposes of negotiating and administering the collective bargaining agreement, including Section 9 (Grievance Procedure) of the Agreement. Said payments are to be remitted by the employer directly to the Association on a monthly basis.

The Contract Administration Fund shall be administered solely by the Association.

#### **Section 9B Industry Stabilization Fund**

The Individual Employer shall contribute, effective July 1, 2013, fourteen cents (\$.14) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Industry Stabilization Fund. Of the \$.14 per hour, seven cents (\$.07) per hour is earmarked for California Alliance for Jobs, two cents (\$.02) per hour is earmarked for the Construction Industry Force Account Council (CIFAC), and five cents (\$.05) per hour is earmarked for the Foundation for Fair Contracting.

The purpose of such funds shall be to enhance the monitoring of public works projects relative to Employer compliance with State, Federal or other public agency public works wage and hour laws. Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

#### **Section 10 Payment of Wages**

A. Each employee shall be paid wages in full each week before or at quitting time on the Individual Employer's regular pay day unless specific arrangements to the contrary are made in writing between the Individual Employer and appropriate Local Union of the Union. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.

Any dispute regarding waiting time penalties shall be subject to the Grievance Procedures in this Agreement with not more than eight (8) hours pay at the straight time rate charged for any calendar day

with a maximum of ten (10) days provided, however, that where the non-payment or delayed payment is willful, repeated, or intentional, the Board of Adjustment may award up to thirty (30) days' waiting penalties.

- B. Each employee shall be given a statement with the Individual Employer's name and address, itemizing the employee's gross amount earned, total hours worked, Social Security tax, withholding tax and all other deductions, net wages earned, the inclusive dates of the period for which the employee is paid, name of employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, also a statement of hours applicable to Health and Welfare, Pension/Annuity, Vacation-Holiday-Dues Supplement and Training-Retraining/Apprenticeship Plans.
- C. Individual Employers may pay employees utilizing the electronic direct deposit of wages or a debit pay card as provided under California law. Payment by direct deposit or a debit pay card shall be at the employee's option and not as a condition of employment. Employees shall not incur any transaction fees or lost or stolen card fees for the utilization of a debit pay card. Final compensation shall be paid by check.

## **Section 11      Subcontractors**

The terms and conditions of this Agreement insofar as it affects Employer and the Individual Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Individual Employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered the same as an Individual Employer covered hereby. Subject to the provisions of this Section and any other Section of this Agreement applicable to subcontractors, if an Individual Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement. A subcontractor is defined as any person, firm or corporation who agrees under contract with the Employer, or any Individual Employer, or a subcontractor of the Employer, or any Individual Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials. The Individual Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Individual Employer elect to subcontract, the Individual Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Union's majority status for the purpose of establishing the obligation of the Individual Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement, but for no other purpose, statute or law.

An Individual Employer who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments required by Section 28 (Health and Welfare, Pension/Annuity, Vacation-Holiday-Dues Supplement and Training-Retraining/Apprenticeship Funds), except as follows:

The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement no later than the first day on which the subcontractor has workers employed on the job, and shall specify the name and address of the subcontractor. Written notice at a pre-job conference shall be deemed written notice under this provision for those subcontractors listed at the pre-job only. Notification to the Union of any subcontractor not listed in writing at the pre-job must still be given in accordance with this paragraph.

If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice thereof to the Individual Employer and to the subcontractor specifying the nature and amount of such delinquency.

If such notice is given, the Individual Employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within seventy-five (75) days prior to the receipt of said notice from the Union, and said Individual Employer may withhold the amount claimed to be delinquent out of the sums due and owing by the Individual Employer to such contractor.

In the event the Individual Employer fails to give written notice of a subcontract as required herein such Individual Employer shall be liable for all delinquencies of the subcontractor on that job or project without limitation.

The Individual Employer shall not be liable for any such delinquency if the Local Union where the delinquency occurs refers any employee to such subcontractor after giving such notice and during the continuance of such delinquency. The provisions of this Section 11 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.

## **Section 12      Conflicting Contracts**

Any oral or written agreement between Employer or any Individual Employer and an individual employee, which conflicts or is inconsistent with this Agreement, or any supplemental agreements hereto, disestablishes or tends to disestablish relationship of Employer and employee, or establishes a relationship other than that of Employer and employee, shall forthwith terminate. No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental agreements thereto, shall hereafter be entered into by and between Employer, or an Individual Employer, and any individual employee performing work covered by this Agreement. Any practice of the Employer or Individual Employer contrary to this Agreement shall forthwith terminate. Any such future practice shall not be binding on the Union or effect the interpretation of this Agreement unless specifically authorized by the Union in writing.

## **Section 13A    Elimination of Restrictions on Production**

No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery tools or other labor-saving devices.

The Union and Employer recognize that drug and alcohol abuse by employees shall not be tolerated for safety reasons.

The Union agrees to cooperate with the Employer and the Individual Employer in establishing drug and alcohol abuse policies to the extent legally possible.

**Management Rights Regarding Substance Abuse:** Notwithstanding any other provisions of this agreement, the Employer expressly reserves the right, in its discretion, to undertake the following measures:

- (1) In the sole discretion of the Employer and the Individual Employer, requiring covered employees to submit to physical examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to him/herself or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this agreement in a prompt and competent manner. Such tests may include, in the discretion of the Employer and the Individual Employer, such tests of the employee's bodily fluids as the Employer and the Individual Employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his/her duties in a prompt, competent and safe manner.
- (2) Implementation of rules regarding the discipline and/or discharge of any employees that the

Employer and the Individual Employer determines, as a result of the tests described in subparagraph (1), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.

- (3) An Individual Employer may initiate unannounced random testing, a selection process where affected Employees are selected for testing and each employee has an equal chance of being selected for testing. If an Individual Employer initiates such testing, all employees shall be subjected to such testing. The Individual Employer may establish two random testing pools, one for DOT regulated employees and one for all others. An Individual Employer who initiates random testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to random testing. The Individual Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug testing program.
- (4) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of those employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.
- (5) A member who refuses to submit to a drug/alcohol test when dispatched or a member who has a positive/failed "pre-employment" test shall not be paid show-up time, provided that the member does not perform any work for the Individual Employer.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth in Section 9 of this Agreement.

### **Section 13B Protective Clothing**

The Individual Employer shall furnish the necessary goggles, hard hats or other protective clothing. Laborers working in rain, snow or sleet shall be furnished with waterproof clothing. Laborers working in gunite or handling concrete and/or cement shall be furnished rubber boots and gloves. Laborers working in mud or water shall be furnished boots. Such equipment shall be furnished by the Individual Employer free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue.

### **Section 13C Safety**

- (1) The Union shall cooperate with the Individual Employer and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.
- (2) All State and/or Federal and/or Local Safety Laws, Standards, Rules and Regulations shall be applicable to all work covered by this Agreement. The Individual Employer is solely responsible for implementing and maintaining such Laws, Standards, Rules and Regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such Laws, Standards, Rules or Regulations.
- (3) Adequate first-aid equipment shall be maintained and provisions shall be made for the safety of employees covered by this Agreement on each job by each Individual Employer. Each Individual Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization or both. Each

Individual Employer must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the job site.

- (4) No employee shall be discharged for refusing to work under conditions injurious to his health or safety as determined under any rule or regulation of the United States or State of California or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.
- (5) When drilling holes in rock or other dust producing material with air or power controlled drilling equipment (excluding jack hammer), dust shall be controlled by water, chemical or other suitable means within the maximum acceptable concentration as set forth in the California or OSHA Construction Safety Orders.
- (6) Should the Individual Employer desire a change in variance in the California or OSHA Construction or any applicable Safety Orders, they will notify the Union in writing not less than thirty (30) days prior to making a request for such change.
- (7) Manhaul trucks regularly used for personnel transport but not designed for this purpose shall be provided with safe seating and side and end protection to prevent falls. Some convenient means of mounting and dismounting the truck shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the driver shall be installed.
- (8) Employees who as a direct result of an on-the-job industrial injury are unable to complete a full day of work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician.
- (9) The Local Union with area jurisdiction shall be notified within twenty-four (24) hours of any industrial injury which results in death or requires hospitalization.

#### **Section 14A Additional Work or Classifications**

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

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 material, 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.

It is not the intent of the parties to provide work where no job exists.

#### **Section 14B Jurisdictional Disputes**

There shall be no cessation or interference in any way with any work of the Employer or any Individual Employer by reason of jurisdictional disputes between the Union and any other Union with respect to jurisdiction over any of

the work covered by this Agreement. Such disputes will be settled by the Unions, themselves, or submitted to the International Presidents of the Union involved in the dispute for determination. Until such determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by the Individual Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

### **Section 15 Pre-Job Conference**

There shall be a pre-job conference prior to the start of a job or project, at the option of either party, where the agreed or estimated price to be paid the Individual Employer and any of his or its subcontractors is one million dollars (\$1,000,000) or more where construction conditions or remoteness of the project warrant it. The Individual Employer shall notify, in writing, the appropriate Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

### **Section 16A Employer's Membership**

This Agreement is made for, and on behalf of, and shall be binding upon all persons, firms or corporations that at the time of the execution of this Agreement have given or subsequently give bargaining authorization to the Employer as defined in Section 2A.

Once an Individual Employer is bound by the Agreement, they shall remain bound by the Agreement for the term thereof and shall remain bound by any modifications, extensions or renewals thereto unless that Individual Employer gives appropriate written notice to the Northern California District Council of Laborers prior to the termination of the Agreement.

### **Section 16B Agreement Binding Upon Parties**

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

### **Section 17 Contracting-Piece Work**

No work shall be let or paid for by piece work, contract or lump sum direct with laborers for labor services.

### **Section 18 Wages**

Wages for General Laborers and for special classifications are set forth in the Supplements attached hereto and made a part hereof as if set forth in full herein and shall be effective on June 25, 2018, and on succeeding anniversary dates as herein provided on all work, both old and new.

- A. Zone pay for employees performing work under the terms of this Agreement is set forth in Supplement No. 6 attached hereto and made a part hereof as if set forth in full herein.
- B. On a job where a Craft with whom the Individual Employer has negotiated a short work week terminates early on Friday, the Individual Employer will keep the laborer employed the balance of the work day when the Individual Employer determines that work is available.
- C. On public work projects where wage determinations exist, such pre-determined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided,

however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used. Whenever non-signatory and/or non-union contractors appear on a public works plan holders list and where the prevailing wage determination is less than that which is provided for in the current Master Labor Agreement, the employer signatory to the 2022-2027 Laborers' Master Agreement may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Payments to the Health and Welfare Trust Fund shall be maintained at the Laborers' Master Agreement rates. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Employers should notify the appropriate local Union whenever utilizing this provision.

## **Section 19 Wages Applicable to Classifications**

Wage rates shall be recognized as applying to classifications rather than to persons and any worker performing work shall be paid at the rate which the classification of their work calls for, except when it is necessary to temporarily transfer workers from one classification to another, in which event such workers shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day and the half day.

When workers are requested for one classification and this work is no longer available at the rate and type of work they were requested for, then the workers have the right to accept or reject the employment offered. If the worker so desires, worker shall be given a written notice of reduction in force, stating that the classification that the worker was originally hired for is no longer available; or the worker may have the choice of a lesser rate of pay.

## **Section 20A Overtime Rates, Hours and Working Conditions**

### **1. Work Day**

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day work week in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. (If all basic Crafts employed by the Individual Employer on the job site and/or contract, are employed on the basis of a four-ten (4 x 10) hour day work week, the Laborers' shall work on the same basis.)

### **2. Work Week**

On single shift work and on the first shift of a multiple shift operation, five (5) consecutive days of eight (8) consecutive hours (exclusive of meal period), Monday through Friday, shall constitute a week's work except as otherwise provided for in this Agreement. The regular starting time of such shift shall be between 6:00 a.m. and 9:00 a.m.

- (a) Where in any locality, existing traffic conditions, job conditions or weather conditions render it desirable to start the day shift at an earlier hour, not earlier than 5:00 a.m., or a later starting time not later than 10:00 a.m., the Individual Employer is permitted to do so.
- (b) **Special Single Shift\*:** When the Individual Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union at least three (3) days prior to the start of such special shift, the Individual Employer may initiate such special shift of eight (8) consecutive hours, exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of subsection 5(a) of this Section. Provided, however, if by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for

employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double time (2x) to be paid from the start of the shift to 8:00 p.m. and the applicable straight-time rate paid from 8:00 p.m. until completion of the eight (8) hour special single shift.

Special single shifts may be used in conjunction with any other shifts. The special single shift premium shall only apply to that work that is mandated to be performed outside of the normal shift hours. All other work on the project performed during the normal day shift hours shall be paid at the regular rate of pay.

\*NOTE: Special Single Shift rates Area "A" / Area "B" \$3.00/hr over classification.

- (c) Four-ten (4 x 10) Hour Work Week: An Individual Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. In the event two (2) shifts are employed, ten (10) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid. Provided, further, all shifts are worked the same four (4) consecutive days during a four-ten (4 x 10) hour day work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.
  - (d) In the event that work cannot be performed Monday through Friday or Monday through Thursday four-ten (4 x 10) hour day work week) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Individual Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.
  - (e) Notwithstanding the above, it shall not be a violation of this Agreement to start individual employees at no more than one (1) hour prior to the regularly established starting time.
3. On shift work, the day shift, eight (8) hours' work for eight (8) hours' pay. When two (2) shifts are employed for five (5) or more consecutive days, eight (8) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid at the Second Shift Premium rate. When three (3) shifts are employed for five (5) or more consecutive days, seven and one-half (7½) consecutive hours (exclusive of meal period) shall constitute a day of work, for which eight (8) times the straight time hourly rate shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three (3) shift operations, the first shift shall start at 8:00 a.m. Shifts shall run consecutively with not more than one (1) hour between shifts.

Two Shift Operations. The second shift differential is (\$3.00/hr – Area A and Area B) incorporated in Supplement No. 1 of this Agreement.

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

Work performed after 8:00 a.m. Saturday morning shall be deemed Saturday work.

The Saturday graveyard shift, though coming off work Sunday morning, is to be considered working Saturday. Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work. The Sunday graveyard shift, though coming off work Monday morning, is to be considered working Sunday, with the exception that a graveyard shift employee who has worked seven (7) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after starting time shall continue to receive the double time (2x) wage rate.

4. Weekends and Holidays. One and one-half (1½) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make-up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays, Holidays and as provided for by state law. On two shift operations, Laborers working a complete second shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for eight (8) hours of work. For work on Saturdays, Sundays and holidays on a three-shift operation, Laborers working a complete second shift shall be paid eight (8) hours of pay at the appropriate overtime rate for seven and one-half (7-1/2) hours of work. Laborers working a complete third shift shall be paid eight (8) hours of pay at the appropriate rate for seven (7) hours of work.

5. Minimum Hours

(a) From April 1 to November 14, the hours of employment shall be reckoned by the day and half day. From November 15 to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five (5) hours on a four-ten (4 x 10) shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour. For new dispatches, minimum hours of not less than four (4) hours (or five [5] hours on a four-ten [4 x 10] shift) at the applicable rate, including fringe benefits, shall be paid for attending safety meetings or for completing paperwork. An individual who is dispatched and is required to undergo pre-employment testing shall be compensated for the actual time spent for pre-employment testing, at the applicable rate, not less than four (4) hours. An individual who fails pre-employment testing will not be compensated.

(b) Whenever a Laborer is called out to work on Saturdays, Sundays or holidays (except on make-up days), he/she shall be paid at least four (4) hours, five (5) hours on a four-ten (4 x 10) hour shift, at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a 4 x 10 shift, on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate.

On shift work, the above shall apply to Laborers called out to work on the day shift and second shift of a two (2) shift operation only. If three (3) shifts are employed, the above shall apply except that three and one-half (3½) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3½) hours but less than seven (7) hours shall be paid on a pro rata basis, except as modified by a four-ten (4 x 10) hour day work week.

NOTE: Shift differential applies only to the second shift of a two (2) shift operation. Shift differential is as follows: Area "A" / Area "B" \$3.00/hr. over the appropriate classification rate.

6. Tide Work: When an employee or employees are called out to work tide work, the employee shall receive a guarantee of a full shift at straight time. The overtime rate for Saturday, Sunday and holidays or work in excess of eight (8) hours in any twenty-four (24) hour period shall be the same rate of overtime pay as set forth in this Agreement. The hours between 8:00 a.m. and 5:00 p.m. shall be worked at straight time. Work performed between 5:00 p.m. and 8:00 a.m. shall be considered overtime work.

7. Exceptions: Watchpersons may be required to work any five (5) days out of the week on any shift and may also be required to do job office clean-up work. The overtime rates provided in paragraph 4 of this Section 20A shall apply only to watchpersons, cleaning and washing windows, service landscape laborers for work in excess of eight (8) hours in any one (1) day, or forty (40) hours per week.

Employees cleaning and washing windows (after initial cleaning) and service landscape laborers

(establishment warranty period), may be required to work any five (5) days out of the week on any shift.

When the Individual Employer sets up a camp or boarding house on a project, the charge made to the employee for board and room shall not exceed the subsistence rate incurred during a calendar week.

8. Flagpersons: Any employees such as a flagperson shall be furnished adequate relief for use of toilet facilities.

## **Section 20B Parking**

In the event free parking facilities are not available within five (5) blocks of a job site, the Individual Employer will provide such parking facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public parking facilities, the Individual Employer will reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the Individual Employer shall transport the employees to and from the place where the work is being performed, and such transporting shall be one-half (½) on the Individual Employer's time and one-half (½) on the employee's time.

## **Section 21 Status of Foremen**

When the Individual Employer determines that a foreman is required to supervise a crew of Laborers, he/she shall be or become a member of this Union in accordance with Section 3A of this Agreement.

## **Section 22 Steward**

- A. The Union may select an employee on the job as a Steward and he/she shall be a working employee. Written notification shall be given to the Individual Employer of such assignment. The Union agrees that the Steward's duties shall be performed as expeditiously as possible and the Individual Employer agrees to allow him/her a reasonable amount of time for the performance of his/her duties. The Individual Employer will give the Union forty-eight (48) hours advance written notice before terminating the Steward unless the job is completed or he/she is discharged for cause.
- B. The Steward shall be limited to and shall not exceed the following duties and activities:
  - (1) Check the dispatch of each employee dispatched under the terms of this Agreement.
  - (2) Report to his/her Business Representative all violations of this Agreement.
  - (3) Report to his/her Business Representative any employee covered by this Agreement who, during his/her shift, leaves the job site without giving the Individual Employer and the Steward prior notice.
- C. The Steward shall not:
  - (1) Stop the Individual Employer's work for any reason or tell any workers or any employee covered by this Agreement that he/she cannot work on the job.

Infraction of either of the two rules set forth above in (C) (1) shall be cause for immediate dismissal of the Steward without any prior notice.

### **Section 23 Recognized Holidays**

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day and Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday. If any of the above holidays falls on a Saturday, the Friday preceding shall be considered a holiday.

Martin Luther King Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

### **Section 24 Gunite, Shot Crete, Panel Crete and Similar Type Work including all Placing, Finishing and Patching of Shot Crete or Gunite**

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the Gunite, Shot Crete, Panel Crete and similar type work including all placing, finishing and patching of shot crete or gunite are set forth in Supplement No. 2, attached hereto and made a part hereof, as if set out in full herein covering the territory in which the Agreement is to apply.

### **Section 25 Wrecking Work; Gardening, Horticultural and Landscaping Work**

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for Wrecking Work are set forth in Supplement No. 3; for Gardening, Horticultural and Landscaping Work are set forth in Supplement No. 4. Each of the Supplements referred to herein is made a part hereof, as if set forth in full herein.

### **Section 26 Liability of the Parties**

It is mutually understood and agreed that neither the Employer, any Individual Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Individual Employer, the Union or the Local Union, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, the Employer or the Individual Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

### **Section 27 Employees Not To Be Discharged For Recognizing Authorized Picket Lines**

The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and the Individual Employer signatory to this Agreement proceed without interruption because of disputes involving unions not signatory to an Agreement with the Employer.

No employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

**Section 28A Health and Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, Training-Retraining/Apprenticeship Plan**

In continuation of the Laborers’ Health and Welfare Trust Fund for Northern California, the Laborers’ Pension/Annuity Trust Fund for Northern California, the Laborers’ Vacation-Holiday-Dues Supplement Trust Fund for Northern California and the Laborers’ Training-Retraining/Apprenticeship Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted thereunder), each Individual Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments in accordance with the schedule specified in this Section, as follows:

	<u>6/28/21</u>	<u>6/27/22</u>	<u>6/26/23</u>	<u>7/1/24</u>	<u>6/30/25</u>	<u>6/29/26</u>
Health & Welfare	\$8.90	\$9.60	\$ *	\$ *	\$ *	\$ *
	\$ .40					
Pension	\$8.96	\$9.46	\$ *	\$ *	\$ *	\$ *
Annuity	\$4.40	\$4.40	\$ *	\$ *	\$ *	\$ *
Vacation/Holiday/Dues Supplement	\$3.05	\$3.05	\$ *	\$ *	\$ *	\$ *
**Training-Retraining/Apprenticeship/LECET	\$ .45	\$ .45	\$ *	\$ *	\$ *	\$ *
Contract Administration Fund	\$ .10	\$ .10	\$ *	\$ *	\$ *	\$ *
***Industry Stabilization Fund	\$ .20	\$ .20	\$ *	\$ *	\$ *	\$ *

To be allocated among wages and fringe benefits at the discretion of the Union.

\* Allocation shall become effective thirty (30) days after allocation notice is received, but in no event earlier than June 27, 2022, June 26, 2023, July 1, 2024, June 30, 2025 or June 29, 2026.

\*\*Effective 6/26/06 four cents (\$.04) per hour is earmarked for Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.)

\*\*\*Effective 7/1/22 seven cents (\$.07) per hour is earmarked for California Alliance for Jobs, two cents (\$.02) per hour is earmarked for the Construction Industry Force Account Council (CIFAC), and five cents (\$.05) per hour is earmarked for the Foundation for Fair Contracting.

Each Individual Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreements specified herein establishing said Funds and any amendment or modification thereto. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, each signatory employer agrees that he/she shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

The parties agree that the Trustees of the Vacation-Holiday-Dues Supplement Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

The Union and the Employer agree that the Individual Employers covered by the Master Agreement may continue the coverage of their supervisory personnel above the rank of general foreman in the Laborers’ Health & Welfare

Trust Fund for Northern California, the Laborers' Pension/Annuity Trust Fund for Northern California, the Laborers' Vacation-Holiday-Dues Supplement Trust Fund for Northern California, the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California by paying into all Trusts monthly on the basis of one hundred seventy (170) hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Individual Employer having made one (1) payment on an employee shall continue to make such a payment so long as the employee is in his/her employ. As an option, contributions to the Laborers' Pension/Annuity Trust Fund for Northern California and the Laborers' Vacation Holiday Dues Supplement Trust Fund for Northern California may be made on the basis of one hundred ninety-five (195) hours per month, and contributions to the Laborers' Health and Welfare Trust Fund for Northern California and the Laborers' Training-Retraining/Apprenticeship Trust Fund for Northern California may be made on the basis of one hundred seventy (170) hours per month regardless of the hours worked by any such employee in a month.

Effective July 1, 2023 - Employer remittances of hourly contributions for all fringe benefits required under Section 28 shall be transmitted via an electronic employer portal to the Northern California Laborers Trust Funds. Exceptions shall be granted on a case-by-case basis to individual employers. The parties mutually acknowledge the intent is to move all employer fringe contribution payments from paper transmittals of monthly remittances to an electronic remittance format, in a timely effective and efficient process for all parties.

Any Individual Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Individual Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

### **Section 28B Delinquency Withdrawals**

In the event that the Board of Trustees of a fund into which the Individual Employers are required to pay, determine that an Individual Employer is delinquent in the making of any payments required by Section 28A hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such Individual Employer and such economic action shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of any Individual Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other Union, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Individual Employer and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been so withdrawn or refused to perform any work.

### **Section 28C Security For Individual Employer Payments Into Trust Funds**

Each Individual Employer delinquent by one (1) or more months in making the payments set forth in Section 28A above shall be notified by mail by the Administrator of the Trust or Trusts applicable of such delinquency. Copies of such notices shall be sent to the Employer and to the Union. Each such delinquent Individual Employer shall, within five (5) days of the receipt of such notice (by certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or

Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

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

If the bond must be used to make any payments under Section 28A, the money shall be prorated among the amounts owed by such Individual Employer, with the first priority to the Vacation-Holiday- Dues Supplement Trust Fund, and the balance dispersed equally to the Health & Welfare, Pension/Annuity and Training-Retraining/Apprenticeship Trusts.

Whenever an Individual Employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 8 of this Agreement.

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

Whenever any Employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the Employer or places where said Employer is performing work.

**Section 28D Supplemental Dues**

Effective July 1, 2013, for all work performed upon authorization as required by law, the amount of ninety-one cents (\$.91), or an amount as determined by the Union, per hour for each hour paid for or worked shall be transmitted from the Vacation-Holiday benefit of each Laborer and shall be remitted directly to the Union.

This amount shall not be deemed to be part of the Vacation-Holiday benefit but is an amount specifically agreed to as a Supplemental Dues benefit. The amount of the Supplemental Dues transmittal shall be specified on a statement sent to the Laborer. Such remittance shall be made to the Union not less than twice per year.

The Union shall bear all responsibility and liability for ensuring that any and all sums received as supplemental dues are supported by proper written authorization from the employee. The Union shall indemnify, defend and hold the Individual Employer harmless to the maximum extent permitted by law from any and all claims, liability and damages arising from contentions and/or findings that supplemental dues have been collected in an unauthorized or otherwise improper manner.

**Section 28E Wage and Fringe Benefit Increase**

June 27, 2022	\$2.00 * ** ****
June 26, 2023	\$2.50* **
July 1, 2024	\$2.60* **
June 30, 2025	\$2.65* **
June 29, 2026	\$2.65* ** ****

\* The parties agree that sufficient contributions will be made available from these increases to the Pension fund to support any rehabilitation/funding improvement schedule adopted by the bargaining parties. Additional money required for such rehabilitation/funding improvement schedule shall be reallocated from the existing wages and/or fringe benefits.

\*\* To be allocated among wages and fringe benefits at the discretion of the Union.

\*\*\* If an early extended Agreement is negotiated prior to June 29, 2026, Individual Employers who do not extend said Agreement shall be subject to an additional fifty cents (\$0.50) per hour increase, effective June 29, 2026, for a total increase of three dollars and fifteen cents (\$3.15). If an early extended Agreement is not negotiated prior to June 29, 2026, the total increase on June 29, 2026 shall be three dollars and fifteen cents (\$3.15).

\*\*\*\* Effective June 27, 2022, Individual Employers who have not signed on to this extended agreement will be subject to an additional \$.25 increase, allocated to Annuity.

There shall be an additional two dollars (\$2.00) per hour increase effective on 6/27/22, an additional two dollars and fifty cents (\$2.50) increase effective 6/26/23, an additional two dollars and sixty cents (\$2.60) increase effective 7/1/24, an additional two dollars and sixty-five cents (\$2.65) increase effective 6/30/25, and an additional two dollars and sixty-five cents (\$2.65) increase effective on 6/29/26 (subject to \$0.50 increase as stated above).

The Union may elect at its option upon ninety (90) days' notice to the Employer, prior to 6/27/22, 6/26/23, 7/1/24, 6/30/25, or 6/29/26, to allocate each increase to any or all of the following:

1. Wages
2. Health and Welfare
3. Pension/Annuity
4. Vacation-Holiday-Dues Supplement
5. Training-Retraining/Apprenticeship
6. Industry Stabilization Fund
7. Laborers-Employers Cooperation and Education Trust (L.E.C.E.T.)

provided, if any or all of the allocation is made to Fringe Benefits, such Fringe Benefits shall be effective on 6/27/22, 6/26/23, 7/1/24, 6/30/25, or 6/29/26 as applicable.

In the event the Laborers Health and Welfare Trust Fund falls below a six (6) month reserve level and/or when the Pension Plan is fully funded (100%) or for any other benefit funding adjustment, any wage or benefit reallocation shall be subject to mutual agreement by the parties at least ninety (90) days prior to the effective increase date.

## **Section 28F Laborers' Apprenticeship Program**

1. **TERM OF APPRENTICESHIP:** New applicants for union membership, who cannot demonstrate a minimum of 4,000 hours of experience as a Construction Craft Laborer shall enter the Laborers Apprenticeship Program (Apprenticeship Program). If an applicant is designated a journey-level Laborer by a referring Individual Employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such Employees shall be considered provisional journey-level Laborers and may retain that status so long as they are employed by the designating Individual Employer. Any provisional journey-level Laborer who is laid-off or otherwise discharged prior to working 4,000 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.
2. **RATIO:** Individual Employers shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. When four (4) journey-level Laborers are employed on a project for a particular Individual Employer, the next employee hired to perform Laborers' work must be an apprentice and this ratio will be continued for every four (4) additional Laborers being employed on the

Project. On projects with fewer than four (4) journey-level Laborers an Individual Employer may employ one (1) apprentice per project with at least one (1) journey-level Laborer.

3. The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.
4. All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The Individual Employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Individual Employer.
5. Entry into the Apprenticeship Program shall be controlled by the Laborers Joint Apprenticeship and Training Center (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journey-level Laborers after their employment with a referring Individual Employer is terminated.
6. An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Individual Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments. An apprentice shall not work on the jobsite unless supervised by a journey-level Laborer.
7. The Individual Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall not be penalized for taking time off from work to receive RSI as required by the Apprenticeship Program. The Laborers Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI requirements the apprentice must satisfy. The Program will assist the Individual Employer in meeting its apprentice ratio requirements.
8. An apprentice who fails to maintain his/her apprenticeship status shall not be eligible for employment as a journey-level Laborer unless he/she successfully completes the Apprenticeship Program after reinstatement by the JATC. Reinstatement is at the sole discretion of the JATC. If reinstatement is denied, an apprentice may reapply for entry into the Apprenticeship Program after waiting one (1) year from the date he/she was terminated from the Apprenticeship Program. The failure of any apprentice to maintain his/her apprenticeship status shall obligate the Individual Employer to discharge such person upon written notice from the Apprenticeship Program.

Apprentice wage and fringe benefit rates shall be:

<u>Hours of Credit</u>	<u>Wage Rate</u>	<u>Fringe Benefits</u>
1-1,000	65% of Journey Worker	Health & Welfare, Training, Vacation/Holiday/Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization
1,001-2,000	70% of Journey Worker	Full Benefits

2,001-3,000	80% of Journey Worker	Full Benefits
3,001-4,000	90% of Journey Worker	Full Benefits

Journey Worker rates are based on the Group 3 Laborer rate.

The Individual Employer may pay a higher rate at its option. However, the apprentice must meet his or her commitments to the JATC regardless of compensation.

**Section 29      General Saving Clause**

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement. The clauses hereof relating to "Hiring," Section 3A hereof, and "No Cessation of Work," Section 8 hereof, are intended to be inseparable and mutually interdependent. Should either of such sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect, and neither party shall by implication be bound thereby. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

**Section 30      Change of Name or Style**

This Agreement is binding upon each Individual Employer regardless of whether he/she or it changes the name or style or address of his/her or their business. Each Individual Employer shall give notice in writing to said District Council of any intent to change the name, style or address of his/her or 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.

Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

**Section 31      Warranty**

Each of the persons executing this Agreement on behalf of their respective Employers or Unions hereby warrants his/her authority to execute this Agreement and to bind the respective party on whose behalf he/she signs.

**Section 32      Effective and Termination Date**

This Agreement shall be effective as of the 1st day of July 2022, and remain in effect without reopening for any purpose until the 30th day of June 2027, and shall continue from year to year thereafter, unless either of the

Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof not more than ninety (90) and not less than sixty (60) days prior to June 30 of any succeeding year.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Individual Employers.

It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2027, or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

Should an impasse be reached during the course of future negotiations to amend and/or extend the present Agreement, or during the course of negotiations over a new agreement, either party may submit the items in dispute to the Dispute Settlement Board established in the NAEC-Basic Trades Joint Labor Management Committee Impasse Settlement Plan for resolution. The findings of the Dispute Settlement Board shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this 26<sup>th</sup> day of April, 2022.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF ENGINEERS  
CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA DISTRICT  
COUNCIL OF LABORERS OF THE  
LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA**

By: \_\_\_\_\_  
**Tim Conway, Agent**

By: \_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**SUPPLEMENT NO. 1 - LABORERS WAGE RATES**

**WAGE RATES:** In each group, two (2) different wage rates will apply for each classification.

**Wage Rate A** - will apply to the following six (6) counties:

Alameda, Contra Costa, Marin, San Francisco, San Mateo and Santa Clara.

**Wage Rate B** - will apply to the following forty (40) counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

Effective June 27, 2022, Laborer Foremen shall receive three dollars (\$3.00) per hour above the highest classification in this Agreement for working under his/her direction. Effective June 26, 2023, Laborer Foremen shall receive ten percent (10%) above the highest paid classification covered in this Agreement working under his/her direction. When there is a need for more than one foreman on a crew or shift, one of said foremen may be designated as a General Foreman and shall receive an hourly rate higher than that of the most highly paid Laborer Foreman on that crew or shift.

General Foreman – Whether an employee shall be designated General Foreman, the person who shall be so designated and the specific assignment for such person shall be within the sole and exclusive judgement of the Individual Employer and such determination to appoint a General Foreman, or not to do so, shall not be subject to the Grievance Procedure (Section 9) of this Agreement. General Foreman shall receive an hourly rate higher than the highest paid laborer foreman on the crew or shift.

A \$3.00/hour premium (shift differential) shall be added to the base rate of Wage Rate A and Wage Rate B for the second shift of two (2) shift operations and for special single shifts as defined in Section 20A.

Premiums (shift differential) are not applicable to three (3) shift operations.

A \$3.00/hour premium (zone pay) shall be added to the base rate of Wage Rate B for work performed outside the geographic area as defined in Supplement No. 6.

**CONSTRUCTION SPECIALIST - WAGE RATE**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.75	\$35.95	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.75	\$34.95	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF CONSTRUCTION SPECIALIST**

- Asphalt Ironers and Rakers
- Chainsaw
- Laser Beam in connection with Laborers' work
- Masonry and Plasterer Tender
- Cast in place manhole form setters
- Pressure pipelayers

Davis Trencher - 300 or similar type (and all small trenchers)  
 State Licensed Blaster as designated  
 Diamond Drillers, Core Boring (Circular Saw Cutting)  
 Multiple Unit Drills  
 High Scalers (including drilling of same)  
 Certified Welder  
 Certified Traffic Control Supervisor  
 Directional Boring Machine/Hydraulic Drills  
 Remote Controlled Breaker  
 Operator of Laser for grade checking for pipe  
 Water Truck Operator (2,000 gallons or less)  
 Mechanical Pipe Layer -- All types regardless of type or method of power

New or additional classification subject to 14A of this Agreement

**GROUP 1 - WAGE RATE**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.05	\$35.25	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.05	\$34.25	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF GROUP 1**

Air/Vapor Barrier Installation  
 Asphalt Roller/Compacter (Walk Behind)  
 Asphalt Saw/Cutting, including self-propelled  
 Asphalt Spreader Boxes (all types)  
 Barko, Wacker and Similar Type Tampers  
 Biohazard Cleanup Worker  
 Buggymobile  
 Caulkers, Banders, Pipewrappers, Conduit Layers, Plastic Pipe Layers  
 Certified Asbestos & Mold Removal Worker  
 Certified Hazardous Waste Worker (Including Lead Abatement)  
 Compactors of all types  
 Concrete and Magnesite Mixer and ½ yard  
 Concrete Pan Work  
 Concrete Sanders, Concrete Saw Cutting, including self-propelled  
 Cribbers and/or Shoring  
 Cut Granite Curb Setter  
 Dri pak-it Machine  
 Dry Utilities Laborers – Electrical and telecommunication conduit layer, joint utility trench Laborer including gas  
 Faller, Logloader and Bucker  
 Fire Cleanup Laborer  
 Form Raisers, Slip Forms  
 Green Cutters  
 Headerboard Men, Hubsetters, Aligners by any method  
 High Pressure Blow Pipe (1-1/2" or over, 100 lbs pressure/over)  
 Hydro Seeder & Similar Type  
 Jackhammer Operators  
 Jacking of Pipe over 12 inches  
 Jackson and Similar Type Compactors

Kettlemen, Potmen and men applying asphalt, Lay Kold, Creosote, Lime, caustic and similar type materials,  
 (applying means applying dipping or handling of such materials)  
 Lagging, Sheeting, Whaling, Bracing, Trenchjacking, Lagging hammer  
 Locator (in conjunction with directional boring machine used to locate head of drill)  
 Magnesite, Epoxy resin, Fiber Glass and Mastic Workers (wet/dry)  
 Mechanically Stabilized Earthen Wall Constructor and Installer  
 No joint pipe and stripping of same, including repair of voids  
 Pavement Breakers and Spaders, including tool grinder  
 Perma Curbs  
 Pipe Wrappers, Pipe Fusers  
 Pipelayers (including grade checking in connection with pipe-laying)  
 Plastic and Rigid Pipe Layers  
 Precast-manhole setters  
 Pressure Pipe Tester  
 Post Hole Diggers - Air, Gas and Electric Power Broom Sweepers  
 Power Tampers of all types, except as shown in Group 2  
 Ram Set Gun and Stud Gun  
 Riprap - Stonepaver and Rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and Gabions  
 and similar type  
 Rock Slicer, Rock Splitter  
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier  
 Roto and Ditch Witch  
 Rototiller  
 Sand Blasters, all types, Potmen, Gunmen and Nozzlemen  
 Self Propelled Brooms Under 65hp  
 Signaling and Rigging  
 Skidsteer/Stand-On Skidsteer  
 Tank Cleaners  
 Tree Climbers  
 Trenchless Technology Laborer – Pipe installation, bursting, relining, potholing or similar  
 Trenchless Laborer’s work, including truck and/or trailer mounted vacuum excavators (800 gallons or less)  
 Turbo Blaster  
 Vibra-Screed - Bull float in connection with Laborers' work  
 Vibrators  
 Water Meter Installer

**GROUP 1(a) - WAGE RATE**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.27	\$35.47	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.27	\$34.47	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF GROUP 1(a)**

Joy Drill Model TWM-2A  
 Gardener - Denver Model DH-143 and similar type drills. (In accordance with Memorandum of Understanding  
 between Laborers and Operating Engineers dated at Miami, Florida, February 3, 1954.)  
 Track Drillers  
 Jack Leg Drillers  
 Wagon Drillers  
 Mechanical Drillers -- All types regardless of type or method of power

Blasters and Powderman

All work of loading, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing

Tree Topper

Bit Grinder

**GROUP 1(b) - WAGE RATE**

Sewer Cleaners shall receive four dollars (\$4.00) per day above Group 1 wage rates. "Sewer Cleaner" means any workman who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive five dollars (\$5.00) per day above Group 1 wage rates.

**GROUP 1(c) WAGE RATE**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.10	\$35.30	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.10	\$34.30	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF GROUP 1(c)**

Burning and welding in connection with Laborers' work Synthetic thermoplastics and similar type welding.

**GROUP 1(d)**

Maintenance and Repair Trackmen and Road Beds and all employees performing work covered by this Agreement shall receive twenty-five cents (\$.25) per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

**GROUP 1(e) - WAGE RATE**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.60	\$35.80	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.60	\$34.80	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF GROUP 1(e)**

Work on and/or in Bell Hole Footings and Shafts thereof, and work on and in Deep Footings (Deep Footing is a hole fifteen (15) feet or more in depth). In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds fifteen (15) feet, the contractor agrees to pay the deep footing wage rate to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

All work in the construction of tunnels and shafts shall be performed in accordance with the provisions of the Laborers' Tunnel Master Agreement for Northern California and the Individual Employer agrees to comply with all of the provisions of said Tunnel Agreement in such work.

Shaft is an excavation over fifteen (15) feet deep of any type, generally vertical in nature, but may decline from the vertical, and whose depth is greater than its largest horizontal dimension. It is specifically understood that Bell Hole Footings and Deep Footings are subject to the provisions of this Agreement, and all Shafts, Stopes, Raises and Tunnels are subject to the provisions of the Tunnel Master Agreement specified herein.

**GROUP 1(g) - WAGE RATES FOR CONTRA COSTA COUNTY**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE</b>	\$34.25	\$35.45	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF GROUP 1(g)**

- Pipelayers (including grade checking in connection with pipelaying)
- Caulkers
- Banders
- Pipewrappers
- Conduit Layers
- Plastic Pipe Layer
- Pressure Pipe Tester
- No joint pipe and stripping of same, including repair of voids
- Precast Manhole setters, cast in place manhole form setters

**GROUP 1(h)**

Laborers working off or with or from Bos'n Chairs, Swinging Scaffolds, or Belts shall receive fifty cents (\$.50) per hour above the applicable wage rate. This premium rate shall be reckoned by the day and half day. This shall not apply to Laborers entitled to receive the wage rate set forth in Group 1(a).

**GROUP 2 - WAGE RATE**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$33.90	\$35.10	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.90	\$34.10	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF GROUP 2**

- Asphalt Shovelers
- Cement Dumpers and handling dry cement or gypsum
- Choke-setter and Rigger (clearing work)
- Concrete Bucket Dumper and Chuteman
- Concrete Chipping and Grinding
- Concrete Laborers (wet or dry)
- Drillers Helper, Chuck Tender, Nipper (One (1) Chuck Tender on single machine operation with minimum of one

(1) Chuck Tender for each two (2) machines on multiple machine operations. (Jackhammers are in no way involved in this item.)

- Guinea Chaser (Stakeman), Grout Crew
- High Pressure Nozzlemen, Adductors
- Hydraulic Monitor (over 100 lbs. pressure)
- Loading and unloading, carrying and handling of all rods and materials for use in reinforcing concrete construction
- Pittsburgh Chipper, and similar type brush shredders
- Sloper
- Single foot, hand held, pneumatic tamper
- All Pneumatic, Air, Gas and Electric Tools not listed in Groups 1 through 1(f)
- Jacking of Pipe - under 12 inches

**GROUP 3 - WAGE RATE**

**EFFECTIVE DATE**

	6/28/21	6/27/22	6/26/23	7/1/24	6/30/25	6/29/26
<b>RATE A</b>	\$33.80	\$35.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.80	\$34.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF GROUP 3**

- Construction Laborers, including Bridge Laborers, General Laborers and Cleanup Laborers
- Dumpman, Load Spotter
- Flagperson/Pedestrian Monitor
- Fire Watcher
- Fence Erectors, including temporary fencing
- Forklift
- Guardrail Erectors
- Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)
- Jetting
- Limbers, Brush Loaders and Pilers
- Pavement Markings (Button Setters/Stripers)
- Potholing (for utility location)
- Maintenance, Repair Trackmen and Road Beds
- Street Car and Railroad Construction Track Laborers (Rail Trackmen), including welding of rails
- Temporary Air and Water Lines, Victaulic or similar
- Temporary Lighting (self-contained job site work lighting only in connection with Laborers' work)
- Tool Room Attendant (job site only)
- Tree Removal
- Remediation/Land Restoration Laborer – Wetlands restoration, mitigation, or revegetation of lands (ornamental landscape is not included in this classification)
- Demolition Worker
- Pavers, Interlocking Pavers (all types) and Interlocking Paver Machines
- Erosion Control Worker
- Escort Driver (Construction Zone Traffic Control Pilot Car)
- Skip Loader (up to and including ½ Cubic Yard)
- Solar Panel Cleaner
- Solarvoltaic (Photovoltaic Assembler and Installer) Systems
- Wheelbarrow, including power driven

**GROUP 3(a) - WAGE RATE**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$33.80	\$35.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.80	\$34.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATION OF GROUP 3(a)**

Composite Crew Person - Shall apply only to the operation of vehicles, when operated in conjunction with Laborers duties.

**GROUP 4 - WAGE RATE**

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$27.49	\$28.69	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$26.49	\$27.69	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS OF GROUP 4**

All final cleanup work of debris, grounds and building near the completion of the project including but not limited to street cleaners. It is agreed that the Group 4 Classification is not applicable to engineering or heavy highway projects.

Cleaning & Washing Windows (subject to provisions of Section 20A)

Brick Cleaners (job site only)

Graffiti Abater (job site only)

Watchman (Subject to provisions of Section 20A)

Material Cleaners (job site only)

The classification "Material Cleaner" is to be utilized under the following conditions:

- A. At demolition sites for the salvage of the material.
- B. At the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C. The cleaning of salvage material at the Employer's job site or temporary job site yard.

The classification of "Material Cleaner" is not to be used to perform "form stripping cleaning and oiling and moving to the next point of erection."

**SUPPLEMENT NO. 2 - GUNITE, SHOTCRETE, PANELCRETE AND SIMILAR TYPE WORK  
INCLUDING ALL PLACING, FINISHING AND PATCHING OF SHOTCRETE OR GUNITE**

Hours and working conditions and wages shall be the same as in this Master Agreement except those expressly herein provided.

**CLASSIFICATIONS/RATES PER HOUR:**

Structural Nozzleman

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$35.01	\$36.21	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$34.01	\$35.21	\$2.50*	\$2.60*	\$2.65*	\$2.65*

Nozzleman, Gunman and  
Potman

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.51	\$35.71	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.51	\$34.71	\$2.50*	\$2.60*	\$2.65*	\$2.65*

Rodman

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.51	\$35.71	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.51	\$34.71	\$2.50*	\$2.60*	\$2.65*	\$2.65*

Groundman

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.51	\$35.71	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.51	\$34.71	\$2.50*	\$2.60*	\$2.65*	\$2.65*

Gunite Trainee\*\*

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$27.49	\$28.69	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$26.49	\$27.69	\$2.50*	\$2.60*	\$2.65*	\$2.65*

Wire Winding Machine Aligner

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.63	\$35.83	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.63	\$34.83	\$2.50*	\$2.60*	\$2.65*	\$2.65*

Wire Winding Machine Helper

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$33.65	\$34.85	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.65	\$33.85	\$2.50*	\$2.60*	\$2.65*	\$2.65*

Reboundman	6/28/21	6/27/22	6/26/23	7/1/24	6/30/25	6/29/26
<b>RATE A</b>	\$33.92	\$35.12	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.92	\$34.12	\$2.50*	\$2.60*	\$2.65*	\$2.65*
General Laborers	6/28/21	6/27/22	6/26/23	7/1/24	6/30/25	6/29/26
<b>RATE A</b>	\$33.80	\$35.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.80	\$34.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*
Gunite Foreman	6/28/21	6/27/22	6/26/23	7/1/24	6/30/25	6/29/26
<b>RATE A</b>	\$35.51	\$36.71	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$34.51	\$35.71	\$2.50*	\$2.60*	\$2.65*	\$2.65*

\*\*One trainee shall be allowed for each three (3) Journeymen on a crew. In the absence of the Journeyman, the trainee shall receive the Journeyman scale.

**Travel from Jurisdiction of One Area to Another Area:**

The Employer shall have the right to bring six (6) workers from one area into another area within the area covered by this Agreement. Such Employer shall notify the Local Union one day in advance of starting the job. Other workers will be obtained when available from the area where the work is to be performed.

**Travel, Driving and Out of Town Expense Allowance:**

On projects sixty (60) miles or more by the shortest and most direct regularly traveled route from the main office or permanently established area office of the individual employer, such employer shall provide each employee transportation either physically or by paying the cost of such transportation. If the employer chooses to pay the cost of such transportation the cost shall be determined at the rate of fifty (\$0.50) cents per mile for each mile in excess of sixty (60) miles. Additionally the employee will be compensated at rate of one-half (½) of his straight time wage rate both to and from the job less seventy-five (75) minutes each way.

Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the employer’s regularly established shop or yard to a jobsite shall be compensated at a rate of twenty dollars (\$20.00) per hour. Any employee who is a passenger in and not directly responsible for the control of a company vehicle is deemed to be in the vehicle voluntarily and is not subject to compensation other than discussed above. Employees assigned company vehicles will not be compensated for travel to and from the project to their homes unless it is in excess of sixty (60) miles from the regularly established shop or yard.

Travel & Driving time is not subject to Section 28 (Fringe Benefits).

Employees required to stay out of town will be compensated at the rate of seventy dollars (\$70.00) per day for each night the employee is at the project location. If an employee arrives on a project on Monday and returns to his home on Friday he/she would be compensated for four (4) night’s subsistence. At the employer’s option on continuing projects the employee may be paid subsistence through the weekend or pay the travel to and from the project for every weekend that the employee return to such project. If the employer pays for the lodging the employee will be compensated at the rate of thirty dollars (\$30.00) per day for food and other out of town expenses.

**SUPPLEMENT NO. 3 - WRECKING WORK**

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

**CLASSIFICATIONS/RATES PER HOUR:**

**Skilled Wrecker**

**Group No. 1**

(Removing and salvaging of sash, windows, doors, plumbing and electric fixtures.)

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$34.05	\$35.25	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$33.05	\$34.25	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**Semi Skilled Wrecker**

**Group No. 2**

(Salvaging of other building materials)

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$33.90	\$35.10	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.90	\$34.10	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**SUPPLEMENT NO. 4 - GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS**

Hours and working conditions and wages shall be the same as in this Master Agreement, except those expressly herein provided.

**CLASSIFICATION/RATES PER HOUR:**

Gardeners, Horticultural and Landscape Laborers  
(New Construction)

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$33.80	\$35.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.80	\$34.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*

Service Landscape Laborers  
(Establishment Warranty Period)

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$27.49	\$28.69	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$26.49	\$27.69	\$2.50*	\$2.60*	\$2.65*	\$2.65*

The overtime rates provided in paragraph 5 of Section 20A shall apply only to service landscape laborers (establishment warranty period) for work in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one (1) day.

Service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

**ENTRY LEVEL LANDSCAPE LABORER**

A new classification, Entry Level Landscape Laborer, is based on an eighteen (18) month training program, as follows:

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>						
1st 6 mos. @ 70%	\$23.66	\$24.50	\$2.50*	\$2.60*	\$2.65*	\$2.65*
2nd 6 mos. @ 80%	\$27.04	\$28.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*
3rd 6 mos. @ 90%	\$30.42	\$31.50	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>						
1st 6 mos. @ 70%	\$22.96	\$23.80	\$2.50*	\$2.60*	\$2.65*	\$2.65*
2nd 6 mos. @ 80%	\$26.24	\$27.20	\$2.50*	\$2.60*	\$2.65*	\$2.65*
3rd 6 mos. @ 90%	\$29.52	\$30.60	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**(The above rates are wages only. Fringe Benefits are the same as in Section 28A of the Laborers' Master Agreement.)**

Prior to employment, the Employer must submit in writing any request for employees from the Local Union; and, all employees must be referred by the Local Union in the area of work.

The ratio of Entry Level Landscape Laborers shall be: One (1) in three (3), with the understanding that each Individual Contractor utilizing this Classification must employ at least one (1) Second Period Entry Level Landscape Laborer in the Second Period of the Agreement and at least one (1) Third Period Entry Level Landscape

Laborer in the Third Period of the Agreement before being eligible to employ another First Period Entry Level Landscape Laborer.

**SUPPLEMENT NO. 5 - REFINERY WORK**

All Laborers' work in refineries, including, but not limited to, General Laborers' work, firewatch, hole watch, bottle watch, safety attendant, fire blanket, weather protection, distribution of all drinking water, storm drains, sanitary sewer pipes, demolition, emergency spill cleanup, flagging and traffic control, erosion control and silt fence, pipe laying, concrete work, cleanup and janitorial cleanup, manholes, and catch fence.

Hiring, hours and working conditions, fringe benefits, and wages shall be the same as in the Master Labor Agreement, except those expressly herein provided.

Overtime / Section 20A(4) (Weekends & Holidays) of the Master Labor Agreement shall be modified as follows:

One and one-half (1-1/2x) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make up day) and before a shift begins and after it ends. Double (2x) the regular straight time hourly rate shall be paid for all work on Sundays, holidays and for work in excess of twelve (12) hours in any given work day under this Supplement No. 5 for refinery work.

Recognized Jurisdiction – In addition to Section 1A(3) of the Master Labor Agreement the classifications contained in this Supplement No. 5 will not apply to all certified managers, supervisors, medical coordinators, safety auditors, or other high-level safety professionals (i.e. those that provide safety consulting, program development, supervision, or management of safety programs or personnel, operate safety equipment, and data tracking systems, risk management related services, etc.) and office clerical employees.

**EFFECTIVE DATE**

	<b>6/28/21</b>	<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/29/26</b>
<b>RATE A</b>	\$33.80	\$35.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*
<b>RATE B</b>	\$32.80	\$34.00	\$2.50*	\$2.60*	\$2.65*	\$2.65*

**CLASSIFICATIONS (Group 3 Rates)**

- Bottle Watcher
- Demolition Worker
- Drinking Water Attendant
- Erosion Control/ Silt Fence Worker
- Fire Blanket
- Fire Watcher
- Flagperson
- General Tool Room Attendant
- Hole Watcher
- No joint pipe and stripping of same, including repair of voids
- Safety Attendant (Craft)
- Weather Protection Attendant

## SUPPLEMENT NO. 6 - ZONE PAY

Zone pay at three dollars (\$3.00) per hour will be added to the base rate for work performed outside the Free Zone described by the following boundaries along Township and Range lines.

### MAP DESCRIPTION FOR AREA FREE ZONE.

The following is a description based upon township and Area free zones for all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E,
5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,
17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,
25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,
34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,
38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
39. Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,

42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California/Oregon State Border,
64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,
86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean, and,
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,

95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean, excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount Diablo Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N, Range 11E.

**Zone Pay and map changes shall apply for work bid after June 26, 2006.**

**All areas other than free zones shall be subject to the payment of Zone Pay.**

The Individual Employer shall not be required to pay Zone Pay to employees employed by an Individual Employer in a permanent yard or shop or plant and employees employed by an Individual Employer on residential construction projects (not camps); subdivisions; buildings of three (3) stories or less including utilities and site work related to these buildings; streets, roadways and utilities which are a part of a residential construction project.

**Zone pay shall not be applicable within the city limits of the following cities or towns:**

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabella, Tuolumne, Twain Harte, Woodlake or Yreka.

Zone Pay shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects.

No Zone Pay shall be paid on a job located within the right of way of a road or highway forming part of the boundary of the Zone Pay area.

If a road or highway forming part of the boundary of a Zone Pay Area is relocated, such relocated road or highway upon being officially opened shall form a part of the boundary of the Zone Pay Area in place of the old road.

When the work is to be performed in the Zone Pay Area, each employee employed to perform work covered by this

Agreement shall receive the Zone Pay specified herein.

When the work to be performed is in the Free Zone, such employees shall not be entitled to receive Zone Pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the Zone Pay Area, he/she shall be entitled to be paid appropriate Zone Pay for all hours worked.

**SUPPLEMENT NO. 7 - SUPPLEMENT TO THE MASTER AGREEMENT REGARDING LABORERS  
WORK FOR THE CONCRETE SAWING, DRILLING, CORING AND BREAKING INDUSTRY**

**CLASSIFICATIONS/WAGE RATES PER HOUR:**

**Construction Specialists:**

Chainsaw, Concrete Diamond Chainsaw,  
Diamond Drillers, Diamond Core Drillers,  
Multiple Unit Drills, High Scaler,  
Hydraulic Drills

**RATE A**

**RATE B**

**Group 1:**

Barko, Wacker and Similar Type Tampers,  
Concrete Sanders, Concrete Saw,  
Green Cutters, Jackhammer Operators,  
Pavement Breakers and Spaders,  
Power Tampers of all Types (except as  
Shown in Group 2), Rotary Scarifier or  
Multiple Head, Concrete Chipping Scarifier,  
Roto and Ditch Witch

**RATE A**

**RATE B**

**Group 1(a):**

Joy Drill, Gardener, Track Drillers,  
Jack Leg Drillers, Wagon Drillers,  
Mechanical Drillers, Mechanical Pipe Layer,  
Blasters and Powderman, Tree Topper,  
Bit Grinder

**RATE A**

**RATE B**

**Group 1 (c)**

Burning and Welding in Connection with  
Laborer's Work

**RATE A**

**RATE B**

**Group 1(e)**

Bell Footings and Shafts,  
Deep Footings (Hole fifteen (15)  
feet or more in depth)

**RATE A**

**RATE B**

**CLASSIFICATIONS/WAGE RATES PER HOUR: (cont.)**

**Group 1(f):**

Aligner-  
**RATE A**  
**RATE B**

Helper-  
**RATE A**  
**RATE B**

**Group 1(g):**  
Contra Costa County  
**RATE**

**Group 2:**

Concrete Chipping and Grinding,  
Drillers Helper, Chuck Tender, Nipper  
**RATE A**  
**RATE B**

**Group 3:**

Construction Laborers, including Bridge  
Laborers and General Laborers, Flagperson  
**RATE A**  
**RATE B**

**Group 4:**

All final cleanup work, Cleaning & Washing Windows,  
Brick Cleaners, Watchman,  
Material Cleaners  
**RATE A**  
**RATE B**

**TRAVEL & DRIVING TIME**

TRAVEL RATES PER HOUR:

**EFFECTIVE DATE**

<b>6/27/22</b>	<b>6/26/23</b>	<b>7/1/24</b>	<b>6/30/25</b>	<b>6/28/26</b>
\$20.41	\$20.66	\$20.91	\$21.16	\$ *21.41

1. Time and one-half the travel rate shall be paid on travel during work time after the employee has worked a total of forty (40) hours work in a week or eight (8) hours work in a day on prevailing wage projects. Any employee operating or responsible for the control of a company vehicle being used to transport personnel, equipment and/or supplies from the Individual Employer's regularly established shop or yard to a jobsite shall be compensated at the travel rate. No employee shall suffer a reduction in rate as a result of this agreement.

2. The employee's working time starts at the jobsite, yard or shop where he or she is required to report for work or begin driving a vehicle. Those who, as a matter of convenience, travel as passengers in company provided transportation shall not be paid travel time to the first site of employment or from the last site of employment during the workday. Employees assigned company vehicles that are provided primarily for the employee's convenience will be paid a driving stipend based on the travel rate for travel time spent driving in excess of sixty (60) miles to and from the first and last project in a workday where the project is located in excess of sixty (60) miles from the regularly established shop or yard.
  
3. Travel & Driving time is not subject to Section 28 (Fringe Benefits) in the Agreement except as set forth herein. However, an Individual Employer shall be required to contribute one hundred ten (110) hours to the Health & Welfare Trust Fund on behalf of an employee in any month where the employee's travel time work hours and non-travel work hours equal or exceed one hundred ten (110) hours for the month and the employee's non-travel time work hours are less than one hundred ten (110) hours. The Individual Employer will designate on the Trust Fund report form those hours which represent travel time work hours. (Example: Employee works ninety [90] non-travel time hours and twenty-five [25] travel time work hours in January. The Individual Employer will remit one hundred ten [110] hours of contributions to the Health & Welfare Trust Fund.) When an employee's non-travel time work hours for an Individual Employer in a given calendar year are not sufficient to earn a year of pension service credits, an Individual Employer will be required to contribute the additional hours an employee would need to earn a year of pension service credit where the employee's travel time and non-travel work hours would equal or exceed the number of hours necessary to earn a year of pension service credit. (Example: One thousand [1,000] hours are needed for a year of service credits. Employee works nine hundred [900] non-travel time hours and one hundred twenty-five [125] travel time hours in calendar year 2013. Individual Employer reports an additional one hundred (100) hours to the Pension Trust Fund for the month of December 2013 to enable an employee to earn a year of service credits.)

**SCHEDULE "A"****DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS**

<u>Local</u>	<u>City</u>	<u>Street Address</u>	<u>Phone Number</u>	<u>Dispatch Hours</u>
67*	Oakland	8301 Edgewater Drive, #201	510-569-4761	7:00-9:00 a.m.
67*	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00 a.m.
73	Stockton	3984 Cherokee Road	209-466-3356	6:30-9:00 a.m.
166	Oakland	8400 Enterprise Way, Rm 109	510-568-0141	7:00-9:00 a.m.
185	Sacramento	1320 National Drive	916-928-8300	6:30-9:00 a.m.
185	Redding	2210 Twin View Blvd.	530-221-0961	6:30-9:00 a.m.
261	San Francisco	3271 18th Street	415-826-4550	6:30-9:00 a.m.
261	San Mateo	300 – 7th Ave.	650-344-7168	6:30-9:00 a.m.
261	San Rafael	4174 Redwood Highway	415-492-0936	6:30-9:00 a.m.
270	San Jose	509 Emory St.	408-297-2620	6:00-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831-475-7058	6:00-9:00 a.m.
270	Salinas	117 Pajaro St.	831-422-7077	7:00-9:00 a.m.
294	Fresno	5431 East Hedges Ave.	559-255-3019	6:30-9:00 a.m.
294	Visalia	319 N. Church St.	559-734-9426	6:30-9:00 a.m.
304	Hayward	29475 Mission Blvd.	510-581-9600	6:00-9:00 a.m.
304	Oakland	425 Roland Way	510-562-2661	6:00-9:00 a.m.
304	Livermore	2063 Research Drive.	925-455-8292	6:00-9:00 a.m.
324	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00 a.m.
324	Antioch	1005 Fitzuren Road	925-522-0006	6:30-9:00 a.m.
324	Fairfield	4727 Mangels Blvd.	707-643-7214	6:30-9:00 a.m.
324	Richmond	101 S. 12th St.	510-234-1069	6:30-9:00 a.m.
886	Oakland	8400 Enterprise Way, Rm 110	510-632-0161	N/A
1130	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00 a.m.

\*Asbestos

**Northern California District Council of Laborers**  
**Union Plaza**  
**4780 Chabot Drive, Suite 200**  
**Pleasanton, CA 94588**  
**Telephone 925-469-6800**  
**Facsimile 925-469-6900**  
**Office Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday**

**SIDE LETTER**

**2022 – 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**PAID SICK LEAVE WAIVER**

The collective bargaining parties agree that, to the fullest extent permitted by law, the NAEC-NCDCL Master Labor Agreement shall operate to waive any provisions of the Healthy Workplaces, healthy Families Act of 2014 (AB 1522), effective January 1, 2015, and shall supersede and be considered to have fulfilled all requirements of the Act as presently written and/or amended during the life of this Agreement.

The bargaining parties also expressly agree, to the fullest extent permitted by law, to waive any paid sick leave provisions of the following local paid sick leave ordinances: San Francisco (Administrative Code Section 12W), Oakland (Municipal Code Chapter 13.100), Emeryville (Municipal Code Title 5, Chapter 37), Berkeley (Municipal Code Chapter 13.100). In addition, to the fullest extent permitted by law, this waiver shall apply to any other Federal, State, City, County or other local ordinance requiring mandatory Paid Sick Leave that may be adopted during the term of this agreement.

In addition, if any Federal, State, City, County or other local ordinance requiring mandatory compensated time off other than Paid Sick Leave is enacted during the term of this Agreement, they the Union and the Employer agree to meet and confer within thirty (30) business days.

All disputes concerning the validity of the waivers are subject to Section 9 Grievance Procedure.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

**Date:** \_\_\_\_\_

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**SIDE LETTER**

**2022 - 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**SAN FRANCISCO PAID PARENTAL LEAVE ORDINANCE WAIVER**

The collective bargaining parties agree, that to the fullest extent permitted by law, the NAEC- NCDCL Master Labor Agreement shall operate to waive any provision of the San Francisco Paid Parental Leave Ordinance, San Francisco Police Code Article 33H (Sections 3300H, through 3300H.14), effective May 21, 2016 and operative January 1, 2017, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

Specifically, in accordance with the provisions of Section 3300H.9 (Waiver through Collective Bargaining) of the San Francisco Paid Parental Leave Ordinance, the collective bargaining parties hereby expressly waive the Paid Parental Leave Ordinance requirements in clear and unambiguous terms.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring similar paid parental leave by the employer that may be adopted during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

**Date:** \_\_\_\_\_

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**SIDE LETTER**

**2022 – 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**STATUTORY CLAIMS**

It is hereby agreed by and between NAEC and its respective members, (Employer) and the Northern California District Council of Laborers, affiliated with the Laborers’ International Union of North America (Union), as follows:

This Side Letter supplements and expands on the provision in Section 9 (Grievance Procedure) of the Master Agreement requiring that all claims arising under the Federal Fair Labor Standards Act, the California Labor Code or Wage Order 16 be processed through the grievance and arbitration procedure and not in a court of law or administrative proceeding. The time limit for pursuing claims for missed meal periods and rest periods shall be the time limit in the Grievance procedure, which is consistent and permitted by Labor Code Section 512(c) and Wage Order 16, Section 11(E). For all other statutory claims governed by this provision, the time limit for asserting such claims shall be six months, which the parties have chosen based on the statute of limitations for filing unfair labor charges under the National Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

**Date:** \_\_\_\_\_

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**SIDE LETTER**

**2022 – 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**SAN JOSE OPPORTUNITY TO WORK ORDINANCE WAIVER**

The collective bargaining parties agree, that to the fullest extent permitted by law, the NAEC- NCDCL Master Labor Agreement shall operate to waive any provision of the San Jose Opportunity to Work Ordinance, effective March 13, 2017, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

Specifically, in accordance with the provisions of Section 4.101.110 (Collective Bargaining Under Federal Law) of the San Jose Opportunity to Work Ordinance, the collective bargaining parties hereby expressly waive the Opportunity to Work Ordinance requirements in clear and unambiguous terms.

In addition, this waiver shall apply to any other city, county or other local ordinance containing like requirements as those found in the San Jose Opportunity to Work Ordinance that may be adopted during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

**Date:** \_\_\_\_\_

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**2022 – 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**BERKELEY FAMILY FRIENDLY & ENVIRONMENT FRIENDLY WORKPLACE ORDINANCE  
WAIVER**

The collective bargaining parties agree, that to the fullest extent permitted by law, the NAEC- NCDCL Master Labor Agreement shall operate to waive any provision of the Berkeley Family Friendly & Environment Friendly Workplace Ordinance (Berkeley Municipal Code, Chapter 13.101), , effective March 16, 2017, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and/or amended during the life of this Agreement.

Specifically, in accordance with the provisions of Section 13.101.110 (Waiver through Collective Bargaining) of the Ordinance, the collective bargaining parties hereby expressly waive the Family Friendly & Environment Friendly Workplace Ordinance requirements in clear and unambiguous terms.

In addition, this waiver shall apply to any other city, county or other local ordinance containing like requirements as those found in the Berkeley Family Friendly & Environment Friendly Workplace Ordinance that may be adopted during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

**Date:** \_\_\_\_\_

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**SIDE LETTER**

**2022 - 2027NAEC-LABORERS MASTER LABOR AGREEMENT**

**SAN FRANCISCO FAMILY FRIENDLY WORKPLACE ORDINANCE**

It is hereby agreed by and between NAEC and its respective members, (Employer) and the Northern California District Council of Laborers, affiliated with the Laborers’ International Union of North America (Union), as follows:

In accordance with the provisions of Section 12Z.12 (Waiver through Collective Bargaining) of the San Francisco Family Friendly Workplace Ordinance, the undersigned collective bargaining parties hereby expressly waive the Family Friendly Workplace Ordinance requirements in clear and unambiguous terms, effective January 1, 2014.

In addition, this waiver shall apply to any other city, county or local ordinance requiring caregiver leave that may be adopted during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

**Date:** \_\_\_\_\_

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**SIDE LETTER**

**2022 – 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**PREVAILING WAGE PROTECTION**

The bargaining parties agree that should either the Federal or State Department of Labor or Department of Industrial relations change the method by which Prevailing Wage Determinations are made during the term of this agreement, the parties agree to meet and confer within thirty (30) business days to try to develop an alternative application of the terms of this agreement for the bidding of Public Works Projects.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SIDE LETTER**

**2022 – 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**GOVERNMENT ORDINANCE WAIVERS DURING THE TERM OF THIS AGREEMENT**

In the event that any local, state or federal entity passes legislation with a collective bargaining waiver provision during the term of this Agreement which may result in negative impact to the Union or Management, the Union and Management agree on a case-by-case basis to meet and confer to obtain necessary waivers within thirty (30) calendar days of a request from either party.

In the event the legislation precludes exclusion for parties covered by valid Collective Bargaining Agreements, the parties agree to the full extent permitted, prior to the effective date, to enter into bargaining for the purposes of addressing the specific legislation.

If the statute, ordinance, or regulation does not require adherence during the term of this Agreement and is stayed until the next contract cycle, then this provision shall not apply unless mutually agreed to by the parties. No party shall unreasonably withhold the granting of such waiver.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

**Date:** \_\_\_\_\_

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**SIDE LETTER**

**2022 – 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**SECOND SHIFT STARTING TIME ON PRIVATE WORK**

It is hereby agreed by and between NAEC and its respective members, (Employer) and the Northern California District Council of Laborers, affiliated with the laborers' International Union of North America (Union), as follows:

For private work, on two-shift operations, the starting time for the shift may be within three (3) hours prior to the end of the first shift or within three (3) hours after the end of the first shift.

The Individual Employer shall notify the Union prior to implementing the provisions of this Side Letter.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SIDE LETTER**

**2022 – 2027 NAEC-LABORERS MASTER LABOR AGREEMENT**

**SHIFT DIFFERENTIAL ON PRIVATE WORK & BUILDING PROJECTS**

It is hereby agreed by and between NAEC and the Northern California District Council of Laborers of the Laborers' International Union Of North America, AFL-CIO (NCDCL) that the shift differential premiums for special single shifts in Section 20(A) of the NAEC/Laborers Master Agreement do not apply for private work projects and building projects (same conditions as CEA/Laborers Master Agreement).

Shifts differential will continue to apply for two-shift operations.

IN WITNESS WHEREOF, the parties hereto execute this Letter of Understanding by their respective officers authorized to do so this 21<sup>st</sup> day of December 2017.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LETTER OF UNDERSTANDING**

It is hereby agreed by and between the Northern Alliance of Engineering Contractors and the Northern California District Council of Laborers of the Laborers' International Union of North America, AFL-CIO that it is essential to enhance productivity in the field of private construction work. It is therefore agreed by the parties that on all private work covered by the terms and conditions of the Laborers Master Agreement the Individual Employer may establish a composite crew consisting of Laborers and other craft employees in such proportion as are respective of the type of work to be performed. These composite crew members will not be restricted as to the duties they will perform while working on the assigned work. The determination of crew size, number of crews and foreman for the composite crew will be solely the responsibility of the Individual Employer. This understanding shall not be construed to mean that any craft has relinquished in any way its traditional, historic craft jurisdiction, nor shall this understanding be used as a basis for establishing craft jurisdictional claims by any Union or work assignments by the Individual Employer; provided that if the Individual Employer abuses or misuses the terms of this letter, the Union may deny its use to an Individual Employer. The Individual Employer may appeal this decision through Section 9 (Grievance Procedure).

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SIDE LETTER**

**SUBCONTRACTING**

Subcontracting – (wood fencing, wood retaining walls, landscaping, erosion control, remediation/land restoration, striping and trenchless technology work). Should the Individual Employer solicit union subcontractor bids with reasonable notice in writing by FAX, the following provision is applicable. When there are no union subcontractor bids, the non-union subcontractor may be used without restriction. The Individual Employer shall be responsible to set up a meeting between the non-union subcontractor and the Union upon request.

The Union will be notified in writing by the Individual Employer by FAX prior to implementation of this provision.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**SIDE LETTER**

**STAGGERED STARTS**

The Individual Employer may, at its discretion, stagger individual employee's starting times at the employee's regular rate of pay within the established starting times of this Agreement.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**SAN FRANCISCO PAID SICK LEAVE ORDINANCE**

It is hereby agreed by and between the Northern Alliance of Engineering Contractors and its respective members, (“Employer”) and the Northern Californian District Council of Laborers, affiliated with the Laborers’ International Union of North America (“Union”) as follows:

In accordance with the provisions of Section 12W.9 (Collective Bargaining Agreement Exemption) of the San Francisco Paid Sick Leave Ordinance, the undersigned collective bargaining parties hereby expressly waive the Paid Sick Leave Ordinance requirement in clear and unambiguous terms.

In addition, this waiver shall apply to any other city, county or other local ordinance requiring mandatory paid sick leave that may be adopted during the term of this Agreement.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**SECTION 11 (SUBCONTRACTORS)**

It is hereby agreed by and between the Northern Alliance of Engineering Contractors (“Employer”) and the Northern California District Council of Laborers, affiliated with the Laborers’ International Union of North America (“Union”) that an Individual Employer will have satisfied the requirements of Section 11 (Subcontractors) if the subcontractor is bound by and complies with the terms and conditions of the Laborers Master Builders Agreement, Laborers Master Agreement, or an appropriate agreement negotiated specific to that type of work by the Northern District Council of Laborers.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LETTER OF UNDERSTANDING**

**LABORERS' MASTER LABOR AGREEMENT 2022-2027**

The Northern Alliance of Engineering Contractors, its signatory members, and the Northern California District Council of Laborers recognize the necessity of assuring the competitive position of Individual Employers within the construction industry. In order to preserve work opportunities for employees and Individual Employers in the construction industry, the Northern California District Council of Laborers is empowered to grant more favorable terms and conditions to an Individual Employer than are provided for in the Laborers' Master Agreement and Addendum, on a project by project basis, when such Individual Employer can clearly demonstrate a competitive need for such modifications.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

\_\_\_\_\_  
**Timothy J. Conway, Agent**

\_\_\_\_\_  
**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING**

### **RE: PRIVATE WORK**

#### **I. Recognition-Scope**

This Memorandum of Understanding is entered into by the Employer, the Northern Alliance of Engineering Contractors for and on behalf of itself and its Individual Employers and the Union, the Northern California District Council of Laborers, for itself and on behalf of its affiliated Local Unions, effective July 1, 2012 and is available only to Individual Employers which are and remain signatory to the applicable current Master Laborers Agreement for Northern California (2012-2015), and any extensions and modifications thereof and successors thereto. Any Individual Employers rescinding its membership in an Association signatory to the Laborers' Master Agreement immediately nullifies and loses eligibility to participate in this Memorandum of Understanding.

#### **II. Geographic Jurisdiction**

This Memorandum of Understanding shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

#### **III. Scope of Agreement**

This Memorandum of Understanding will apply only to private work where the total value of the project is ten million dollars (\$10,000,000) or less in the geographic areas set forth above. In order to qualify for the terms of this Memorandum of Understanding, the signatory Individual Employer must notify the Union in writing of its intention to utilize this agreement, the identity of the project, its owner, its funding sources, and the total dollar value of the project. The Individual Employer must provide the Union with the documentation necessary to establish that the project meets the requirements set forth, supra.

This Memorandum of Understanding shall apply to all scopes of work set forth in the Laborers Master Agreement.

#### **IV. Term of the Agreement**

The Memorandum of Understanding shall be coextensive with the Laborers Master Agreement 2012-2015; its term and conditions shall lapse and expire on June 30, 2015 and shall revert to the terms of the Laborers Master Agreement unless both parties expressly and in writing to extend the terms of this Memorandum of Understanding. Moreover, this Memorandum of Understanding shall immediately be null and void for any Individual Employer or Association which terminates or abrogates its Laborers' Master Agreement with the Union. Either party may cancel this Memorandum of Understanding on the anniversary of its expiration upon thirty (30) days' written notice.

V. Manning and Hiring

For projects qualifying under the terms of this Memorandum of Understanding, the Individual Employer shall be permitted to employ one (1) apprentice for each journeyman hired up to a maximum of three (3) apprentices for three (3) journeymen. Thereafter, the ratio shall be three (3) journeymen for each apprentice.

VI. Compensation

Upon application of the Individual Employer, as specified in III, supra, the District Council may in its discretion grant the Individual Employer some or all of the following:

- i. All journeymen Laborers working under this memorandum shall be classified and compensated as Group 3 Laborers; however, there shall be not shift premiums.
- ii. Fringe benefits shall be as set forth in the Laborers' Master Agreement with the exception of annuity, vacation pay, and Industry Stabilization;
- iii. The District Council may grant relief in the form of reduced wages by a maximum of thirty percent (30%) of the rates set forth in the Laborers' Master Agreement.
- iv. Relief from the requirements of Section 11 of the Laborers' Master Agreement at the discretion of the District Council in consideration of the given project for which such relief is requested.

VII. Access to Information

The Individual Employer will provide the Union with all the facts upon which it relies for seeking relief under this Memorandum of Understanding, including documentation.

**FOR THE EMPLOYER:**

**NORTHERN ALLIANCE OF  
ENGINEERING CONTRACTORS**

**FOR THE UNION:**

**NORTHERN CALIFORNIA  
DISTRICT COUNCIL OF  
LABORERS OF THE  
INTERNATIONAL  
UNION OF NORTH AMERICA,  
AFL-CIO**

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**Timothy J. Conway, Agent**

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**Oscar De La Torre, Business Manager**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_