



# **Project Manual**

**Unger Construction Co.**

**910 X Street**

**Sacramento, CA 95818**

**[www.ungerconstruction.com](http://www.ungerconstruction.com)**

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TAB 1 – Billing Procedures

## **TAB 1 – BILLING PROCEDURES USING PROCORE**

### **1. PROGRESS PAYMENT REQUESTS**

**1.1 Form.** Subcontractor will submit billings within Procore. Your company billing contact will receive instructions regarding this process. For assistance, please email [subbills@ungerconstruction.com](mailto:subbills@ungerconstruction.com).

**1.2 Timing.** Subcontractor will submit monthly payment requests per Subcontract Section 7.1. Invoices can only be submitted during the billing window per the Procore invitation to bill.

**1.3 Estimate Through Month's End.** Subcontractor may estimate the amounts through the end of the billing cycle and the estimated amount will be reconciled in the next monthly billing cycle.

**1.4 Evidence of Insurance on File.** Payments will not be made to Subcontractor unless properly executed insurance certificate, and payment and performance bonds (if applicable) have been submitted and are in effect. When required, OCIP requirements and labor compliance reporting must be current.

**1.5 Collective Bargaining Compliance on File.** Subcontractors and tier-subcontractors subject to a collective bargaining agreements, must provide the information required by Article 2 below. Payment will not be made to Subcontractor until this information has been submitted.

**1.6 Supporting Documentation.** Include the supporting documentation listed in Article 2 below.

**1.7 Evidence of Percentage of Completion.** Subcontractor will include sufficient documentation supporting the percentage of completion of each portion of the Work identified on the payment request, including, without limitation, receipts, purchase orders, contracts, time reports, and other documentation reasonably required by the Unger to permit evaluation of labor, materials, equipment, bonding (if required), and overhead.

**1.8 Evidence of Subcontract Change Order Work.** Subcontractor will include documentation to permit evaluation of labor, materials, equipment, and bonding used in performance of Subcontract Change Order Work, including, without limitation, an itemized accounting for the Work performed based on daily time tickets executed by Unger's superintendent, material and equipment invoices, and other supporting data substantiating the amount of the Subcontract Change Order. All time and material costs will be broken down by labor, materials, equipment, bonding (if required), and overhead and profit.

**1.9 Lien Releases for Progress Payment Requests.** The subcontractor progress lien release is generated as part of the Procore invoice submission process.



## **TAB 1 – BILLING PROCEDURES USING PROCORE**

**1.10 Lien Releases for Final Payment Requests.** The subcontractor final lien release is generated as part of the Procore invoice submission process.

**1.11 Evidence of Stored Materials.** Payment of stored materials will be considered on an individual basis and is subject to Owner's approval. Payment for materials not stored at the jobsite will be considered if request is accompanied by (a) specific description of the product; (b) invoice or bill of sale; (c) evidence of insurance and bonding, for materials totaling \$100,000 and above; (d) physical address or map to location where materials are stored; (e) evidence that all such stored materials are segregated and individually stamped identifying them as property of the Owner; and (f) photographs of stored material. Unger Construction Company may choose to inspect the stored materials as a payment review step.

**1.12 Certified Payroll Records on Private Projects.** If Subcontractor is subject to a trade union agreement, Subcontractor will submit the payroll records and certification required by Article 1 of TAB 1C of the PM with its progress payment requests. That Article requires, among other things, compliance with Labor Code Sections 218.7 (f) (1) and (2). Additionally, before commencing work, Subcontractor must submit the estimate of journeymen and apprentice hours required by Article 1 of TAB 1C of the PM.

**1.13 Certified Payroll Records on Public Works Projects.** If identified in the Business Terms Sheet as a prevailing wage Project, Subcontractor will submit the records comply with Article 2 of TAB 1C of the PM. That Article requires, among other things, submission of certified payroll records to comply with Labor Code sections 1720 et seq. and 1770 et seq. regarding certified payroll records and may require monthly reports to comply with "skilled and trained workforce" requirements.

## **2. FINAL PAYMENT REQUESTS**

**2.1 Retention.** Release of retention is subject to the terms of Section 7.5 of the Subcontract regarding Final Payment, the conditions on release set forth in the Business Terms Sheet, and early release or reduction may require approval by the Owner.

**2.2 Supporting Documentation.** Include the supporting documentation listed in Article 1 found above, in addition to the following:

**2.2.1 Completed Operations Insurance.** Provide evidence that completed operations insurance will remain in force after Final Payment and will not be canceled or allowed to expire for 3 years without prior written notice to Unger.

**2.2.2 Consent of Surety.** Unger may require written consent from Subcontractor's surety before making Final Payment.

Tab 1A – W-9 Form



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Tab 1B – Prevailing Wage Information

## TAB 1B – PREVAILING WAGE INFORMATION

### 1. CERTIFIED PAYROLL ON PRIVATE PROJECTS REQUIRED BY COLLECTIVE BARGAINING AGREEMENTS

**1.1 Compliance with Labor Code Sections 218.7 (f) (1) and (2)** If Subcontractor is subject to a trade union agreement, Subcontractor will comply with this Article 1 and will comply with Labor Code Sections 218.7 (f) (1) and (2).

1.1.1 Pursuant to Labor Code section 218.7(f)(1), Subcontractor and each of its tier-subcontractors will maintain weekly certified payroll records showing the following information for all field labor and non-salaried employees:

- (a) Project name;
- (b) Name and legal address of employer and the contractor for whom it is in direct privity of contract;
- (c) Name of employee and last four digits of social security number;
- (d) Employee's work classification;
- (e) Straight time and overtime hours paid each day and week;
- (f) Total number of hours worked by employee and the applicable labor rate.
- (g) Gross wages earned, deductions, and net wages.
- (h) Dates of the period for which the employee is paid.

1.1.2 Subcontractor will submit a certification that Subcontractor and each tier-subcontractor have made all required fringe benefit contributions. Subcontractor and its tier-subcontractors will certify under penalty of perjury that records maintained and submitted by Subcontractor and its tier-subcontractors are true and accurate.

1.1.3 The payroll records required by Section 1.1.1 will be certified as required by Section 1.1.2 and submitted to Unger by Subcontractor on a monthly basis with its request for payment or at other times that may be designated by Unger. Subcontractor is responsible for compiling all tier-subcontractor certified payroll records as part of its monthly payment application submission.

1.1.4 All payroll records must be maintained for a period of 3 years after Final Completion of the Project.

**1.2 Failure to Comply.** If Subcontractor is delinquent in the payment or payments to the appropriate health and welfare, pension, vacation and apprenticeship fund or funds, regardless of the job in connection with which the delinquency occurred, Unger will have the right to first deduct the full amount of the delinquency from payments to be made to Subcontractor under this Subcontract. Unger will also have the right to pay the amounts so deducted directly over to the appropriate fund or funds.

**1.3 Skilled Workforce Estimate.** Before commencement of the Work, Subcontractor must provide, and will require each of its tier-subcontractors to provide the



## TAB 1B – PREVAILING WAGE INFORMATION

following information to Unger. Subcontractor is responsible for compiling this information from each of its tier-subcontractors.

1.3.1 The name and address of each subcontractor and the contractor for whom it is in direct privity of contract.

1.3.2 The anticipated start date and duration for its portion of the Work.

1.3.3 An estimate of the number of journeymen and apprentice hours.

1.3.4 Contact information.

### 2. PREVAILING WAGE RATES FOR PUBLIC WORKS PROJECTS

**2.1 Applicability of this Article.** If identified in the Business Terms Sheet as a prevailing wage Project, this Project is subject to California State prevailing wages and Subcontractor will comply with any applicable California prevailing wage laws and the requirements of this Article 2.

**2.2 Submissions Required.** The submissions required by this Article 2 include, but may not be limited to, the following:

2.2.1 Subcontractor will comply with Labor Code section 1776, and Subcontractor and each of its tier-subcontractors will keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

2.2.2 Each payroll record required by Section 2.2.1 must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(a) The information contained in the payroll record is true and correct.

(b) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any Work performed by his or her employees on the public works project.

2.2.3 Subcontractor will submit the certified payroll records required by Section 2.2.1 and 2.2.2 to Unger on a weekly basis. Records will be provided no later than five (5) days following the last day each workweek. Certified Payroll and all compliance documentation must be entered into LCP Tracker.

2.2.4 Certain types of public works projects will require Subcontractor to comply with “skilled and trained workforce” requirements (see, e.g., Public Contract Code section 2600). Subcontractor will comply with such requirements if applicable, and will submit monthly reports

## TAB 1B – PREVAILING WAGE INFORMATION

to Unger including identifying the workers employed in an apprenticeable occupation during the reporting period; the skilled journeypersons employed in an apprenticeable occupation during the reporting period; and the graduates from an approved apprentice program employed in an apprenticeable occupation during the reporting period.

2.2.5 Subcontractor, prior to receiving final payment for the Work, will submit an affidavit under penalty of perjury stating that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees for the proper craft needed to fulfill the obligations of the Subcontract. (See Labor Code § 1775(b)(4).)

**2.3 Prevailing Wage Laws.** Subcontractor acknowledges and agrees that it has performed its own investigation as to the applicability of California prevailing wage laws including Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"). Subcontractor agrees that the labor rates established in Exhibit 2 include, and the Subcontract Price will include, full compensation for all labor in compliance with California Labor Code and that no additional compensation will be owed to Subcontractor in the event that Subcontractor is required to pay higher wages or incur additional costs that Subcontractor contends it did not anticipate.

2.3.1 Subcontractor is aware of the Prevailing Wage Laws, which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and because the total compensation is \$1,000 or more, Subcontractor agrees to fully comply with the Prevailing Wage Laws. Subcontractor will obtain a copy of the prevailing rates of per diem wages at the commencement of the Work from the Department of Industrial Relations located at <https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>. Subcontractor will make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform Work on the Project available to interested parties upon request, and will post copies at the Subcontractor's principal place of business and at the Project site.

2.3.2 Subcontractor will pay all workers not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed.

2.3.3 Subcontractor will pay all workers not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code.

2.3.4 Subcontractor will post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

2.3.5 Subcontractor will adhere to the compliance measures outlined in Labor Code section 1775(b) for any tier-subcontractor that Subcontractor chooses to use on the Project.

## **TAB 1B – PREVAILING WAGE INFORMATION**

2.3.6 Subcontractor will comply with the applicable requirements and joint apprenticeship standards required by Labor Code section 1777.5.

2.3.7 Subcontractor will comply with Labor Code section 1725.5 if applicable, which requires that contractors and subcontractors who bid, are listed in a bid proposal, or work on a public works project register and pay an annual fee to the Department of Industrial Relations, (DIR). The registration program became effective on July 1, 2014. Effective March 1, 2015 no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR. Effective April 1, 2015 no contractor or subcontractor may work on a public works project unless registered with the DIR (except for construction projects of \$25,000 or less or maintenance work of \$15,000 or less). The registration period runs from July 1st and is valid through the end of June annually. DIR maintains an up to date listing of registered contractors.

2.3.8 Subcontractor will maintain its DIR registration in good standing, and ensure that its tier-subcontractors maintain their DIR registrations in good standing, during the course of the Work. (See Labor Code § 1771.1.)

2.3.9 If applicable to Subcontractor or anyone working under it, under Labor Code section 1775, Subcontractor will forfeit as a penalty to the Owner not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any Work performed by Subcontractor, or by any consultant under Subcontractor, in violation of the provisions of the Labor Code. The difference between the stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, will be paid to each worker by the Subcontractor.

2.3.10 If applicable to Subcontractor or anyone working under it, Subcontractor will, as a penalty to the Owner, forfeit \$25 for each worker employed in the execution of the Work for each calendar day that the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Section 1813. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of the Labor Code, the work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, will be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

2.3.11 Subcontractor is aware that, pursuant to Labor Code 1813, the Owner is required to notify all violations of this provision to the Division of Labor Standards Enforcement.

**2.4 Indemnification.** The Subcontractor agrees to indemnify and hold harmless Owner and Unger for any violations of the above-referenced Labor Code provisions, which were caused by the Subcontractor's failure to comply with the said provisions.

TAB 2 - Safety, Health, and Environmental Subcontractor Required Safety Information

## **TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

### **Subcontractor Safety Requirements**

Since our inception, safety has been part of Unger's fundamental culture. We started as a family business. With respect to safety, Unger treats employees and Subcontractors as part of its extended family. Safety at Unger isn't about money, insurance savings, or mandatory requirements set forth by governmental agencies. To us, safety is about people and making sure at the end of the day they go home in good health to their family and friends. Unger is a team oriented, learning centered organization that promotes safety excellence through awareness, empowerment and participation at all levels.

Safety excellence at Unger is defined by our planning and executing work with a passion for preventing injuries. Additionally, safety excellence includes: looking out for each other's safety, stopping and correcting unsafe acts or unsafe conditions on the spot, coaching and developing less safety savvy individuals.

Our safety excellence goal is not limited to our corporate boundaries. Unger willingly partners with Subcontractors, trade organizations and local universities to improve safety in the construction industry. Employees and Subcontractors understand that the expectation is to eliminate injuries, not to hide them. Hiding injuries provides the illusion of safety excellence. We want Unger and our Subcontractors to achieve safety excellence. In order to achieve safety excellence, you need total commitment from the top down, the bottom up and both ways from the middle of our organization. In fact, Unger believes the truest measure of safety excellence is when peer to peer observations correct unsafe work behaviors and unsafe conditions without the need for management intervention.

The intention of our safety program is fact finding, not fault finding. Freely identifying our shortcomings, celebrating our successes and putting proper measures in place help make measureable progress in Unger's safety excellence journey. We have not fully achieved safety excellence, and in fact we might never be able to achieve it, but it is our goal and we are continuously making improvements. The safety of our people and our reputation are worth it.

### **1. General Expectations**

Subcontractors must develop and maintain safety, health and environmental programs and procedures that meet or exceed Federal, State, and Local laws, regulations and standards. Subcontractor will also comply with any Owner and/or Unger site specific requirements.

Subcontractors will make Unger immediately aware of any unique safety, health, or environmental concerns related to its Work and make timely efforts to notify other affected contractors working on site and protect the public from hazards.

Subcontractors will be responsible for costs related to fines and citations issued by regulating agencies and others caused by or related to Subcontractor's Work.

## **TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

### **2. Pre-Mobilization Meeting**

Prior to onsite mobilization, all subcontractors are required to develop and submit Unger's Pre-Mobilization Checklist. Pre-Mobilization Checklist available in the Project Manual, TAB 2A.

The checklist must be completed and submitted to Superintendent during the pre-mobilization meeting. The Subcontractor's foreman or team lead that will be performing the Work must attend the pre-mobilization meeting. Subcontractors will incorporate their respective work and the work of their respective tier-subcontractors' portion of the work. Each tier-subcontractor is expected to fill out a checklist. Crews will be allowed to start Work until the checklist has been reviewed and approved by Unger.

**\*\*Failure to submit the required checklist and accompanying data may result in the withholding of progress payments due to the Subcontractor and/or may delay the start of Work by Subcontractor.\*\***

### **3. Staffing Requirements and Expectations**

Subcontractor will provide an adequate number of first aid trained people to respond to emergency events. Unger will be notified of any changes in First Aid/CPR staffing during performance of the Work on the Project. Subcontractors will provide Unger with a site-specific emergency plan identifying CPR/First Aid staff, First Aid equipment, and the nearest medical clinic or hospital on the pre-mobilization form.

### **4. Orientation**

Subcontractor's employees must attend a site specific safety orientation. Unger conducts a site specific orientation for all subcontractors, vendors and support personnel prior to granting access to the jobsite. This orientation communicates the Owner's expectations as well as Unger's expectations. The safety orientation is conducted by supervisory personnel in a face-to-face format to ensure that each worker fully understands site safety expectations. The orientation typically lasts about 45 minutes.

### **5. Safety Meetings**

Subcontractor's superintendent and/or foreman must be present at all Unger scheduled safety/coordination meetings and it is Subcontractor's superintendent's or foreman's responsibility to relay the information to other members of Subcontractor's crew. Each subcontractor must also conduct its own safety meetings as required by law. In addition, Subcontractor's personnel will attend Unger's weekly toolbox training meetings and coordination meetings if directed by the Unger's Superintendent. Subcontractors are to provide Unger's Superintendent with a copy of Subcontractor's safety meeting reports.

## **TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

Performance expectations are managed via 10–15 minute daily “all hands” safety coordination huddles comprised of all subcontractors on the jobsite. Unger believes the huddles build better team harmony, improve communications and productivity across trades, which leads to better safety performance overall.

### **6. Alcohol and Drug Free Project**

The use of drugs and alcohol are strictly prohibited at the Project site. Unger reserves the right to require drug testing of Subcontractor’s employees before commencement of the Work onsite and after accidents unless otherwise prohibited by law or by collective bargaining agreement.

### **7. Insurance and Accident Report**

All subcontractors are required to immediately notify Unger's Superintendent any accident or injury to Subcontractor's employees, tier-subcontractors, or suppliers, and will furnish Unger with a written report of the accident as well as copies of all accident reports not later than 24 hours following an accident. Written reports and/or accident reports must include information about any injury to Subcontractor's employees and/or accidents involving other people or property damage caused by Subcontractor's actions. Subcontractor employees, including site supervision, the designated safety person, the subcontractor's safety manager, and the employee's involved in the incident, will be required to meet with the Unger's Superintendent immediately following an incident to discuss the root cause and the corrective measures to be taken to ensure that the incident does not reoccur. Subcontractors should have post-incident drug testing procedures.

In the event of media involvement, Subcontractors will cooperate with Unger and follow Unger's and Owner's direction in their crisis management efforts.

### **8. Safety Data Sheets (SDS).**

Subcontractor will submit all SDS required by law before delivery of any hazardous materials or substances to the site. The SDS must contain all information required by Title 29 Code of Federal Regulations, Part 1910, as amended. All hazardous compounds must be clearly labeled as to content, with appropriate warnings noted, and name and address of the manufacturer listed. Subcontractor's employees using these compounds must be trained in protective handling and potential hazards before any hazardous compounds or materials included in the Work or that arrive on site. Subcontractor will inform Unger in writing of any precautionary measures to be taken to protect employees.

### **9. Signage and Barriers.**

Subcontractor will erect and maintain reasonable safeguards for safety and protection, including installing barricades and barriers, posting danger signs and other warnings against hazards, and promulgating safety regulations.



## **TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

### **10. Project Safety Inspections and Audits**

Subcontractors will conduct daily safety inspections of the Work areas and will cooperate with any regulatory agency consultation or compliance inspections including any inspections or audits performed by an insurance agency or consultant. Written safety audits or inspections must be done at least weekly and documented by Subcontractor. Documentation of safety audits must be available upon request to Unger. Subcontractor's will report any hazards found at the Project to Unger's Superintendent whether related to Subcontractor's Work or other work, and must immediately correct any Subcontractor unsafe conditions.

Subcontractors will be notified of any violations of safety regulations and safe practices while working on site. Failure to correct conditions within 24 hours places the offending Subcontractor in violation of its Subcontract. This may result in progress payments being withheld until the conditions noted are corrected and could result in termination of Subcontract. If the hazard is serious, Unger will stop Subcontractor's Work activities until the hazard is corrected at the Subcontractor's expense. Any employee who refuses to comply with or has been repeatedly observed violating safety regulations will be removed from the Project site.

### **11. Enforcement / Disciplinary Procedures**

Workers who do not comply with safe practices or who are in violation with the Project safety procedures are subject to the following disciplinary steps:

- a. Verbal warning
- b. Written warning
- c. Suspension from the site for a period of not less than 3 business days
- d. Worker asked to leave site permanently

If any employee demonstrates a willful or repeated violation of the safe policies and practices or the employee's action willfully disregarded his or her safety or the safety of any workers, the offending worker will be asked to leave the site without a verbal or written warning. It is the Subcontractor's responsibility to replace any worker removed from the Project site with another comparable worker and without delay in Project Schedule.

### **12. JHA and Pre-Task Planning**

All subcontractors are required to furnish to Unger a Job Hazard Analysis (JHA), safe work plan or pre-task plan prior to commencement of work on site. Subcontractor's JHA must cover general and specific Work activities, and all related hazards, and actions to be taken to eliminate the hazards. Subcontractor must submit the JHA to Unger for approval before commencement of the Work on-site. Subcontractor will go over the JHA with its on-site workers as part of Subcontractor's training. During performance of the Work,



## **TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

Subcontractors may be required to submit additional JHAs to Unger for Work activities or related hazards not covered by the original JHA . Subcontractor will perform and document pre-task planning to identify any hazards related to its Work. The JHA must be available at the Project site for inspection by Unger at any time.

### **13. Proof of Training**

A number of tasks have formal training requirements or certifications required by regulatory agencies. For example powered industrial equipment (forklifts, boomlifts, scissorlifts) heat illness prevention, powder actuated tools, scaffold and fall protection to name a few. Before Subcontractor can start Work at the Project site, proof of training must be submitted to the Unger's superintendent for all employees that will be working on the jobsite. Failure to provide proof of training is not justification for a delay in the Project Schedule.

### **14. Dress Code**

All Subcontractors' employees must be dressed in appropriate clothing when entering the jobsite including long pants, work boots, and shirts with sleeves.

### **15. Music Players**

The use of portable audio, video players “open air” and personal music systems such as; iPods, MP3, CD players, cell phones, headsets, earphones and related equipment that may interfere with verbal instructions, audible alarms, emergency warnings, or construction sounds, are strictly prohibited.

### **16. Personal Protective Equipment**

Safety glasses, hard hats and work boots are required 100% of the time while working within the designated construction area. High visibility top colors (vest, shirt, jacket) are required when powered industrial equipment such as scissors lifts, forklifts, boom lifts, backhoes, concrete trucks, concrete pumps, delivery trucks, cranes, or earth moving equipment. In other words, most construction sites will require a high visibility top color. Other safety equipment such as gloves or safety goggles may be required depending on the activity. Subcontractors are responsible for providing necessary PPE for their employees and all tier-subcontractor employees.

### **17. Silica Dust**

The following is a list of requirements for subcontractors that work with materials that contain silica.

- a. Silica Dust Hazard Communication – Health hazards associated with respirable silica, Subcontractor's to provide specific tasks that could result in exposure, specific measures implemented to protect subcontractor employees, purpose and description of medical surveillance.

## **TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

- 1) Proof that all Subcontractor employees that work with – or – around materials that contain silica have been given silica dust specific hazard communication/training.
- b. Silica Dust Site Specific Silica Dust Exposure Control Plan for all tasks that expose Subcontractor's workers to respirable silica dust.
  - 1) Subcontractors written policy – safe work practices
  - 2) Subcontractors Training – policies/procedures, safe work plans
  - 3) Competent person – capable of identifying silica hazards, has the authority to correct hazards, frequent/regular inspections
  - 4) Medical surveillance – for employees that wear a respiratory 30 or more times per year
  - 5) Housekeeping
  - 6) Record Keeping
- c. Silica Dust safe Work Plan
  - 1) 1926.1153 Table 1
  - 2) Air monitoring data (below the action level, above the action level but below the permissible exposure level, above the permissible exposure level)
  - 3) Engineering controls (local exhaust ventilation, wet methods, containment/isolation to protect those working nearby)
- d. Administrative controls (barriers to prevent unauthorized workers from entering the area, worker rotation, scheduling/time limits)
  - 1) Personal protective equipment (respirators)
- e. Respiratory Protection
  - 1) Annual Medical Evaluation
  - 2) Annual fit testing
  - 3) Respiratory training (usage, limitations, maintenance, storage)

### **18. Stop Work Cards**

Unger expects excellence in its safety programs, the quality of materials/workmanship and its business practices. Every employee and Subcontractor must adhere to the highest quality standards as well as Unger's safety policies. Unger's senior management team empowers each and every Subcontractor and employee to stop unsafe acts, to correct conditions that appear to be unsafe, and to stop poor quality or substandard workmanship.

Employees and Subcontractors can promptly stop any activity that violates Unger's quality expectations, safety policies or business practices by presenting a stop work card. When a stop work card is presented, work must stop immediately. Work cannot restart until a better, safer way of performing the work can be developed or it is determined that the current practice is appropriate.

If something does not:

## **TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

- a. Look right
- b. Sound right
- c. Seem right
- d. Feel right
- e. Smell right

Present the stop work card. Discuss the situation. A copy of the card can be obtained by asking Unger's superintendent. A physical copy of the card is not needed in order to stop the work and discuss the situation.

### **19. COVID 19 Procedures and Reporting Requirements**

- a. COVID 19 regulations (OSHA) and Best Practices (CDC, Local Government, Public Health) change frequently and are not uniform for all of our project locations. Each Unger Construction project has a Site Specific COVID Safety Plan that includes roles responsibilities for everyone working on that project. Each project will be updated as necessary.
- b. The Unger Construction Project Superintendent is designated as the default project site specific COVID-19 Safety Compliance Officer, unless otherwise directed by Unger in the site specific plan.
- c. Everyone is required to wear a face mask covering their nose and mouth.
- d. Unger Construction will prescreen individuals entering the site daily to ensure the safety of all. Jobsite screening by Unger Construction and subcontractors shall be conducted and recorded prior to workers beginning work within the designated project site. The following questions are typical, some sites may vary:
  - 1) Are you experiencing symptoms of COVID 19 (cough, fever, chills, shortness of breath, difficulty breathing, chills, muscle pain, headache, sore throat, recent loss of taste or smell, loss of appetite, diarrhea)?
  - 2) Are you taking any over the counter or prescription medications to reduce or control fever?
  - 3) Have you been in close contact with anyone who has been diagnosed with COVID 19?
  - 4) Have you been in close contact with anyone who is experiencing symptoms of COVID 19?
  - 5) If a worker answers 'yes' to any of the above questions, access to the site will be denied. The worker will be told to leave the jobsite immediately, contact their supervisor and self-quarantine. The supervisor of the ill worker shall follow the site specific protocol for reporting an ill worker.
- e. Workers must notify their supervisors immediately if they begin feeling ill during the day or if someone in their household is sick. If there is a suspected or confirmed case of COVID-19 involving a worker(s) that was on the jobsite:

**TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL  
SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

- 1) If a worker is symptomatic with a fever and other symptoms prior to confirmation of COVID-19, this could be considered an exposure to other workers and they must be sent home.
  - 2) Should any workers develop a fever and other symptoms they should be referred for medical care.
  - 3) When Unger Construction is made aware of a worker that tests positive for COVID-19 by a medical provider, Unger Construction will notify the Project Owner's Representative.
  - 4) If exposure has occurred the company for which the ill worker is employed shall clean and disinfect commonly touched surfaced in the work area. In some instances Unger Construction may quarantine the impacted work are for 72-hours.
- f. Social distancing, specifically separation of 6 feet, will be implemented where practical. This practice is difficult to achieve and will require coordination and patience between workers.
- 1) Workers should maintain social distancing (arm's length between workers) to the best of their ability. Speak with your supervisor if you are not able to safely perform your job function while maintaining social distancing.
  - 2) If a worker is not able to comply with 6' of separation they must notify Unger Construction so the project team can engage in scheduling and re-sequencing the project to allow these distances between all trades.
  - 3) Distancing guidelines will be discussed each day as part of daily huddles and pre-task plan sessions.
  - 4) Foremen & leads should be especially observant to social distancing and make adjustments as needed.
  - 5) Lunch/breaks shall be conducted in a manner and location that will enable proper social distancing.
  - 6) With respect to elevators workers shall maintain 6 foot spacing which will dramatically affect the capacity of the elevator. This means that materials and tools will be transported by the elevator, workers will take the stairs.
  - 7) Meetings shall be conducted in a manner and location that will enable proper social distancing. Generally speaking all gatherings and meetings (i.e. breaks, stretch & flex, plan reviews, safety meetings, PTP, etc.) must be limited to groups of 10 or less and with a distance of 6' minimum.
- g. Break and eating areas will be cleaned and disinfected after use, including shared surfaces or scheduled in a manner that allows these guidelines to be followed:
- 1) Minimum 6' distancing applies to lines for food trucks.
  - 2) Food served or on display must be wrapped to protect from contamination.
  - 3) Food trucks will not allow the use of shared condiments and will comply with all applicable health codes.

## **TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

- 4) Unger Construction has the discretion to discontinue the use of food trucks, if necessary.
- 5) The use of communal water jugs and ice will be discontinued.
- h. All subcontractors should consider modifying means and methods to mitigate germ transmission via tools (chop saws, skill saws, etc.) Examples of mitigation include:
  - 1) Single person assigned to a chop saw or workstations that they clean and disinfect prior to use.
  - 2) Assign individual tool and work areas per the Site Specific COVID-19 Safety Plan.

### **20. Site Cleaning and Disinfecting Requirements**

- a. Unger Construction will be implementing cleaning/disinfecting protocols. Cleaning is the removal of dirt, impurities, and some germs. Cleaning does not kill germs it decreases their number reducing the risk of spreading infection. Disinfection is killing germs on the surface. Disinfection does not necessarily clean dirty surfaces.
- b. Due to the limited availability of disinfection products common household cleaning products (all-purpose cleaners similar to Pine sol, 409, Windex, Simple Green etc.) will be utilized when they are available. As a default position cleaning/disinfection shall be performed with detergent/soap and water.
- c. Follow the manufacturer's instructions for all cleaning and disinfection products. Labels will contain instructions for safe precautions you should take when applying the product (such as wearing gloves and making sure you have good ventilation) and effective use of the product (concentration, application method and contact time).
- d. Cleaning/disinfecting products are not designed for all surfaces or materials. Follow the manufacturer's recommendations. For example, soft (porous) surfaces such as upholstery, carpeted floor and rugs, should be cleaned/disinfected with methods that are appropriate these surfaces.
- e. Products and personal protective equipment used for cleaning/disinfecting shall be provided by the company that is responsible for their scope of work.
  - 1) Paper products used for cleaning/disinfecting shall be bagged, sealed and discarded into jobsite trash cans after use.
  - 2) Cloth products used for cleaning/disinfecting shall be bagged, sealed and stored after use. Bags should not be reopened until they reach the laundry facility.
  - 3) Single use gloves shall be discarded as paper products listed above. Multiple use gloves shall be cleaned after use and stored per the manufacturer's instructions.
- f. Unger Construction will clean and disinfect their following items regularly (at least twice per shift, for example ~10 AM and ~ 2 PM).

**TAB 2 – SAFETY, HEALTH, AND ENVIRONMENTAL  
SUBCONTRACTOR REQUIRED SAFETY INFORMATION**

- 1) Common areas such as conference rooms (tables, chairs, doors, light switches), copy/fax machines, microwaves, coffee machines, lunch/break areas, handrails, doors, elevators and restroom doors.
  - 2) Toolboxes, tools, transportation carts, battery charging stations, and communication radios used by workers of Unger Construction.
  - 3) Heavy Equipment (Forklifts, Scissor Lifts, Boom Lifts, etc.) Prior to and after use, wipe down controls, seats, handrails or other frequently touched surfaces.
  - 4) Areas, tools and materials where a sick Unger Construction worker previously worked.
- g. Subcontractors and their subcontractors/suppliers are to clean and disinfect the following items used by their workers regularly (at least twice per shift, for example ~10 AM and ~ 2 PM).
- 1) Toolboxes, tools, transportation carts, battery charging stations, and communication radios.
  - 2) Workstations (desks, chairs, tables), plan tables, lunch/break areas.
  - 3) Heavy Equipment (Forklifts, Scissor Lifts, Boom Lifts, etc.) Prior to and after use, wipe down controls, seats, handrails or other frequently touched surfaces.
  - 4) Areas, tools and materials where a sick worker previously worked.
  - 5) Workers that perform cleaning/disinfection functions shall wash their hands directly after completing this task.

Tab 2A – Pre-Mobilization Checklist



# Pre Mobilization Checklist

This checklist is a tool to help identify, based upon your scope of work, the job specific tasks, hazards and controls. The purpose is to ensure your plans properly align with CAL OSHA and Unger Construction's requirements.

The checklist is shall be filled out before crews are sent to the jobsite. Subcontractors shall incorporate their work and the work of all their lower tier subcontractors. Each individual lower tier subcontractor is expected to fill out a checklist. Filling out the checklist helps Unger's Project Management and Unger's EHS team ensure the subcontractor is taking into account expected hazards and controls based upon the scope of work. When the checklist has been reviewed and approved by Unger Construction crews will be allowed to start work.

Subcontractor Company Name:			
Project Title:			
Expected Start Date:			
Subcontractor Superintendent:			
Phone No:		Email:	
<b>Please give a detailed description of the Scope of Work to include all subcontractors (describe the means, methods and approach for completing the project):</b>			
Unger PM Approval		Phone:	
Unger Safety Approval		Phone:	



# Pre Mobilization Checklist

Checklist: The checklist has been provided to assist in the planning and implementation of your activities. The checklist should be completed and submitted to Unger's Project Manager before mobilization to the project site. Failure to submit the required checklist and accompanying data may result in the withholding of progress payments due to the subcontractor or may delay the start of work by the subcontractor.

Prior to onsite mobilization: All subcontractors (and their second tier subcontractors) are required to develop and submit a safe work plan (some organizations call them job hazard analysis others call them pre-task plans) to be reviewed for their scope of work. The safe work plan must be reviewed and approved by Unger Construction before crews can mobilize to the site. If this process is unfamiliar Unger Construction will assist with developing a safe work plan.

Proof of training and or certification needs to be submitted to the Unger Project Manager for all employees that will be working on the jobsite, before the subcontractors can start work. For example powered industrial equipment, heat stress, powder actuated tools, scaffold, and fall protection to name a few.

Pre-Task Planning: All subcontractors are required to furnish to Unger Construction a Job Hazard Analysis (JHA), safe work plan or Pretask plan prior to commencement of work on site. The JHA shall cover general and specific work activities, all related hazards, and actions to be taken to eliminate the hazards. The JHA shall be submitted to Unger Construction and approved prior to commencement of work. The subcontractor shall go over the JHA with all workers on site as part of their training. Subcontractors may be required to submit additional JHAs by Unger Construction not covered by the original JHA during the course of work. Subcontractor shall perform and document pre-task planning to identify any hazards related to their work. The JHA shall be available for inspection by Unger Construction at any time.

Setting the Safety Culture at the Jobsite: Unger Construction conducts a site specific orientation for all subcontractors, vendors and support personnel prior to granting access to the job site. This orientation communicates the property owner's expectations as well as Unger Construction's expectations. This orientation is conducted by supervisory personnel in a face-to-face format to ensure each worker fully understands the expectations, this orientation typically last ~45 minutes. During their jobsite safety orientation, subcontractors are made aware of our "Stop Work Card" program. The focus of the Stop Work Card is on changing behavior, not punishment. The primary purpose of the Stop Work Card is to allow people to freely stop unsafe activities from proceeding or happening at all. The secondary purpose is to eliminate undesirable behavior and to correct unsafe conditions. Anyone can present our Stop Work Card, anytime there is a safety concern. When a Stop Work Card is presented work must stop immediately. Work cannot restart until a better, safer way of performing the work can be developed or it is determined that the current practice is appropriate.

Responsibility: Subcontractors shall make Unger Construction immediately aware of any unique safety, health, or environmental concerns related to their work and make timely efforts to notify other affected contractors working on site and protect the public from hazards.

Dress Code/Music Players: All Subcontractors' employees shall be dressed in appropriate clothing when entering the jobsite, including long pants, work boots, shirts with sleeves. Whenever powered industrial vehicles such as scissor lifts, forklifts, aerial boom lifts or earth moving equipment are onsite the workers top or outermost layer must be a high visibility color. A high visibility top color garment could be a vest, jacket, sweatshirt, or tee shirt. Music players (radio, iPod, MP3) are not allowed.

Personal Protective Equipment (PPE):

Safety glasses, hard hats and work boots are required 100% of the time while working within the designated construction area. High visibility top colors (vest, shirt, jacket) are required when powered industrial equipment such as scissors lifts, forklifts, boom lifts, backhoes, concrete trucks, concrete pumps, delivery trucks, cranes, or earth moving equipment. In other words on most construction sites will require a high visibility top color.

# Pre Mobilization Checklist

<b>1. Will your work require additional PPE?</b>		NA <input type="checkbox"/>
<b>Eyes</b>		
Full Face shield		YES <input type="checkbox"/> NO <input type="checkbox"/>
Wire Screen		YES <input type="checkbox"/> NO <input type="checkbox"/>
Plastic		YES <input type="checkbox"/> NO <input type="checkbox"/>
Welding Helmet		YES <input type="checkbox"/> NO <input type="checkbox"/>
Goggles		YES <input type="checkbox"/> NO <input type="checkbox"/>
Chemical		YES <input type="checkbox"/> NO <input type="checkbox"/>
Welding/Blazing		YES <input type="checkbox"/> NO <input type="checkbox"/>
Eye Wash Station		YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Hands</b>		
Cut Resistant Gloves		YES <input type="checkbox"/> NO <input type="checkbox"/>
Chemical Resistant Gloves		YES <input type="checkbox"/> NO <input type="checkbox"/>
Thermal Gloves		YES <input type="checkbox"/> NO <input type="checkbox"/>
Electrical		YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Ears</b>		
<i>Sound level survey data from similar or substantially similar tasks must be supplied to Unger Construction</i>		
Foam Inserts		YES <input type="checkbox"/> NO <input type="checkbox"/>
Ear Muffs		YES <input type="checkbox"/> NO <input type="checkbox"/>
Foam Inserts and Ear Muffs		YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Fall Protection</b>		
<i>Active fall protection requires proof of training/certification as well as a written site specific fall protection plan which must include rescue plans for a fallen worker</i>		
Active Fall Protection(Anchorage point, Full Body Harness, Connector Lanyard)		YES <input type="checkbox"/> NO <input type="checkbox"/>
Training Records		YES <input type="checkbox"/> NO <input type="checkbox"/>
Written Site Specific Plan		YES <input type="checkbox"/> NO <input type="checkbox"/>
Rescue Plan		YES <input type="checkbox"/> NO <input type="checkbox"/>
Passive Fall Protection (Barricade, Railing, Cover)		YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>Respiratory Protection</b>		
<i>Airborne sampling data from similar or substantially similar tasks must be supplied to Unger Construction as well as a Site Specific Respiratory Protection plan</i>		
Written Site Specific Plan		YES <input type="checkbox"/> NO <input type="checkbox"/>
Respiratory Type/Style		YES <input type="checkbox"/> NO <input type="checkbox"/>
Filter Media Type		YES <input type="checkbox"/> NO <input type="checkbox"/>
Records for Each Worker		YES <input type="checkbox"/> NO <input type="checkbox"/>
Medical Surveillance Release ( Remove/Blacken out personal information):		YES <input type="checkbox"/> NO <input type="checkbox"/>
Quantitative Fit Test Records		YES <input type="checkbox"/> NO <input type="checkbox"/>
Qualitative Fit Test Records		YES <input type="checkbox"/> NO <input type="checkbox"/>
Training Records		YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>2. Powder Actuated Tool</b>		NA <input type="checkbox"/>
Will the work performed on this project involve the use of powered-actuated tools?		YES <input type="checkbox"/> NO <input type="checkbox"/>
<i>If YES, training records for each worker must be provided</i>		

# Pre Mobilization Checklist

<b>3. Corded Tool</b>	NA <input type="checkbox"/>
Will the work involve the use of cord connected power tools? <i>If YES, GFCI's must be provided</i>	YES <input type="checkbox"/> NO <input type="checkbox"/>
All corded tools and extension cords shall be free of tape, cords shall be free of nicks or cuts, cord connectors will be properly attached, all prongs will be in place.	YES <input type="checkbox"/> NO <input type="checkbox"/>
All guards, shields covers and safety interlocks shall be functioning per the original equipment manufacturer's design.	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>4. Breaking, Chipping, Sawing, Coring/Drilling Holes</b>	NA <input type="checkbox"/>
Will the work scope require you to cut into, chip into, or drill into asphalt, pavement or concrete? <i>If YES, work of this type will require a utility scan and a permit from USA North (811)</i>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Will the work scope require you to cut into, chip into, or drill concrete walls, ceilings or floors? <i>This type of work will require scanning the surfaces for embedded utilities or cables</i>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Training Records for each worker must be provided	YES <input type="checkbox"/> NO <input type="checkbox"/>
These types of activities will likely require silica dust control measures (wet cutting methods, vacuum attachments) and personal protective equipment (respirators)	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>5. Excavation and Trenching (Poles or Stakes)</b>	NA <input type="checkbox"/>
Will this work scope involve excavation or trenching (Poles or Stakes)? If yes, work of this type will require a utility scan and a permit from USA North (811) <i>"Excavation" means any operation in which earth, rock or other material in the ground (including but not limited to asphalt, pavement, concrete, flatwork or footings) is moved, removed or otherwise displaced by means of tools, equipment (including saw cutting)"</i>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Will the work scope require you to excavate, trench, dig, or otherwise penetrate into the ground (including use of stakes or poles) deeper than 6"?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Will this work scope involve any excavation deeper than 5 feet?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Will this work scope involve sanitary sewer line repair or replacement?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Will this work scope involve storm sewer line repair or replacement?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Subcontractor will submit the following items for Excavation and Trenching:	
• JHA Detailing Shoring Plan	YES <input type="checkbox"/> NO <input type="checkbox"/>
• Training Records	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>6. Demolition</b>	NA <input type="checkbox"/>
Has the subcontractor signed off on the Control of Hazardous Energy Plan: Electrical, Gas, Water, Steam, or other Utilities?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Subcontractor will submit JHA or SOP for review and approval	YES <input type="checkbox"/> NO <input type="checkbox"/>
Training records for each worker must be provided.	YES <input type="checkbox"/> NO <input type="checkbox"/>
Client permits required?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<b>7. Traffic and Pedestrian Control</b>	NA <input type="checkbox"/>
Will this work scope require traffic or pedestrian disruptions? (Blocking or blocking partially any roadway, walkway or driveway, etc?)	YES <input type="checkbox"/> NO <input type="checkbox"/>
Traffic and Pedestrian Plan (per California MUTCD)	YES <input type="checkbox"/> NO <input type="checkbox"/>
Training Records for Flaggers (per California MUTCD)	YES <input type="checkbox"/> NO <input type="checkbox"/>

# Pre Mobilization Checklist

## 8. Control of Hazardous Energy (Lock out/ Block out)

NA

Will you be doing any electrical work? YES  NO

*If "YES", your company must submit a copy of your electrical safety program outlining how you meet the requirements of NFPA 70E.*

*If YES, provide training records for Low/High Voltage and Arc Flash*

Will your work involve working on non-electrical systems that contain hazardous energy?  
 [ ] Mechanical [ ] Pneumatic [ ] Chemical [ ] Thermal YES  NO   
 [ ] Hydraulic [ ] Water [ ] Steam [ ] Gas

Will your work include service, maintenance, or modification of equipment in which the unexpected energization or start-up of the equipment, or the release of stored energy, could cause injury to people or damage to equipment? YES  NO

Are you removing or opening any electrical equipment covers of electrical equipment? For example boxes, panels, disconnect switches, etc.? YES  NO

Are you doing any demolition work that will require the removal of electrical equipment, walls, partitions, building structures, piping systems, ducts, etc.? YES  NO

Will your work require installing, repairing or modifying rotating equipment? YES  NO

Energized electrical work will require specific job hazard analysis review and approval. Energized electrical work must meet the requirements of NFPA 70e YES  NO

## 9. Elevated Work Surfaces (Aerial / Scissors Lifts, Scaffolds or Ladders)

NA

Identify what will be used on this project below:

**Elevated Work Platforms**

Aerial Boom Lift YES  NO

Articulating Boom Lift YES  NO

Scissor Lift YES  NO

Man-Lift YES  NO

Other (identify) YES  NO

Subcontractor will submit the following items for aerial and platform lifts:

- ♦ Training Records for each person operating lift. YES  NO

**Scaffolding**

Tubular & Coupler Scaffolding YES  NO

Rolling Scaffold YES  NO

Mobile Scaffold YES  NO

Mason/Bricklayers Scaffold YES  NO

Other (describe): YES  NO

Subcontractor will submit the following items for scaffold use:

- ♦ Training records for each person erecting and disassembling scaffold YES  NO
- ♦ Training records for users of fall protection YES  NO
- ♦ Training records for scaffold users YES  NO

**Ladders**

A-Frame or Platform Ladder YES  NO

Extension Ladder YES  NO

Ladder must be inspected before being brought to the project by a competent person YES  NO

## 10. Crane and Heavy Equipment

NA

Identify cranes or heavy equipment that will be used on this project below:

Back Hoe	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Front End Loader	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Excavator	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Crane Under 3 Tons	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Crane Over 3 Tons	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Forklift	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Other (Identify):	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Subcontractor will submit the following items for crane or heavy equipment:

Crane current annual inspection certification:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Crane quadrennial proof load test certification:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Crane operator's license	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Lift plan for each lift	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Backhoe, Front End Loader, Excavator proof of competency	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Operator certification/license:	YES <input type="checkbox"/>	NO <input type="checkbox"/>

## 11. Fire Protection and Prevention

NA

Will work include the use of open flames such as torches, welders, grinders, tar pots or any other tool or process/procedure that could cause sparks or open flames?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will work be performed near combustible storage containers?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will there be on-site refueling of equipment?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Has a Fire Watch been training in the use of fire extinguisher and emergency procedures for the work being performed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Subcontractor will submit a hot work permit	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Fire Watch log sheets	YES <input type="checkbox"/>	NO <input type="checkbox"/>

## 12. Welding / Hot Cutting

NA

Will the work involve welding/cutting steel at a painted surface?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work involve welding / Cutting stainless steel?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Subcontractor will submit the following items for welding or hot cutting on <b>non-lead</b> containing surfaces (new steel construction):	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Respiratory Protection Program (see page #2)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Subcontractor will submit the following items for welding or hot cutting on <b>lead</b> containing surfaces(where lead paint exists or has been abated):	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Respiratory Protection Program (See Page #2)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Blood lead Baseline Sample results (Excluding employee SSNs)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Documentation that workers have received lead awareness training	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Subcontractor will submit the following items for welding or hot cutting on <b>stainless steel</b> :	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Respiratory Protection Program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Documentation of hexavalent chromium training	YES <input type="checkbox"/>	NO <input type="checkbox"/>

## 13. Steel Erection and Assembly

NA

Is steel erection part of this scope?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Subcontractor will submit the following items for steel Erection and Assembly:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Site- Specific Erection Plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>
• Fall Protection work plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**14. Roofers/ Non-Roofers (Working Near Leading Edges)**

NA

Will roof installation or roof repairs be performed?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will you be on any roof performing work in your specific trade?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>For Roofers</b>		
Subcontractor will submit the following items for Roofing Work:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
♦ A fall protection work plan indicating the fall protection system has been used	YES <input type="checkbox"/>	NO <input type="checkbox"/>
♦ Training Records for all person working on the roof	YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>For Non-Roofers</b>		
Subcontractors will submit the following items for working on roofs:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
♦ A "roof work Plan" which is a diagram & Written direction on how the roof	YES <input type="checkbox"/>	NO <input type="checkbox"/>
♦ Fall protection Training	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**15. Hazardous Materials (Including Lead and/or Asbestos)**

NA

Has a hazardous materials survey been performed to ensure that potential hazardous materials such as asbestos and lead have been located or confirmed to be absent on the project? <i>(Common building materials that contain asbestos include floor tile and mastic sheetrock and taping compound, pipe insulation, fire doors and transit. Painted surfaces commonly contain lead.)</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work involve the use of any chemicals such as paints solvents adhesives epoxy coatings fuels or other hazardous materials?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Are all personnel using these materials trained in safe handling?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will employees be potentially exposed to airborne concentrations of hazardous gas, fume, dust or mist?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
SDS's are available to the workers onsite?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will respirators be required? If yes, return to page #2	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**16. Lead Paint**

NA

Will the work involve sanding, grinding, scraping, brazing, cutting, welding, removing or otherwise disturbing painted surfaces in such a way to lead particles may become airborne?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Subcontractor will submit the following items for lead paint removal:		
♦ JHA for lead paint removal	YES <input type="checkbox"/>	NO <input type="checkbox"/>
♦ Site-specific lead compliance plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>
♦ Respiratory protection program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
♦ Company's lead compliance program	YES <input type="checkbox"/>	NO <input type="checkbox"/>
♦ Department of public health Lead Worker & Supervisor training certificates	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will respirators be required? <i>If Yes, return to page #2</i>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Medical Evaluations for workers? Blood lead levels, ZPP	YES <input type="checkbox"/>	NO <input type="checkbox"/>

**17. Asbestos**

NA

Will the work require asbestos removal or disturbance?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Will the work require a 10 day notification to the air quality management district? Renovations or demolition involving RACM greater than or equal to 100 linear feet 100 sq ft, or 35 cu ft	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Proof of notification to the air quality management district	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Site Specific Asbestos Compliance Plan	YES <input type="checkbox"/>	NO <input type="checkbox"/>
JHA addressing asbestos hazards	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Respiratory Protection Program (see page #2)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
AHERA Asbestos Worker Training Certificates	YES <input type="checkbox"/>	NO <input type="checkbox"/>



# Pre Mobilization Checklist

**18. Application of Paint and Other Coatings** NA

Does the scope of your work include sanding, scraping, grinding, washing or other prep activity? YES  NO

How will the paint/ coating be applied:

Sprayed YES  NO

Rolled YES  NO

Other (described): YES  NO

Subcontractor will submit the following items for painting and application of other coatings:

JHA detailing the work plan YES  NO

Respiratory Protection Program (See page #2) YES  NO

**19. Silica Dust** NA

Will work involve jack-hammering, rotohammering, drilling, grinding or other disturbance of concrete or use of products that contain crystalline silica that might create silica dust? YES  NO

Will work involve wet slab or wall concrete cutting, drilling, and coring or cutting/sanding drywall or joint compound? YES  NO

*If "YES" to either of the above questions, describe below the method of dust control and control of worker and other persons who could be exposed, such as using wet methods and respiratory protection/training:*

Subcontractor will submit the following items:

- ♦ JHA describing silica hazards and controls YES  NO
- ♦ Subcontractor's Respirator Protection Program (see page #3) YES  NO
- ♦ Training records YES  NO

**20. Confined Space Entry (Low Hazard and Permit Required)** NA

Will the scope of your work require you to be working in a confined space? YES  NO

Will the scope of your work require you to be working in a permit required confined space? (physical or atmospheric hazards (i.e. flammable or toxic) may be present) YES  NO

Subcontractor will submit the following items for Confined Space Entry:

- ♦ Subcontractor's Confined Space Program YES  NO
- ♦ Example Alternate Method, Reclassification, and Permit-required Confined Space Entry Permits YES  NO
- ♦ Training records YES  NO

**21. Heat Illness Prevention Program** NA

Is heat related illness potential hazard for this scope of work? YES  NO

Heat related illness prevention program been updated to include the May 1, 2015 revisions? YES  NO

Location for shade has been determined YES  NO

Adequate supply drinking water (bottled water, jugs) YES  NO

**22. Chemicals Brought on-site** NA

Safety Data Sheets provided YES  NO

Storage location approved YES  NO

Containers labeled YES  NO

Spill clean up YES  NO

Excess material removal plan YES  NO

**23. First Aid** NA

First Aid Kit YES  NO

Heat Stress Cool Down Kit YES  NO

Bloodborne pathogen kit YES  NO

Foreman First Aid/ CPR trained YES  NO

# Pre Mobilization Checklist

<b>24. Emergency Response</b>	NA <input type="checkbox"/>	
Nearest occupational health clinic		YES <input type="checkbox"/> NO <input type="checkbox"/>
Nearest hospital		YES <input type="checkbox"/> NO <input type="checkbox"/>

<b>25. Regulatory Compliance</b>	NA <input type="checkbox"/>	
Injury illness prevention plan (IIPP) on file with Unger Construction		YES <input type="checkbox"/> NO <input type="checkbox"/>
Code of safe practices on file with Unger Construction		YES <input type="checkbox"/> NO <input type="checkbox"/>
Training records on file with Unger Construction		YES <input type="checkbox"/> NO <input type="checkbox"/>

<b>26. Job Hazard Analysis</b>	NA <input type="checkbox"/>	
All scopes of work have approved JHA's		YES <input type="checkbox"/> NO <input type="checkbox"/>

<b>27. Tools and Cords</b>	NA <input type="checkbox"/>	
All shields, guards, covers and safety devices fully functional		YES <input type="checkbox"/> NO <input type="checkbox"/>
Cords are free of tape, no nicks, cuts, all prongs and mechanical restraints intact		YES <input type="checkbox"/> NO <input type="checkbox"/>

**NOTES:**



Tab 3 – Procore Use

## TAB 3 – PROCORE USE

### **Procore Use**

By execution of Unger's Standard Subcontract or Purchase and Installation Agreement, Subcontractor acknowledges that it will adhere to Unger's protocol in using Procore while performing its Work in the following but not limited to:

- Billings
- Construction Documents
- Contract Documents
- Inspections
- Punchlist
- RFI's
- Submittals

Unger will issue an invite to Subcontractors from Procore to log in to each specific job.

Tab 4 – Unger’s Collective Bargaining Agreement



## **TAB 4 – UNGER’S COLLECTIVE BARGAINING AGREEMENT**

### **Labor Relations**

Unger is signatory to the carpenter, laborer, and cement mason trades.

Carpenters Agreement

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**2018 - 2023  
Carpenters  
Agreement**

**Industrial Relations Department – Northern California  
1390 Willow Pass Road, Suite 250  
Concord, CA 94520  
Ph: (925) 827-2422 / Fax: (925) 827-4042**

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Preamble

This Agreement represents a new beginning of cooperation between signatory employers and the Union in a mutual effort to retain and regain the major portions of the work within the geographic area for unionized construction. The successes of the Agreement will be judged on the ability of the signatory contractors to be successful in obtaining contracts where union employees will be employed.

**AGC/CARPENTERS MASTER LABOR AGREEMENT**

46 Northern California Counties

2018 – 2023

Section 1

THIS MASTER AGREEMENT, made and entered into this 2nd day of April, 2018, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. (AGC), and their respective members, herein referred to collectively as the Employer and the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD, on behalf of the Northern California Carpenters Regional Council (NCCRC) and affiliated Local Unions having jurisdiction in the 46 Northern California Counties, hereinafter referred to as the Union. This Agreement amends, modifies, supplements, changes, extends and renews the Agreements dated June 16, 1971, July 18, 1974, June 16, 1977, June 16, 1980, September 1, 1982, January 1, 1986, April 1, 1988, June 16, 1992, June 16, 1996, August 1, 1999, July 1, 2003, July 1, 2001, July 1, 2011, June 15, 2011, July 1, 2014 and is effective July 1, 2018.

Section 2 Term of Agreement

This Agreement shall remain in full force and effect from the 1st day of July, 2018, through the 30th day of June, 2023, and shall continue thereafter unless either party, not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June, 2023, or not more than ninety (90) days nor less than sixty (60) days prior to the 30th day of June of any subsequent year in which the Master Agreement may terminate, serves written notice on the other of its desire to change, modify, amend, supplement, renew, extend or terminate this Agreement.

All notices required to be given to the Union shall be addressed to it at 265 Hegenberger Road, Suite 220, Oakland, California 94621.



While this Agreement continues in effect, neither party will make demands upon the other party for any changes in conditions or benefits or for any new or additional conditions or benefits except at the time and in the manner provided above. Notice to the Employer shall be deemed notice to all Individual Employers.

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 areas 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.

#### Section 2-A Carpenters Work Preservation Committee

Notwithstanding the provisions of Section 2, the parties agree that the Associated General Contractors of California is entitled to appoint an equal number of representatives that the other Employer Associations have on a single Carpenters Work Preservation Committee. The Carpenters 46 Northern California Counties Conference Board shall be entitled to appoint a number of representatives equal to the number of Employer Association representatives. This Committee will review requests for changes in the terms and conditions of the Labor Agreement that may be necessary to preserve work opportunities for employees and Individual Employers covered by this Agreement. The Committee is authorized to approve such changes as it deems to be in the best interest of the parties to this Agreement.

This Committee shall be empowered to develop rules and procedures, subject to the approval of the bargaining parties, to carry out the intent of the bargaining parties.

#### Section 3 Area Covered

The area covered by this Agreement shall be Northern California, consisting of the forty-six (46) counties located above the northerly boundary of San Luis Obispo County, the northerly boundary of Kern County, and the westerly boundaries of Inyo and Mono Counties, to wit: 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, Sonoma, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

#### Section 4 Work Covered

All carpentry work on all construction, including, but not limited to, construction, erection, alteration, repair, modification, demolition, addition or improvement of or to a building or any other structure or construction.

All carpentry work on heavy, highway and engineering construction, including, but not limited to, the construction, improvement, modification and demolition of all or any part of streets, highways, bridges, viaducts, railroads, storage elevators, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, pipelines, offshore construction, or operations incidental to such heavy construction work.

Work in connection with new methods of construction or use of materials established or developed during the term of this Agreement, and the use and application of tools, devices, metal or plastic studs or any substitute thereof, metal or plastic forms or slip form procedures, mechanical, power driven or otherwise, customarily and regularly used by carpenters, any mechanical or technological substitutes thereof, whether continuously or intermittently and which are regarded tools of the carpentry trade. This shall include, though not be limited to, the use and operation of forklifts, platform lifts and operation of concrete chutes.

All carpentry work in connection with plywood decking, beam sides and beam soffits and all concrete form work.

All carpentry work in connection with tilt-up construction including, but not limited to benchmarks, layout, setting of all forms, blockouts, metal door and window jambs, templates for bolts, lift points, knee braces, stripping of forms, rigging, setting, plumbing and aligning, welding, drilling, cleaning, ledger bolts, setting ledgers, setting of expansion joints and caulking. Also to include forms for stairs and loading docks (setting and stripping), installation of all doors, installation of laminated beams or precast structures, and operation of the forklift in reference to all of the above work.

All carpentry work in connection with displays, conventions, trade shows and exhibitions.

All work in connection with self-supporting scaffolds over fourteen feet (14') in height whether patent or otherwise constructed.

The work covered by this Agreement shall include all types of wood flooring of any size, shape or pattern, in all its branches and phases including pre-finished wood and hardwood products, such as nailing, filling, laying, stripping, tongue and groove, underlayment, blocks-mastic work, sanding, edging, staining, finishing, basing, application of shellac, varnishes, sealers, waxing and related work.

Work in connection with bleachers, computer floors, installation of Corian/Epoxy tops, installation of doors and hardware, installation of medical headwall cabinets, insulation for temperature and/or sound control, suspended ceilings, installation of integrated acoustical and luminous ceiling systems, hardwood flooring (prefinished), and cork flooring.

Work in connection with toilet partitions, gameline painting on interior wood floors, architectural signage, installation and onsite construction of clean room structural components, pre-cast panel installation, linear air bar, if integrated into the suspended ceiling system.

All rigging, setting and installation of factory-built modular construction onsite, including but not limited to factory-built housing.

Should an Individual Employer party to this Agreement perform work as a drywall contractor or drywall subcontractor, he shall do so under the terms and conditions of the current Drywall/Lathing Master Agreement between the Carpenters 46 Northern California Counties Conference Board and/or the NCCRC and the appropriate Drywall Contractors Association for the 46 Northern California Counties. However, drywall work which is incidental to the work of the Individual Employer may be performed under the terms and conditions of this Agreement.

Should an Individual Employer party to this Agreement perform work or subcontract work covered by the AGC/Pile Drivers, Divers, Carpenters, Bridge, Wharf and Dock Builders Local Union #34 Master Labor Agreement, the Individual Employer shall observe the terms and conditions of said Agreement.

Should an Individual Employer party to this Agreement perform work or subcontract work covered by the Highway Addendum, the Individual Employer shall observe the terms and conditions of said Addendum.

Should an Individual Employer party to this Agreement perform work or subcontract work covered by the Office Modular Systems Addendum, the Individual Employer shall observe the terms and conditions of the Office Modular Systems Addendum.

**Section 5 Recognition of Employer**

The Union hereby recognizes the Employer as the sole and exclusive bargaining representative for their respective members, present and future, who are or hereafter become members.

**Section 6 Employer Membership**

This Agreement is made for and on behalf of and shall be binding upon all persons, firms or corporations under any name or style of doing business in the construction industry that, at the time of the execution of this Agreement are, or during the term hereof become, members of the Employer, in the area covered by this Agreement. A list of such Individual Employer members shall be furnished to the Union upon the execution of this Agreement, and thereafter shall be furnished to the Union not less often than once a month.

In addition, the Employer shall immediately notify the Union in writing whenever an Individual Employer becomes a member of the Employer. Notwithstanding the foregoing, the Union shall have the right, within seventy-two (72) hours of receipt of said written notice, to object to any Individual Employer becoming a party to this Agreement and to insist upon, if appropriate, negotiations separately with that Individual Employer. Upon receiving such objection from the Union, this Agreement shall be null and void ab initio for all purposes as to that Individual Employer only. This paragraph does not apply to an Individual Employer that is signatory to an existing Agreement with the Union.

All Individual Employers shall be and remain liable under this Agreement for and during the term thereof, irrespective of whether such Individual Employers shall resign from membership in the Employer or withdraw from the Carpenter Multiemployer Bargaining Section prior to the expiration date of this Agreement, and such liability shall be deemed to have survived the termination of said membership or withdrawal and remain in force for and during the term of this Agreement. Such Individual Employers shall be bound by any amendments, modifications, supplements, changes, extensions or renewals of or to this Agreement unless such Individual Employer gives written notice to the Employer and to the Union not more than ninety (90) days nor less than sixty (60) days prior to July 1, 2023, or July 1 of any year in which this Agreement may terminate.

Section 7 Recognition of Union

The Union has requested recognition as the Section 9(a) representative of the employees covered by this Agreement and has demonstrated or offered to demonstrate that the majority of the employees have authorized the Union and/or each of its constituent bodies to represent them in collective bargaining. 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 constituent bodies represents a majority of employees employed to perform bargaining unit work and agrees that the Union and/or each of its constituent bodies is the Section 9(a) 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 NCCRC and all of its affiliated Local Unions.

Any dispute concerning the interpretation or application of this Section shall be resolved by the permanent neutral Arbitrator pursuant to the procedures set forth in Section 51 (Grievance Procedure) of this Agreement, 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 agree that the permanent 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 this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated or any other appropriate remedy.

## Section 8 Independent Agreement

In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Employer or Individual Employers who wish to perform the designated work in the same locality as provided for in that immediate Area Agreement.

The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum to this Agreement which might be negotiated in any area covered by this Agreement between the Union, any Individual Employer or group of Individual Employers.

## Section 9 Liability of the Parties

This Agreement is made for and on behalf of, and shall be binding upon all persons, firms and corporations, who at the time of execution of this Agreement are members of the Employer, or subsequently become members of the Employer as defined in Section 6 (Employer Membership). This Agreement is binding upon each Individual Employer regardless of whether or not the Individual Employer changes the name or style or address of the business. Each Individual Employer, corporate or other legal entity, or its successor as per Section 6 (Employer Membership), shall be liable, subject to, and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours, and working conditions in the area covered by this Agreement.

Except as may be provided in Section 2 (Term of Agreement) of this Agreement, each employer individually signatory hereto waives any right that he/she or it may have to terminate, abrogate, repudiate, or cancel this Agreement during its term, during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Agreement, or to file any Petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation.

## Section 10 General Saving Clause

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of this 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 parties agree that if and when any provisions of this Agreement are 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 are therefore intended to apply no broader than that permitted by law.

#### Section 11 No Discrimination

It is mutually agreed that the Individual Employer and the Union shall fully comply with all Federal and State Laws, including but not limited to all of the provisions of Title 7 of the Civil Rights Act of 1964, as amended, Presidential Executive Order No. 11246, the California Fair Employment and Housing Act, as amended; and the Americans with Disabilities Act of 1991, as amended to the end that no person shall, on the grounds of age, sex, race, color, national origin, sexual orientation, gender, ancestry, disability as defined by the Americans with Disabilities Act of 1991 and the California Fair Employment and Housing Act, or Vietnam Veteran status, 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 this Agreement.

It is further agreed that no person or applicant for employment shall be discriminated against or shall have his/her employment relationship affected by reason of his/her age except as provided in the Trust Agreement, rules and regulations, and statements of procedure governing the Carpenters Training Committee for Northern California.

Nothing in this section and no grievance filed pursuant to this section shall be deemed a waiver of any individual worker's statutory rights provided by Federal and/or State Laws.

Throughout this Agreement, wherever the masculine gender appears, the feminine form applies equally and may be substituted therefore.

Section 12 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 Section 12 shall, as a condition of employment or continued employment, remain a member in good standing of the Union or the appropriate Local Union of the Union. Every other 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 or the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on the expiration of eight (8) days of employment, continuous or cumulative, on such work following the beginning of such employment or the effective date of this Section 12, whichever is later. Membership in any 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 Section 12, the Employer and the Union will promptly enter into negotiations with regard to such subject.
2. The Individual Employer shall not be required to discharge any employee pursuant to this Section 12 until a written notice from the appropriate Local Union of the Union of such employee's non-compliance with this Section 12, stating all pertinent facts showing such non-compliance, shall have been served upon such Individual Employer and two (2) working days shall have been allowed for compliance therewith.
3. No person (owner, partner, or officer of any Individual Employer) shall be permitted to perform work covered by this Agreement unless such person is covered by all the provisions of this Agreement including the payment of all Trust Fund contributions; provided, however, that not more than one (1) owner may be permitted to work with the tools under the same conditions with the exception of Section 12 (1), and provided that while contributions to all Trust Funds shall be required on the basis of hours actually worked, no Health and Welfare eligibility shall be accrued or granted for an owner required to report under this section unless hours for which contributions are received on behalf of the owner equal or exceeds an average of (145) hours during the three most current work months and provided that all contributions due on behalf of all hours for all employees reported by the employer are current.



Furthermore, no hours reported under this section shall be used to qualify for any disability benefit, credit, or extension provided by any of the Carpenter benefit funds established by this Agreement. Additionally, in the event that delinquent contributions are due, no owner hours to any fund shall be credited towards benefits until the delinquency is resolved. This section shall not be interpreted so as to diminish work opportunity for employees covered by this Agreement.

Membership in good standing shall be defined as the tendering of uniform initiation fees and dues, including Work Fee.

### Section 13 Union Representative

Union representatives shall be permitted at all times upon any place or location where any work covered by this Agreement is being, has been, or will be performed.

Where there are visitation or safety restrictions imposed at the jobsite, Union representatives shall make a good faith effort to comply by the Individual Employer's jobsite specific safety policy and the Individual Employer will use his/her best efforts to provide access to the site by the Union representative.

### Section 14 Stewards

1. A steward shall be a working journeyman employee, appointed by the Local Union or the NCCRC of the Union, who shall, in addition to his/her work as a journeyman be permitted to perform, during working hours, such of his/her Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees that stewards shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify the Individual Employer of the appointment of each steward. Unless notified to the contrary, the first journeyman on the job shall act as job steward until the Union appoints a successor. In no case shall a foreman be a steward.
2. No steward shall be discharged or laid off except for just cause. In the event of layoff or discharge of a steward, the Union shall be given notice in writing at least two (2) working days prior to the effective date of such discharge or layoff. Such notice shall contain the reasons for layoff or discharge.

The steward shall be the last employee other than the foreman to be laid off for lack of work but may be transferred to another job providing the Union is given prior notice for the transfer.

3. Application or violation of this Section shall be subject to Section 51 (Grievance Procedure).

#### Section 15 No Strike

Except as provided in this Section, there shall be no strike, lockout or work stoppage by any party hereto or any Individual Employer. The Union may withhold workers or picket the job of any Individual Employer who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union may withhold workers of any subcontractor who fails to pay wages or is in violation of the Piece Rate Prohibition or Trust Fund Contribution provisions of this Agreement. The Union, with five (5) days written notice to the Individual Employer may withhold workers or picket the job of any Individual Employer for violation of the Hiring Hall (Section 49), Union Security (Section 12) or Subsistence (Appendix A) provisions of this Agreement only if no dispute exists between the Employer and the Union concerning such alleged violation.

#### Section 16 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 Unions 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. The Individual Employer shall be bound by an agreement between the General Presidents.

#### Section 17 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 employers and/or unions not signatory to this Agreement.

The Union will not discipline, the Individual Employer will not permanently replace and the parties both agree not to threaten nor cause to be denied the rights of individual workers to respect primary picket lines established at or on the jobsites of the Individual Employer.

#### Section 18 Efficiency

It is agreed that the carpenters, through their field representatives, use their efforts to encourage greater efficiency on the job and that they refrain from the solicitation of premium payments for employees represented by the Union. The employees and the Union shall use their efforts to encourage greater efficiency compatible with sound construction practices on the job and shall refrain from the solicitation of premium payments for employees.

Except as provided in Section 50 (Work Preservation, Contracting and Subcontracting) hereof, neither party to this Agreement shall by working rules or any other means or device, impose or direct any work limitations affecting quantity restrictions, quotas or units of production, either maximum or minimum, relating to work covered by this Agreement.

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 supplied by the Individual Employer.

#### Section 19 Safety

The Union shall cooperate (1) with the Individual Employer and with each other in carrying out all of the Individual Employer's safety measures and practices for accident prevention and (2) employees shall perform their duties in each operation in such a manner so as to promote efficient operation of each particular duty and of any job as a whole. The Union and the Employer recognize that drug and alcohol abuse creates an unsafe and inefficient work place. The Individual Employer must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

All Federal and State safety rules, regulations, orders and decisions shall be binding upon the Individual Employers and their employees and shall be applied to all work covered by this Agreement. No worker shall be required to work under unsafe conditions.

The Individual Employer shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any Local Union or the NCCRC is responsible for such implementation or maintenance.

All safety equipment required by State or Federal regulations, including hard hats, shall be provided and maintained by the Individual Employer without cost to his employees. Upon termination, the employee shall return such equipment to the Individual Employer.

#### Section 20 Pre-Job Conferences

1. The Individual Employer shall at his option or at the option of the Union or the NCCRC call for a pre-job conference. If the Union or the NCCRC desires, it shall be entitled to a pre-job conference solely with the Individual Employer. The Individual Employer may include his subcontractors at such conference.
2. The Individual Employer shall advise the Union or the NCCRC in writing, at all times of the names (including trade names and names of individual proprietors or partners who signed the subcontract) and addresses of all subcontractors or his subcontractors employed or to be employed or contracted with for services to be performed under this Agreement. Such written notice shall be made at the pre-job conference or ten (10) days prior to the commencement of work by any such subcontractor.
3. The Individual Employer shall, upon request of the Union or the NCCRC, submit letters of past or present work assignment for purposes of clarifying questions of Union jurisdiction.

#### Section 21 Audit

Each Individual Employer upon request of the Union, the Employer, or any Trust Fund specified in this Agreement, shall permit the Trust Fund Auditors to review any and all records relevant to the enforcement of the provisions of this Agreement and to enter upon the premises of such Individual Employer during business hours at reasonable time or times to examine and copy such books, records, papers or reports of such Individual Employer as may be necessary to determine whether or not the Individual Employer is making full payment of all sums required by this Agreement. The decision as to the relevancy of records shall be made by the Joint Delinquency Subcommittee and their decision shall be binding on all parties. Such review shall be permitted not less than ten (10) working days after demand. If the Individual Employer cancels an audit

appointment without appropriate two (2) hours' notice to the auditor, the cost of such lost time by the auditor shall be borne by the Individual Employer.

The cost of audit shall be borne by the Individual Employer if a shortage disclosed by the audit exceeds \$4,500.00 and is not the result of clerical error.

Trustees of the Trust Funds specified in this Agreement are authorized to determine the appropriate formula to be applied to compute appropriate Trust Fund contributions. The Individual Employer shall be required to comply with such Trust Fund formula and make payments to the Trust Funds immediately upon being advised of the amount due.

Any legal action to compel audit entry shall be filed in the Superior Court of the City and County of San Francisco, State of California, or the United States District Court for the Northern District of California.

Any Individual Employer who refuses audit entry shall pay all the legal fees and costs necessary for compliance of audit entry.

The Union has the right to withhold workers from any Individual Employer who refuses to make available relevant records necessary for the completion of the audit.

Information derived from the audit shall be confidential and used solely for the enforcement of this Agreement.

## Section 22 Work Day

The regular work day shall be eight (8) consecutive hours (exclusive of lunch period) between the hours of 6:00 a.m. and 5:00 p.m.

Once the regular work day is established, it shall be for no less than five (5) consecutive regular work days and may be changed only by written notification from the Individual Employer to the appropriate District Office of the NCCRC.

The rate of pay for all hours worked other than the regular established work day shall be governed by Section 26 (Overtime).

Any employee who works more than five (5) hours without a meal period shall be paid for all work in excess of said five (5) hour period at the applicable overtime rate until a meal period is provided (such pay shall be reckoned by the hour and half-hour).

Every Individual Employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period. Nothing in this provision shall prevent an Individual 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 work day. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at Individual Employer designated areas, which may include or be limited to the employee's immediate work area.

Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the Individual Employer shall make-up the missed rest period within the same work day or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

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.

If an Individual Employer fails to provide an employee a rest period in accordance with the applicable provisions of this Section, the Individual Employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation (excluding fringe benefits) for each work day that the rest period was not provided.

The rest period provisions of this Agreement will be interpreted consistently with the rest period requirements of the Industrial Welfare Commission Wage Order 16.

A heat illness preventative cool-down recovery period of no less than five (5) minutes shall be made available for employees working in high heat conditions in order to prevent heat illness.

Employees believing a preventative cool-down recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling. Such access to shade shall be permitted at all times. Cooling

measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative recovery cool-down period in accordance with this Section, the Individual Employer shall pay the Employee one (1) additional hour of 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.

All pay shall be reckoned by the day and half-day as follows: Employees who start work at the regular work day or shift shall receive four (4) hours pay or pay for actual hours worked, whichever is greater, regardless of the reason for the inability to complete the regular work day or shift. If the employee voluntarily quits, the employee shall receive pay only for actual hours worked.

Any dispute regarding the provisions of this Section shall be subject to Section 51 (Grievance Procedure) of this Agreement.

### Section 23 Shift Work

Shift work can only be established upon prior notice from the Individual Employer to the Union and shall be performed as follows:

Except as provided below, where multiple shifts are worked, if the Individual Employer elects to work the day shift between the hours of 6:00 a.m. and 5:30 p.m., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for eight (8) hours; if a third shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than three (3) consecutive work days.

On tenant improvement or renovation projects in occupied buildings with a total contract value of five (5) million dollars or less, the Individual Employer may



perform multiple shift operations on the basis of eight (8) hours pay for eight (8) hours work on all shifts at the regular straight time rate.

Overtime rates shall be paid for all hours worked on the second or third shift if less than three (3) consecutive days are worked. The provisions of this Section 23 with regard to rates of pay for shift work shall apply solely to the portion of the job which requires shift operations.

When it is a condition of securing the work, a special single shift may be established that will be for no less than three (3) consecutive days, for off hours between Monday and Friday, and will allow for eight (8) hours pay for eight (8) hours work. Work in excess of eight (8) hours per day shall be subject to the overtime provisions of this Agreement.

All work in excess of eight (8) hours on Saturday and all work on Sundays and holidays shall be double time.

Payments or contributions to each of the Trust Funds provided for in this Agreement shall be based on hours worked or paid for, which include contributions for eight (8) hours per shift. No payment or contribution shall be computed at the rate of time and one-half or double the required rate of payments or contributions per hour, nor shall any such payments or contributions be considered part of the hourly wage rate for the purpose of computing overtime, either under this Agreement, the Fair Labor Standards Act, the Walsh-Healey Act or any other law.

On shift work (a) workers working a shift who come off work on Saturday morning at 8:00 a.m. are to be considered working Friday; (b) workers working a shift who come off work on Sunday morning at 8:00 a.m. are to be considered working Saturday; and (c) workers working a shift who come off work on Monday morning at 8:00 a.m., are to be considered working Sunday.

All regularly scheduled shift work performed on Saturday, Sunday and holidays, shall be in accordance with the overtime rates herein specified. All such work shall be performed under the terms and conditions of this Section 23 as to hours worked and rate of pay.

#### Section 24 Work Week

The regular work week shall consist of forty (40) hours of work Monday through Friday. In the event that work cannot be performed Monday through Friday or Tuesday through Friday (4 x 10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make-up such day on Saturday and shall be paid at the applicable straight time rate. In the event

that work cannot be performed Monday through Thursday (4 x 10 work week) because of inclement weather or major mechanical breakdown, employees may voluntarily make-up such day on Friday and shall be paid at the applicable straight time rate. As a courtesy, the Individual Employer shall advise the appropriate District Office of the NCCRC whenever it intends to implement the Saturday (or Friday for a 4 x 10 Monday through Thursday work week) make-up day. (The NCCRC District Office phone numbers are as follows: Central (510) 568-4788, Northern (916) 641-1041, and Southern (408) 445-3000).

Four (4) by Ten (10) Work Week (4 x 10): An Individual Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours, Monday through Thursday or Tuesday through Friday, provided the appropriate District Office of the NCCRC is notified in advance. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. After twelve (12) hours, double time shall be paid. In the event two (2) shifts are employed nine and one-half (9 ½) consecutive hours work, (on the 2<sup>nd</sup> 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 4 x 10 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 rates.

On Residential projects as described in Appendix C (Residential Addendum), the work week shall remain as contained therein.

#### Section 25 Holidays

The following are nationally recognized holidays covered by this Agreement: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

In honor of those who have served in the Armed Forces of the United States of America, honorably discharged, reserve and active duty members of our Armed Forces shall be permitted by the Individual Employer to observe Veterans Day, November 11<sup>th</sup>. Veterans shall provide the Individual Employer with two (2) working days' notice to observe Veterans Day. Upon request of the Individual Employer, members shall provide proof of military service. Veteran choosing to work on Veterans Day shall be compensated at the appropriate straight time and daily overtime rates.

The parties have agreed that the following four (4) days of each year will be selected by the Union as designated off/collectively bargained holidays:

2018: Friday, May 25<sup>th</sup>, Friday, August 31<sup>st</sup>, Monday, December 24<sup>th</sup>,  
Monday, December 31<sup>st</sup>

2019: Friday, February 15<sup>th</sup>, Friday, May 24<sup>th</sup>, Monday, July 5<sup>th</sup>,  
Friday, August 30<sup>th</sup>

2020: Friday, January 17<sup>th</sup>, Friday, February 14<sup>th</sup>, Friday, May 22<sup>nd</sup>,  
Friday, September 4<sup>th</sup>

2021: Friday, February 12<sup>th</sup>, Friday, May 28<sup>th</sup>, Friday, July 2<sup>nd</sup>,  
Friday, September 3<sup>rd</sup>

2022: Friday, January 14<sup>th</sup>, Friday, February 18<sup>th</sup>, Friday, May 27<sup>th</sup>,  
Friday, September 2<sup>nd</sup>

2023: Friday, February 17<sup>th</sup>, Friday, May 26<sup>th</sup>, Monday, July 3<sup>rd</sup>,  
Friday, September 1<sup>st</sup>

The four (4) designated off/collectively bargained holidays shall be governed by Section 26 (Overtime).

#### Section 26 Overtime

- A. On all building construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half (1 ½).

Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on Saturdays.

Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on the four (4) designated off/collectively bargained holidays.

Double time shall be paid on all other holidays referenced in Section 25 (Holidays).

All other time shall be paid at double the straight time rate.

- B. On all heavy, highway and engineering construction, including but not limited to the construction, improvement, modification, and demolition of all or any part of streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or riprap stone, or operations incidental to such heavy construction work; the first four (4) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) work day shall be paid at time and one-half (1 ½).

Time and one-half (1 ½) shall be paid for the first ten (10) hours worked on Saturdays.

Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on the four (4) designated off/collectively bargained holidays.

Double time shall be paid on all other holidays referenced in Section 25 (Holidays).

All other time shall be paid at double the straight time rate.

## Section 27 Parking

In the event free parking facilities are not available within 1320 feet (measured by the most direct route on a dedicated vehicular public thoroughfare) of a jobsite, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Individual Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking area shall be drained and hard surface.

## Section 28 Tools

Carpenters and apprentices shall furnish their own tools, but shall not furnish, rent or lease horses, ladders, mitre boxes, electric drills, automotive equipment to be used for the purpose of hauling or delivering Individual Employer's materials or equipment, or any kind of power operated machines or saws. Each employee shall arrive on the job with tools in proper condition. To implement this section, the individual carpenter shall provide a tool box with a lock. If necessary, the employee shall be allowed a reasonable amount of time during the work week to sharpen tools on the Individual Employer's time.

The Individual Employer shall provide a reasonably secure place where his employees may keep their tools. Where ten (10) or more carpenters are employed on any one (1) job or project the Individual Employer shall provide a separate tool house, or a separate compartment of a tool house under lock and key, for the exclusive use of carpenters. Failure on the part of the Individual Employer to comply with the provisions hereof shall be referred to the Joint Adjustment Board. If any individual employee's full kit of working tools is lost by reason of fire or theft while in the Individual Employer's care, the Individual Employer shall reimburse the employee for such loss up to a maximum of seven hundred and fifty dollars (\$750.00). Within two (2) working days from the date of claim for loss of tools as provided herein, the Individual Employer shall acknowledge liability therefore or reject the claim.

## Section 29 Pick-Up Time

A carpenter shall be entitled to pick-up time, which shall not be less than five (5) or more than fifteen (15) minutes at the end of each work day, the particular amount of such pick-up time depending upon accessibility to the area to which the employee is assigned. The amount of pick-up time shall be determined by

mutual agreement at a job site conference between representatives of the Individual Employer and the Union.

### Section 30 Show Up Time, Termination Pay and Discharge

Other than on the first day of dispatch, in which case two (2) hours shall apply, workers who report for work, for whom no employment is provided, shall be entitled to four (4) hours pay, except where bad weather conditions beyond the control of the Individual Employer prevents employment.

Payments of contributions to each of the Trust Funds provided for in this Agreement shall be made with respect to payments required by this Section 30.

Except as hereinafter provided, carpenters who start work, but are discharged between the hours of 8:00 a.m. and 12:00 noon, shall receive four (4) hours pay; carpenters starting work at 8:00 a.m. who are discharged between the hours of 12:00 noon and 4:30 p.m. shall receive pay only for hours worked.

Carpenters discharged on the first day of employment for inefficiency, insubordination or intoxication, shall receive pay only for hours worked. Carpenters who voluntarily quit shall receive pay only for hours worked.

**DISCHARGED EMPLOYEE.** Employees receiving notice of termination for any reason shall be allowed a reasonable time (not less than fifteen (15) minutes) before the end of the regular work day to assemble their tools in addition to the normal pick-up time prevailing on the job.

After forty (40) hours of employment, the Individual Employer may discharge any employee for just cause only. Just cause is subject to Section 51, the grievance and arbitration provision of this Agreement. The Individual Employer during the first forty (40) hours of employment may reject or discharge any employee for any reason.

Discharge for cause shall be in writing to the employee.

### Section 31 Payment of Wages

An employee who works the full designated work week shall receive on the last day of that work week pay for not less than the number of hours worked on the Monday of that same work week.

Each Individual Employer shall provide with each payroll check an itemized check stub showing separately the date of issuance, each contribution and

deduction made from the payroll period covered by the check or a separate statement showing the name of the employee, the name and the Individual Employer's contractor's license number and/or address and the last four digits of the employee's Social Security number. There shall be no cash payment of any nature or kind whatsoever. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time or bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section 31. An Individual Employer may pay employees utilizing direct deposit, as provided under California Law. Payment by direct deposit shall be at the employee's option and not as a condition of employment. Late deposits shall be subject to Section 31, paragraph 3. Final compensation shall be paid by payroll debit card or check.

Should an Individual Employer compensate an employee with a check for which payment is refused by the Individual Employer's bank because of insufficient funds, or should an Individual Employer fail to pay his employees on the regular established pay day for his job, the obligation of the Individual Employer to the individual employee shall continue at the employee's regular straight time rate for a period not to exceed forty (40) hours, notwithstanding the above, unless the refusal of payment by the bank is due to the bank's error or omission or to circumstances which are beyond the control of the Individual Employer. Any question concerning responsibility of the Individual Employer on whether the omission is beyond his control shall be subject to the grievance procedure of this Agreement. Nothing herein shall, however, prevent the Individual Employer from changing his payroll date upon five (5) days' notice to the appropriate Local Union of the Union that the employee's pay date is being changed.

If terminated by the Individual Employer for any reason the employee shall be paid immediately in full. His/her pay status shall continue for each calendar day until pay is received; provided, however, that not more than eight (8) hours pay shall be charged for any calendar day with a maximum of five (5) days.

### Section 32 Prohibition of Piece Work

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Payments by cash or second or multiple checks or combination thereof and/or the payment of excessive travel time, bonuses or other payments such as "Travel Pay" or "Subsistence," where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement.



If at the time of an audit piece work or bonus payments are discovered, those amounts will be subject to the conversion formula as set forth in Section 21 (Audit). The foregoing shall not apply to an annual bonus paid to supervisors.

### Section 33 Nonunion Fabricated Materials

To the extent permitted by law, the Individual Employer will not require Carpenters to handle nonunion fabricated materials.

### Section 34 Injury

Employees who are, as a result of an industrial injury, unable to complete a full day's work, shall nevertheless be paid for the full day on which such injury occurred; provided the attending physician has certified to the employee's inability to complete his/her regular assigned work on that day of such injury. An industrial injury shall not be cause for discharge and an applicant for employment shall not be rejected because of prior industrial injury, provided that any such prior industrial injury has not caused the applicant to be incapable of satisfactorily performing the duties and functions required by the job to which he/she is assigned or would be assigned.

### Section 35 Document Signing

No employee or applicant for employment will be required as a condition of employment or continued employment to sign any document not required by law.

### Section 36 Subcontractor Records

On residential construction, excluding alteration and repair, the Individual Employer shall keep a record of all hours worked by persons performing work covered by this Agreement for each subcontractor on each separate job or project.

It is recognized and acknowledged that with respect to certain subcontracted functions such as installation of stairways, formica tops, and marlite, it would be difficult and impractical to record the precise hours worked at such functions. On such work the Individual Employer shall make an estimate of the hours worked by the installing subcontractor. These records shall be submitted monthly to the Trust Funds specified in this Agreement.

### Section 37 Bonding

The Union may require of any Individual Employer who is delinquent in Trust Fund contributions and/or whose payroll checks have been returned for insufficient funds (“bounced”), that such Individual Employer be required to provide a bond not less than \$5,000.00 or more than \$75,000.00 at the option of the Union or Trust Fund to insure payment of his payroll and/or Trust Fund contributions. An acceptable letter from responsible party or joint checks may be substituted for Bond requirement. It shall not be a violation of this Agreement for the Union to withdraw carpenters from the job(s) of such Individual Employer who may upon demand and notice, fail or refuse to present such bond to the Carpenter Funds Administrative Office, 265 Hegenberger Road, Suite 100, Oakland, California 94621-1480. In the event the defaulting Individual Employer is a subcontractor of a prime contractor signatory hereto, the latter will be notified and given opportunity to post bond as herein provided prior to the withdrawal of carpenters from the job(s); provided, however, the bonding company is approved by the Carpenter Funds Administrative Office for Northern California, Inc.

### Section 38 Appendices

The following appendices attached to this AGC/Carpenters Master Labor Agreement are incorporated herein and shall be part of this Agreement as though fully set forth herein: Subsistence (Appendix A), Millwrights Agreement (Appendix B), Residential Addendum (Appendix C), Insulators Addendum (Appendix D), Scaffold Erection Addendum (Appendix E) and Highway Addendum (Appendix F).

### Section 39 Wage Rates

The following shall be the classifications and minimum hourly rates during the term of this Agreement for the effective dates noted and in the areas listed.

A. AREA 1, consisting of the following counties:

Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma:

Journeyman wage rates effective	07-01-18
Carpenters	48.40
Bridge Builder/Highway Carpenters	48.40
Hardwood Floorlayers	48.55
Shinglers	48.55
Power Saw Operators	48.55
Steel Scaffold & Steel Shoring Erectors	48.55
Saw Filers	48.55
Millwrights	48.50

B. AREA 2, consisting of the following counties:

Monterey, San Benito and Santa Cruz:

Journeyman wage rates effective	07-01-18
Carpenters	42.52
Bridge Builder/Highway Carpenters	48.40
Hardwood Floorlayers	42.67
Shinglers	42.67
Power Saw Operators	42.67
Steel Scaffold & Steel Shoring Erectors	42.67
Saw Filers	42.67
Millwrights	45.02

C. AREA 3, consisting of the following counties:

Sacramento, Yolo, San Joaquin, Western Placer\* and Western El Dorado\*

Journeyman wage rates effective	07-01-18
Carpenters	42.52
Bridge Builder/Highway Carpenters	48.40
Hardwood Floorlayers	42.67
Shinglers	42.67
Power Saw Operators	42.67
Steel Scaffold & Steel Shoring Erectors	42.67
Saw Filers	42.67
Millwrights	45.02

\* Western Placer County includes territory west of and including Highway 49. Western El Dorado County includes territory west of and including Highway 49 and territory inside the city limits of Placerville.

D. AREA 4, consisting of the following counties:

Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado\*, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer\*, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba.

Journeyman wage rates effective	07-01-18
Carpenters	41.17
Bridge Builder/Highway Carpenters	48.40
Hardwood Floorlayers	41.32
Shinglers	41.32
Power Saw Operators	41.32
Steel Scaffold & Steel Shoring Erectors	41.32
Saw Filers	41.32
Millwrights	43.67

\* Eastern Placer County includes territory east of Highway 49. Eastern El Dorado County includes territory east of Highway 49, excluding territory inside the city limits of Placerville.

E. Fringe Benefit Hourly Rates – Entire 46 Counties Area

(Effective July 1, 2018 through June 30, 2019)

Effective Date:	07-01-18
Health & Welfare	11.45
Pension*	10.10
Carpenters Annuity	2.25
Vacation (Carpenters)	2.45
Vacation/Holiday/Sick Leave Admin.	0.05
Work Fee	1.99
Training	0.93
Calif. Const. Advancement Program (CCAP)	0.06
Carpenters International Training Fund	0.10
Work Preservation	0.05
Contract Administration	0.08

See Appendix B for Millwright fringe benefit rates.

F. Future Wage and/or Fringe Benefit Considerations: (2018-2023)

July 1, 2018 \$2.61 to be allocated as follows:

- \$2.00 to Wages
- \$0.00 to Health & Welfare
- \$0.45 to Pension\*
- \$0.05 to Vacation/Holiday/Sick Leave Admin.
- \$0.05 to Training
- \$0.06 to Work Fee

\* Additional \$1.00 for non-extended employers to be allocated to Pension

July 1, 2019 \$3.08 to be allocated as follows:

- \$2.10 to Wages
- \$0.30 to Pension\*
- \$0.50 to Vacation/Holiday/Sick Leave Trust
- \$0.05 to Vacation/Holiday/Sick Leave Admin.
- \$0.05 to Training
- \$0.08 to Work Fee (as per Section 43A formula)

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July 1, 2020	\$2.77 to be allocated as follows: \$2.15 to Wages \$0.25 to Health & Welfare if needed, as recommended by Trustees, to maintain minimum of 6 months of reserves. Otherwise, allocated to Pension* \$0.25 to Pension* \$0.05 to Training \$0.07 to Work Fee (as per Section 43A formula)
July 1, 2021	\$2.87 to be allocated as follows: \$2.20 to Wages \$0.25 to Health & Welfare if needed, as recommended by Trustees, to maintain minimum of 6 months of reserves. Otherwise, allocated to Pension* \$0.20 to Pension* \$0.05 to Training \$0.10 to Annuity \$0.07 to Work Fee (as per Section 43A formula)
July 1, 2022	\$2.98** to be allocated as follows: \$2.25 to Wages \$0.25 to Health & Welfare if needed, as recommended by Trustees, to maintain minimum of 6 months of reserves. Otherwise, allocated to Pension* \$0.15 to Pension* \$0.05 to Training \$0.20 to Annuity \$0.08 to Work Fee (as per Section 43A formula)

\*Negotiated pension increases are intended as an enhancement to the Pension Rehabilitation Plan and will not result in additional pension benefit accruals.

\*\* If an early extended Agreement is negotiated prior to July 1, 2022, Individual Employers who do not extend said Agreement shall be subject to an additional \$1.00 per hour increase.

The Union reserves the right to reallocate wage and fringe benefit amounts during the term of the Agreement.

When an individual project encompasses two (2) geographic wage areas, the higher of the two (2) wage rates shall apply to the entire project.

G. Apprenticeship Wage Percentage Schedule:

The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area. Wage and fringe benefit increases for all apprentices shall be governed by the individual Joint Apprenticeship Training Committees (based on calendar months, work hours and completion of mandatory training classes).

First Period: 0 to 6 months.....	60%
Health & Welfare, Work Fee, Vacation/Holiday/Sick Leave Admin., CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration	
Second Period: 7 to 12 months.....	65%
Health & Welfare, Work Fee, Vacation/Holiday/Sick Leave Admin., CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation	
Third Period: 13 to 18 months.....	70%
Health & Welfare, Work Fee, Vacation/Holiday/Sick Leave Admin., CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation, Annuity	
Fourth Period: 19 to 24 months.....	75%
Health & Welfare, Work Fee, Vacation/Holiday/Sick Leave Admin., CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation, Annuity	
Fifth Period: 25 to 30 months.....	80% Full Fringes
Sixth Period: 31 to 36 months.....	85% Full Fringes
Seventh Period: 37 to 42 months.....	90% Full Fringes
Eighth Period: 43 to 48 months.....	95% Full Fringes

The following conditions shall be applicable to the classification “Power Saw Operators” and “Steel Scaffold Erectors and/or Steel Shoring Erectors”:

1. If an employee is hired initially as a Power Saw Operator or as a Steel Scaffold Erector and/or Steel Shoring Erector, he/she shall receive the rate for such classification until he/she is assigned to work in another classification.

2. If an employee already employed on the job is assigned to perform Power Saw Operating duties or Steel Scaffold and/or Steel Shoring Erecting duties, he/she shall receive the rate of the Power Saw Operator classification or the Steel Scaffold Erector and/or Steel Shoring Erector's classification, as the case may be, for the actual hours worked in such classifications.
3. The operation of a hand-operated skill saw shall not be considered as the performance of Power Saw Operating duties and shall not carry the rate for the Power Saw Operator classification.

Men working from Bos'n chairs, swinging scaffolds, or suspended from a rope, cable, or from a safety belt or any device used as a substitute for or in lieu thereof shall receive fifty cents (\$.50) per hour above the applicable journeyman or apprentice rate.

The premium specified above shall be reckoned by the hour.

When an employee uses survey instruments he/she shall receive not less than the rate of pay for his/her regular classifications.

Provisions concerning special conditions for Millwrights are set forth in Appendix B (Millwrights Agreement) of this Agreement and are a part thereof.

The term "Journeyman Carpenter" as used herein means an employee who is qualified by experience and ability to perform work with carpenters' tools, carpenters' level and other such tools or survey instruments as are normally used by carpenters in the performance of carpenters' work.

The foregoing shall be applicable to all work in connection with the building and erection of timber trusses. The framing, assembling and building of the trusses, the raising and putting them in place and the rigging and signaling when power equipment is used are all under the jurisdiction of the United Brotherhood of Carpenters.

The term "Apprentice Carpenter" as used herein means an employee as defined from time to time as an apprentice in the Apprenticeship Standards for the Carpentry Trade in the 46 Counties, who shall be permitted to perform any work done by a journeyman carpenter. The term of apprenticeship shall not exceed a period of four (4) years. It



shall be a contractual obligation of contractors party to this Agreement, to re-employ apprentices laid off due to lack of work before employing new apprentices.

An Individual Employer shall employ apprentices only in accordance with the provisions of this Agreement and the applicable rules and regulations of the Carpenters Training Committee and the Apprenticeship Standards.

An Individual Employer who is entitled to employ apprentices may employ not more than one (1) apprentice for the first two (2) journeymen regularly employed by him and not more than one (1) additional apprentice for each three (3) additional journeymen employed by him. The first apprentice may not be employed until at least two (2) journeymen are regularly employed by the Individual Employer. Any Individual Employer employing five (5) journeymen shall, while employing five (5) journeymen, also employ at least one (1) apprentice. For each additional five (5) journeymen then in his employ, he shall employ at least one (1) additional apprentice.

**FOREMAN:** Effective July 1, 2000, if the Individual Employer determines to use any foremen, they shall be paid ten percent (10%) above the appropriate journeyman's wage rate. The Individual Employer shall have the right to determine, in his sole and unlimited discretion, the need for any number of foremen. There shall be a minimum of one (1) foreman for each permanent shop maintained by specialty contractors and/or prime contractors hiring more than three (3) journeymen carpenters.

**GENERAL FOREMAN:** The rate for general foremen shall be twenty percent (20%) above the straight time rate for 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 judgment 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 51) of this Agreement.

No person shall be employed in work covered by this Agreement at piece rates or under any system of bonus pay. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence", where not required or permitted by this Agreement, shall be prima facie evidence of a violation of this Agreement. The foregoing shall not apply to an annual bonus paid to supervisors.

Section 40 Health and Welfare

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Health and Welfare Trust Fund for Northern California, the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement for the purpose of providing Health and Welfare benefits for such employees.

Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1953, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual Employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this Section such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each month, for which contributions are made to this Trust Fund, shall be reported by the Individual Employer to this Trust Fund.

Section 41 Pension Plan

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Pension Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Pension benefits for such employees. Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 19, 1958, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Benefit Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual Employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For

purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the Individual Employer to this Trust Fund.

#### Section 42 Annuity Plan

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Annuity Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Annuity benefits for such employees. Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated August 1, 1981, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual Employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contributions shall not be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the Individual Employer to this Trust Fund.

#### Section 42-A 401(K) Plan

Effective September 1, 2008, each Individual Employer covered by this Agreement shall contribute in a timely manner, compliant with Federal Law, to the Northern California Carpenters 401(k) Trust Fund, on behalf of each employee covered by this Agreement who has voluntarily elected to participate in the 401(k) Plan the amount specified on an Enrollment/Contribution Change form filed by the employee with his/her Individual Employer not to exceed the Internal Revenue Code Section 402(g) limit. The contribution amounts, which

are voluntarily deferred from wages, and the frequency of change of the deferral will be governed by the various Plan documents of the Northern California Carpenters 401(k) Trust Fund.

Only those employees covered by this Agreement that are eligible to receive Annuity Fund contributions are eligible to participate in the 401(k) Plan. Owners, partners and superintendents covered by Section 46 (Contributions for Superintendents) of this Agreement are eligible to participate in the 401(k) Plan provided those individuals are current participants in the Annuity Plan and provided that Annuity contributions are remitted for all corresponding periods in which 401(k) contributions are made on behalf of the owner, partner, or superintendent.

Each contributing Individual Employer agrees to be bound to that certain Trust Agreement establishing the Fund dated August 1, 2008, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this Plan is and has been a Defined Contribution Plan.

#### Section 43 Vacation/Holiday/Sick Leave Plan

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Vacation, Holiday and Sick Leave Trust Fund for Northern California the amount listed in Section 39 (Wage Rates) for each hour paid for or worked, whichever is greater, by each employee covered by this Agreement, for the purpose of providing Vacation, Holiday and Sick Leave benefits for such employees. Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated May 1, 1972, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contribution with respect to any employee or the work of any employee.

Individual Employer contributions for a foreman and general foreman covered by this Agreement shall be based upon the hourly contribution rate in effect for journeymen in the particular jurisdiction where they are employed. For purposes of interpreting and applying this section, such Trust Fund contribution shall be considered as compensation.

The total number of hours worked by each employee in each work month, for which contributions are made to this Trust Fund, shall be reported by the Individual Employer to this Trust Fund.

The parties agree that up to a maximum of \$100,000 in any one calendar year shall be provided to insure Individual Employer contributions to the Vacation,

Holiday and Sick Leave Trust Fund, which after all practical legal and administrative means of collection available to the Fund and the Union have been exhausted, have been declared uncollectible by the Joint Delinquency Committee of the Northern California Carpenter Trust Funds. Of this amount, up to \$50,000 shall be provided by the Union; and up to \$50,000 shall be provided by the Construction Industry Advancement Fund and the California Construction Advancement Program, in proportion to the amount of contributions received in the calendar year by such Fund and Program, respectively.

This Agreement shall waive any and all provisions of the Healthy Workplaces Healthy Family Act of 2014, San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, the City of Emeryville Ordinance No. 15-004, Municipal Code Title 5, Chapter 37, City of Oakland Measure FF and Municipal Code Section 5.92.030 and the City of Berkeley Paid Sick Leave Ordinance, adding Municipal Code Chapter 13.100, and shall supersede and be considered to have fulfilled all requirements of said Ordinances/Codes as presently written and/or amended during the life of this Agreement.

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 is current in effect or may be adopted during the term of this agreement.

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, then the Union and the Employer agree to meet and confer within thirty (30) business days.

This Agreement shall also waive the San Francisco Paid Parental Leave Ordinance, San Francisco Police Code Article 33H (Section 3300H.1 through 3300H.14), the Berkeley Family Friendly and Environment Friendly Workplace Ordinance (Berkeley Municipal Code, Chapter 13.101) and the City of San Jose's Opportunity to Work Ordinance.

In addition, this waiver shall apply to any other federal, state, city, county or other local laws or ordinances containing requirements to allow paid parental leave similar to those requirements found in the San Francisco Paid Parental Leave Ordinance, laws or ordinances containing requirements to allow employees to request flexible or predictable working arrangements similar to those found in the Berkeley Family Friendly and Environment Friendly Workplace Ordinance and laws or ordinances containing requirements to offer additional work hours to part time employees before hiring new employees

similar to those found in the San Jose Opportunity to Work Ordinance that is currently in effect or may be adopted during the term of the Agreement.

Any disputes concerning the validity of these waivers shall be subject solely and exclusively to the grievance procedures set forth in this Agreement.

#### Section 43-A Work Fee

Effective for all work performed on and after July 1, 2007, it is agreed that upon written authorization, provided by the Union, as required by law, the amount designated below shall be deducted from the Vacation and Holiday benefit of each worker and remitted directly to the Union, or the appropriate Local Union or the NCCRC of the Union, as the Union may from time to time direct. The amount of the deduction shall be specified on a statement transmitted to the worker. Such remittance shall be made to the Union not less than twelve (12) times per year.

Effective July 1, 2006, the amount to be paid by the 46 Counties Work Fee option, in connection with the Vacation and Holiday contribution shall be an amount equal to two and one-half percent (2.5%) of the total hourly wage-fringe benefit package of the highest carpenter journeyman classification as defined in AREA 1 in Section 39 (Wage Rates) in this Agreement (excluding Industry Promotion and Contract Administration contributions) in effect on July 1, 2006 or to be in effect July 1, of each succeeding year, to be effective July 1, of such succeeding year, plus five cents (\$.05).

The amounts referred to herein shall be remitted by the Individual Employer as follows:

1. The Individual Employer shall include such amount in the single check mailed with his/her combined employer report of contributions to the Depository Bank for the Northern California Carpenter Trust Funds.
2. In such report the Individual Employer shall designate the Depository Bank as his/her or its agent to receive written dues authorizations from employees covered by this Agreement pursuant to Section 302 (c) (4) of the Labor-Management Relations Act, as amended, and any revocation of such authorizations, and shall direct the Bank (a) to deposit the monies reported under the column headed Work Fee (Column B) in a special account, (b) to transfer monthly from such account the monies paid with respect to the work of each employee who has on file with the Bank an unrevoked dues authorization in a form

complying with law to the account of the Union as Work Fee and (c) to transfer the remaining monies in said account to the Carpenters Vacation and Holiday Trust Fund for Northern California for credit to the Vacation and Holiday accounts of the other employees. Any delinquency in the payment of such amount shall be subject to the same liquidated damage, interest and other delinquency provisions applicable to contributions to the Northern California Carpenter Trust Funds.

It is the intent and purpose of the parties to comply fully with all laws, rules and regulations applicable to the Work Fee provided by this Section. If any provision of this Section, or any procedure in the implementation or administration of this Section, is determined to violate any such law, rule or regulation, the parties will promptly enter into lawful negotiations to correct such violation.

The Union shall exonerate, reimburse and save harmless the Employer, each Individual Employer, the Bank or other depository designated pursuant to this Section, and the Carpenter Funds Administrative Office of Northern California, Inc., and their respective officers, directors, agents, and employees, individually and collectively, against any and all liabilities and reasonable expenses arising out of the payment, receipt or a distribution of the amounts listed in Section 39 (Wage Rates) for Work Fee.

#### Section 44 Carpenters Training Trust for Northern California

Each Individual Employer covered by this Agreement shall contribute to the Carpenters Training Trust for Northern California the amount listed in Section 39 (Wage Rates) for each hour worked by each employee covered by this Agreement for the purpose of providing training and education benefits for such employees.

Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated March 4, 1963, as such has been or may from time to time be amended or supplemented.

There shall be no duplicating contributions with respect to any employee or the work of any employee.

Section 45 Contract Administration and California Construction  
Advancement Program

Effective July 1, 2007, the total fourteen cents (\$.14) per hour contribution shall be reallocated as follows:

**CALIFORNIA CONSTRUCTION ADVANCEMENT PROGRAM:**

Effective July 1, 2007, each signatory employer shall contribute the sum of six cents (\$.06) per hour worked or paid for to the California Construction Advancement Program which is established for the purpose of protecting, improving and advancing the interests and welfare of the construction industry and its individual employers and employees. The individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement creating the California Construction Advancement Program dated September 12, 1974, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

**CONTRACT ADMINISTRATION TRUST FUND:**

Effective January 1, 2002, each signatory employer shall contribute the sum of eight cents (\$.08) per hour worked or paid for to the Contract Administration Trust Fund.

The Individual Employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Contract Administration Trust Fund dated January 1, 1986, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determinations of the Trustees of said Trust.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contribution and payments are made.

Such trust or corporation shall be administered by a Board of Trustees or Directors comprised solely of employers and no payment from such fund shall be made to any Employer representative or the Union except as may be allowed by law and the Union shall not have any voice in the administration of the Trust. The Trustees or Directors not less than once per year shall report on the activities of the Trust to all interested parties including the Union.

NOTE: The amount of contributions is subject to further negotiation between the parties, provided, however, that the total amount referred to in this section



will not be increased but may be subject to redistribution by agreement of the parties.

#### Section 45-A Carpenters Work Preservation Committee Trust

Effective July 1, 2005, each signatory Individual Employer shall contribute the sum of five cents (\$.05) per hour for each hour worked or paid for to the Carpenters Work Preservation Committee Trust Fund. Each Individual Employer hereby adopts and agrees to be bound by the terms of the certain Trust Agreement creating the Carpenters Work Preservation Committee dated January 1, 1986, as such might be amended from time to time pursuant to the terms thereof, and further agrees to observe and be bound by the actions and determination of the Trustees of said Trust. At the discretion of the Trustees of said Trust, contributions for the Carpenters Work Preservation Committee Trust Fund may be increased up to an additional three cents (\$.03) per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees.

The Carpenters Work Preservation Committee Trust is established for the purpose of administering the Carpenters Work Preservation Committee as referred to in Section 2-A (Carpenters Work Preservation Committee) of this Agreement.

The Carpenters Work Preservation Committee Trust has been created as a tax qualified jointly trustee trust fund, the purposes of which are to perform the work preservation functions and those functions permitted pursuant to the Labor Management Cooperation Act of 1978 (29 U.S.C. 175 et seq.) and Section 302 (c)(9) of the Labor Management Relations Act, as amended (29 U.S.C. 186 (c)(9)).

It is further agreed that any funds contributed to such fund or funds created for the purposes set forth herein shall not be used for any membership solicitation by a contributor or participant to the Trust Agreement or Trust Agreements or Corporate Articles and By-Laws formed shall be accessible to any signatory Individual Employer or employers without regard to membership or non-membership in any employer association which may be signatory to an agreement requiring contributions to the fund or funds created pursuant to this Agreement.

All contributions and payments required pursuant to this Section or pursuant to the Trusts created hereunder shall not be deemed wages due to the employees with respect to whose work such contribution and payments are made.

Section 45-B Carpenters International Training Fund

Each signatory Individual Employer shall contribute the sum of ten cents (\$0.10) to the Carpenters International Training Fund, the amount listed in Section 39 (Wage Rates), for each hour worked by each employee covered by this Agreement. Each Individual Employer agrees to be bound by the Agreement and Declaration of Trust for the Carpenters International Training Fund dated March 1, 2015, as it exists and as it may be amended or restated and to such rules, regulations and other governing documents adopted pursuant to such Trust.

Section 46 Contributions for Superintendents

- A. The Union and the Employer agree that when an employee is working in a supervisory position above the rank of foreman or general foreman (where it appears in this Agreement), the Individual Employer may, on a case by case determination, make payments with respect to the employee's work into the Carpenters Health and Welfare Trust Fund for California on the basis of 145 hours per month regardless of the number of hours worked by any such employee in a month. If Health and Welfare payments are so remitted by the Individual Employer then payments shall also be required into the Carpenters Pension Trust Fund for Northern California on the basis of either a minimum of 145 hours per month regardless of the number of hours worked by any such employee in a month, or on the basis of actual hours worked if greater than 145, but not less than 145 hours per month in accordance with the schedules set forth in the Master Agreement; provided, however, the Individual Employer having made one (1) such payment on an employee shall continue to make such payments so long as the employee is in his employ. In the event that such employee remains affiliated with the Individual Employer in any capacity and the Individual Employer ceases to report or pay in full for Health and Welfare and Pension for the individual, the individual's Health and Welfare eligibility and any accrued hour bank shall immediately be forfeited. Furthermore, the parties agree that if in a given work month any delinquent contributions are due on behalf of any individual reported by the Individual Employer, or for whom contributions are required to be made, no hours for employees working in a supervisory position above the rank of Foreman or General Foreman shall be credited towards Health and Welfare and/or Pension benefits provided in this Agreement until the delinquency for that work month is resolved. Additionally, no eligibility for such supervisory employees shall be granted from an hour bank while an unresolved delinquency exists.

- B. The Union and the Employer agree that the Individual Employers covered by this Master Agreement may make payments into the Carpenters Health and Welfare Trust Fund for Northern California, and the Carpenters Pension Trust Fund for Northern California in the same manner as provided in Section 46 A on behalf of owners or partners provided that such individual is performing work within the 46 Northern California Counties area and that, if not an owner or partner would be working as a covered employee under the terms of this Master Agreement and provided further that the Individual Employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual remains affiliated in any active capacity with the Individual Employer within the 46 Northern California Counties area. In the event that an owner or prior owner, partner or prior partner remains affiliated with the Employer in any capacity and the Individual Employer ceases to report Health and Welfare and Pension for that individual, the individual's Health and Welfare eligibility and accrued hour bank shall immediately be forfeited. Furthermore, the parties agree that if any delinquent contributions for any work month are due on behalf of any individual reported by the Employer, or any individual for whom contributions are required to be made, no hours for owners or partners shall be credited towards any of the benefits provided in this Agreement until the delinquency is resolved. Additionally, no eligibility for such owner or partner shall be granted from an hour bank while an unresolved delinquency exists. Such individual shall be deemed an employee covered by this Agreement solely for the purpose of participating in said Trust Funds and shall have no other rights or privileges under this Agreement as an employee.
- C. The Union and the Employer agree that when an owner or partner, or an Employee who is working in a supervisory position above the rank of Foreman or General Foreman (where it appears in the Agreement), who is appropriately reported and for whom Health and Welfare and Pension contributions are made in accordance with Section 46 A or Section 46 B, the Individual Employer may also make payments with respect to the owner, partner or supervisory employee's work into the Carpenters Annuity Trust Fund for Northern California established by this Agreement and/or post tax deductions from wages to the Carpenters Vacation, Holiday and Sick Leave Trust Fund for Northern California established by this Agreement on the basis of either actual hours worked, or on the basis of 145 hours per month regardless of the number of hours actually worked, in accordance with the schedules set forth in the Agreement; provided, however, the Individual Employer having made one (1) payment on any such individual shall continue to make

such payments so long as the individual remains affiliated with the Individual Employer in an active capacity. The parties further agree that if any delinquent contributions are due on behalf of any individual reported by the Individual Employer, or for whom contributions are required to be made, no hours for individuals reported under this Section (46 C) shall be credited towards either Annuity or Vacation and Holiday benefits provided in the Agreement until the delinquency for that work month is resolved.

- D. The Union and the Employer agree that no hours reported under Section 46 shall be used to qualify for any disability benefit, credit, or extension provided by any of the Carpenter benefit funds established by this Agreement.
- E. The Union and the Employer agree that if an Individual Employer previously reported an owner, partner, or supervisory employee per Section 46 and then ceases reporting on behalf of any such individual that owner, partner, supervisory employee's hour bank will be cancelled, and the Individual Employer shall not be allowed to report said individual again. However, the Individual Employer may reinstate an individual by either retroactively contributing required contributions for twelve months from the current month, or if the failure to report lasted for a period less than twelve months, retroactively paying required contributions to fill in any gap between the current month and the last month for which hours were reported on behalf of the individual. If after one such gap is repaired, the Individual Employer again fails to report and remit required payments in accordance with Section 46, no additional repairs shall be allowed unless specifically approved by the Board of Trustees of the Health and Welfare and Pension Funds.
- F. The Union and Employer agree that in the event that an Individual Employer either reports, or attempts to report, and/or contribute on behalf of any individual not specifically covered by this Agreement, all contributions so remitted shall be forfeited and any benefit eligibility accrued to such an individual shall immediately be terminated. Furthermore, if any benefits created by this Agreement are paid to, or on behalf of such individual, by any of the Benefit Funds created by this Agreement, the Individual Employer shall be required to reimburse the Benefit Funds for such payments. Additionally, if such ineligible individual is so reported, the Individual Employer shall forfeit access to Section 46 of this Agreement for all owners, partners, and supervisory employees.

#### Section 47 Basis for Contributions

Payment of contributions for benefits as provided in Sections 40, 41, 42, 42-A, 43, 43-A, 44, 45, 45-A and 45-B shall be based upon all hours for which an employee has received payment; provided, however, that contributions shall not become compounded by overtime and all overtime hours for purposes of fringe benefit contributions shall be considered straight time hours.

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 Individual Employer agrees that he or it 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 Individual Employer further agrees that any or all of said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

#### Section 48 Subsistence

All subsistence shall be governed by the provisions of Appendix A of this Agreement.

#### Section 49 Hiring

1. The NCCRC shall establish and maintain open and nondiscriminatory employment lists for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such lists.
2. The Individual Employer shall first call upon the appropriate Local Union of the NCCRC having work and area jurisdiction for such workers as he or it may from time to time need, and such Local Union shall furnish the Individual Employer the required number of qualified and competent workers and skilled mechanics of the classifications needed by the Individual Employer in accordance with the provisions of this Section 49.
3. It shall be the responsibility of the Individual Employer when ordering workers, to give the appropriate Local Union all pertinent information regarding the workers' employment.

4. The Local Union will furnish in accordance with the request of the Individual Employer such workers of the classifications needed from among those entered on said lists to the Individual Employer by use of written referral in the following order of preference and the selection of workers for referral to jobs shall be on a nondiscriminatory basis:

- (a) Workers specifically requested by name who have been laid off or terminated as journeymen carpenters in the geographic area of the Local Union or the NCCRC, as the case may be, within three (3) years before such request by a requesting Individual Employer or a joint venture of which one or more members is a former employer now desiring to re-employ the same workers, provided they have maintained continuous union membership during the period since previous employment with the requesting employer and are available for employment. This provision shall also apply to Individual Employers wishing to rehire employees of a joint venture of which the Individual Employer was a member.

There shall be no restriction on the mobility of workers of the Individual Employers in the 46 Northern California Counties.

- (b) Effective January 1, 2008, for those classifications for which the Carpenters Training Committee offers journeymen certifications, such workers whose names are entered on said lists, who are certified and who are available for employment.
  - (c) Workers who within the five (5) years immediately preceding the Individual Employer's order for workers, have performed work of the type covered by this Agreement within the geographic area of the Agreement, provided such workers are available for employment.
  - (d) Workers whose names are entered on said lists and who are available for employment.
5. When ordering workers of the skills required, the Individual Employer will give notice to the appropriate 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 (17) hours, if possible, before the required reporting time and in the event that forty-eight (48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, the Individual Employer may procure workers from any source or sources. If workers are so employed, the Individual Employer shall promptly report to the

appropriate Local Union, having work and area jurisdiction, each such worker by name. In emergency cases workers may be dispatched other than at such dispatching times.

6. Subject to the foregoing, 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 any reason. The Individual Employer may discharge any employee for just cause as defined in Section 30 (Show Up Time, Termination Pay and Discharge); provided, there shall be no discrimination on the part of the Individual Employer against any employee for activities on behalf of or representation of the Union not interfering with the proper performance of his duties.
7. It is agreed that, notwithstanding the provisions of this section, the first Foreman and up to twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be employees designated by the Individual Employer.

Further, an additional twenty-five percent (25%) of the employees employed to perform work covered by this Agreement on any project may be selected by the Individual Employer from workers who are registered on the out-of-work list and who are members of the Local Union having jurisdiction over the job or project at any location in the 46 Northern California Counties and/or are workers who are qualified or meet the requirements of any mandated local hiring ordinance.

It is further agreed that, notwithstanding the provisions of this subsection, up to fifty percent (50%) of the employees employed to perform work covered by this Agreement on any residential project may be employees designated by the Individual Employer.

In all cases such employees shall be subject to the provisions of Section 12 (Union Security) and must be properly registered on the appropriate Local Union work list before dispatched.

The ratio of twenty-five percent (25%) and fifty percent (50%) to other employees shall not be increased during any time with respect to the job. Whenever employees are laid off, the ratio cannot be increased.

8. Available for employment shall mean:
  - (a) All individuals seeking employment under Subsection 1 of this section above shall comply with NCCRC policy regarding regularly established roll call time.
  - (b) All individuals eligible for referral shall be present at the Local Union during dispatching hours; provided they may be present at a location where they can be reached by telephone if they live in a remote area. This may be waived if, due to extenuating circumstances they cannot be personally present.
9. Dispatching hours shall be as determined by the NCCRC Hiring Hall Policy.
10. Each individual, upon being referred, shall receive a referral slip to be transmitted to the Individual Employer representative at the jobsite, indicating his/her name, address, the last four digits of the Social Security number, type of job, date of proposed employment and date of referral. If requested by the Individual Employer, the referral slip shall be transmitted via facsimile to the Individual Employer representative at the jobsite.
11. To ensure the maintenance of a current registration list, all individuals who do not re-register within two (2) weeks of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this section they shall maintain their previous position on such list.
12. Individuals shall be eliminated from the registration list for the following reasons:
  - (a) Dispatched to the job – except that any individual who is rejected by the Individual Employer or who has received no more than the equivalent of forty (40) hours straight time pay shall retain his/her position on said list.
  - (b) Failing to accept suitable employment two (2) times 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 such individual.
  - (c) Unavailable for employment during the current week.



- (d) Any individual dispatched to a job who fails to report for work or voluntarily terminated prior to receiving the equivalent of forty (40) hours pay shall be placed at the bottom of the list, provided he or she re-registers.
13. The Local Union shall place at the end of the journeyman registration list any person on the list who demonstrates a lack of journeyman skills, qualifications, or work ethic. A person's lack of skills, qualifications, or work ethic shall be based on the following: at least three (3) different Individual Employers have documented in writing within a nine (9) month period the person's lack of skills, qualifications or work ethic.

A person placed at the end of the registration list shall be referred to the Carpenters Training Committee for testing and evaluation. If the Training Committee determines that the person has the skills and qualifications of a journeyman carpenter, such person shall be reinstated to his/her place on the registration list. If the Training Committee determines that the person does not have the required skills and qualifications of a journeyman, the Training Committee shall prescribe a course of training and the person shall remain where they were placed on the registration list.

Once a person receives three (3) letters, the person shall not be able to select any classification on the list for which he/she has received a letter, until he/she is evaluated by the Training Committee. Written notification shall be presented to the journeyman at the time of termination and a copy shall be sent to the Union.

After evaluation, the person shall not be able to select any classification on the list for which he/she has been determined to lack the required skills and qualifications until he/she successfully completes the course of training prescribed by the Training Committee.

14. No individual who is rejected by the Individual Employer shall be referred to such Individual Employer with respect to the same request pursuant to which he/she was initially referred.
15. The Local Unions shall post in places where notices to applicants for employment with the Individual Employer are customarily posted, all provisions relating to the functions 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, including the provisions set forth in this section.

16. Selection of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory 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 Section 12 (Union Security) of this Agreement.

Any person, including an Individual Employer aggrieved by the operation of the hiring hall provisions of this section, has the right to submit his/her grievance to permanent hiring hall neutral Arbitrator who shall be Mark Divelbiss, or his successor, provided such submission is made in writing, stating the reasons for the grievance, within ten (10) work days after occurrence of the grievance. The neutral hiring hall 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 each Local Union or the NCCRC. Notices required by this subsection shall be mailed or delivered to Mark Divelbiss, 5938 Rincon Drive, CA 94611. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of the arbitration should be borne equally by the Employer and the Union regardless of which Local Union, the NCCRC or Individual Employer is involved.

17. Any person dispatched in accordance with this Section by accepting such dispatch shall be deemed to have assigned to the Union his/her rights to collect unpaid wages or Trust Fund contributions.
18. The procedural rules for the operation of the NCCRC Hiring Hall shall be those Uniform Hiring Hall rules as established, amended or modified from time to time by the NCCRC pursuant to its Bylaws.
19. It is the intent of the parties through a labor-management committee to provide a journeyman certification process for the following skills: welding, concrete, scaffolding, lifts, doors and hardware, bridge building and metal framing.

#### Section 50 Work Preservation, Contracting and Subcontracting

1. The purpose of this Section 50 is to preserve and protect the work opportunities that will be available to employees covered by this Agreement at the jobsite or job yard.

2. The terms and conditions of this Agreement, insofar as it affects the 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 jobsite or job yard, and said subcontractor with respect to such work shall be considered as an Individual Employer covered by this Agreement.
3. If an Individual Employer shall subcontract work herein defined, the work will be subcontracted to a subcontractor signatory to the appropriate Agreement with the Union. Such subcontract shall state that such subcontractor is or agrees to become signatory to an appropriate Agreement with the Union and will comply with all the terms and provisions of said Agreement including the payments of wages, Trust Fund contributions and fringe benefit payments. A copy of the subcontract and signature shall be furnished to the Union upon request.
4. The term “subcontractor” means any person, corporation or other entity, other than an employee covered by this Agreement, who agrees, orally or in writing, to perform for, or on behalf of the Individual Employer, any part or portion of the work covered by this Agreement. The subcontractor shall be properly licensed as required by the California State Contractors License Law.
5. The Individual Employer will give written notice to the NCCRC and/or Millwrights Local 102, (see Appendix B, Section 15) as the case may be, of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract and/or prior to commencement of work by the subcontractor, unless such notice is prevented by emergency conditions, and shall specify the name and address of the subcontractor.
  - (a) If thereafter the subcontractor becomes delinquent in the payment of any wages, Trust Fund contributions, or fringe benefit payments, then the NCCRC, Local Union or the Trust Fund office shall give prompt notice of the delinquency, confirmed in writing, to the Individual Employer and to the subcontractor. The notice shall specify the name and amounts, if known, of the delinquency.
  - (b) Said notification by the NCCRC, Local Union or the Trust Fund office shall be provided within twenty (20) days of publication of the Delinquency list provided by the Trust Funds or if in the case of failure to pay wages five (5) days from the applicable pay day. If such notice is given, the Individual Employer shall pay and

satisfy only the amount of any such delinquency by such subcontractor occurring within ninety (90) 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 subcontractor.

- (c) Notwithstanding the provision set forth above, if the subcontractor is found in violation of the hiring provisions of this Agreement, pursuant to the provision of Section 51 (Grievance Procedure), and the Union is unable to collect from the subcontractor the damages determined to be owing for such violation, the Individual Employer shall then be liable for the payment of such damages. The total of this liability, as it would apply to the Individual Employer, shall be no more than five (5) days' violation or the total of the subcontractor's retention being held by the Individual Employer, whichever amount is greater.
6. If the Individual Employer fails to give written notice as required in this Section 50, he shall, until notice is received, assume liability for any violation of the terms and conditions of this Agreement at that particular jobsite or job yard, as may be determined by Section 51 (Grievance Procedure). If the subcontractor is signatory or otherwise bound to an Agreement with the Union, the Individual Employer shall be liable only for delinquencies as set forth in subsection 5a of this Section 50 for work on that jobsite or job yard. If the subcontractor is not in compliance with this Agreement, then the Individual Employer shall be liable for any violation of this Agreement on that jobsite or job yard.
7. If the Union or the NCCRC thereof should make demand in writing for exercise of this Section, the Individual Employer will require that any subcontractor of the Individual Employer specified in the demand will, if he has not already done so, post a surety bond in an amount not to exceed \$75,000.00 to cover payments of wages, Trust Fund contributions and fringe benefit payments specified in this Agreement. Failure of the Individual Employer to comply with this Section within two (2) days of demand will make the Individual Employer liable for the delinquencies of the subcontractor occurring on the Individual Employer's specific job. (The amount of the bonds specified in this subsection in no way affects the amount specified for bonding purposes elsewhere in this Agreement).
8. Notwithstanding any other provision of this Agreement or this Section 50, on any residential construction, all work covered by this Agreement shall be performed by the Individual Employer or prime carpentry

contractor, and no such work shall be subcontracted to any other contractor except the installation of foundations, overhead garage doors, plastic sink tops, hardwood floors, roof and exterior wall shingles, traditional normal drywall, patio glass sliding doors, stairs, underlayment, base, acoustical ceilings, steel scaffolding, lathing and insulation. The Individual Employer or prime carpentry contractor shall provide all materials and the Individual Employer or prime carpentry contractor shall employ all employees covered by this Agreement who shall be shown on its payroll records except as provided herein. The remedies for default provided in this Section 50 shall apply directly to the Individual Employer or prime carpentry contractor. The Individual Employer or prime carpentry contractor shall be responsible for and shall directly employ employees covered by this Agreement to perform all work in connection with the construction of all walls and roof framing, installation of all sub-flooring, all exterior sheathing, installation of all metal or wood sash, doors, installation of all trim, installation of all types of cabinets, wardrobes and sliding doors.

9. 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 statute, rule, regulations, or law.
10. The provisions of this Section may be enforced only through the grievance and arbitration provisions of this Agreement.
11. It is the intent of the parties to enforce the provisions of this Section only to the extent permitted by law.
12. Notwithstanding any provisions of this Agreement or any Memorandum Agreement to the contrary, the provisions of this Section shall not be enforced by strike action or any other form of job shutdown or work interference; provided, however, that the rights provided in Section 51 (Grievance Procedure) of this Agreement are retained to enforce primary obligations of any Individual Employer.
13. Payment by cash or second or multiple checks or combination thereof and the payment of excessive premium rates, excessive travel time, or

bonuses shall be prima facie evidence of an attempt to violate the provisions of this Section. The foregoing shall not apply to an annual bonus paid to supervisors.

14. No subcontract shall be in compliance with this Section if the effect of such subcontract is to diminish, eliminate or circumvent the payment of wages and fringe benefits to employees covered by this Agreement.

#### Section 51 Grievance Procedure

Any dispute concerning any application or interpretations of this Agreement shall be subject to the following procedure.

1. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer and/or the Field Representative of the appropriate Local Union or the NCCRC who shall then attempt to adjust said grievance or dispute at the jobsite 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 the NCCRC or otherwise authorized Union Representative and the Individual Employer or his 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 one (1) member named by the Union, one (1) member named by the Association and an Impartial Arbitrator. The parties shall select an alternate to the permanent neutral Arbitrator who shall serve only in the event the permanent neutral Arbitrator is unable to serve. 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 rule or procedure which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
  - (a) 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. Any transcript ordered by any party shall be at the expense of the party ordering the transcript.

- (b) In the case of 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. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
  - (c) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. By agreement of both parties, the Impartial Arbitrator may be changed or replaced.
  - (d) The Board of Adjustment or the Arbitrator may fashion an appropriate remedy to resolve the issue including, but not limited to, back pay, money damages, injunctive relief, audit, payment of wages and fringe benefits to persons damaged by the contract violations, interest or attorneys' fees.
  - (e) Any grievance involving an Individual Employer not a member of any of the signatory associations shall be submitted directly to the Arbitrator unless the Individual Employer agrees to submit the matter to the Board of Adjustment.
- 6. Disputes arising out of work assignment, which are governed by Section 16 (Jurisdictional Disputes), will not be heard at these panels.
  - 7. The Board of Adjustment shall meet within forty-five (45) days on any item properly before the Board. Failure of either party to meet or to participate shall cause the Board or Arbitrator to hear and decide the matter on a default basis.
  - 8. 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.
  - 9. 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, provided, however, that the Union may not enforce the provisions of Section 50 (Subcontracting) by economic action or picketing.

10. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne equally by the parties hereto.
11. No proceeding 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 Arbitrator or Board may for good cause, accept a late submission, which shall then be decided by the Board of Adjustment.
12. 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.
13. 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, or the United States District Court for the Northern District of California. Any party who fails or refuses to comply with a decision of a Board of Adjustment or an award of the Arbitrator, as the case may be, shall be responsible for reasonable attorneys' fees for the filing and trial of any petition to confirm and enforce said decision or award in addition to all other remedies available through law, unless the petition is denied.
14. All hearings of the Board of Adjustment shall be in the City and County of San Francisco, and/or County of Alameda, unless mutually agreed to move to another location.
15. Other than matters concerning discharge, no proceedings mentioned hereinabove on any dispute, complaint or grievance shall be recognized unless called to the attention of the Employer and the Union within thirty (30) days after the last date the alleged violation was committed.
16. On all cases relating to discharge or discipline, employees must file their grievances with the Local Union or the NCCRC within three (3) working days after the imposition of the discharge or discipline. Thereafter, the Local Union or the NCCRC must file its grievance with the Board of Adjustment within four (4) working days after the employee files his/her grievance. The Board shall meet within seven (7) working days following submission of the grievance. 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 on behalf of, or representation of the Union not interfering with the proper performance of his/her duties.

17. If failure of a Board of Adjustment to meet within one week (7 working days) is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above seven (7) working days. If the Employer or Individual Employer, or Arbitrator is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing.
18. The parties to this agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from the Wage Order shall be processed under and in accordance with Section 51 (Grievance Procedure).

In addition to claims for meal period and rest period violations governed by Section 22, the following claims and claims for associated penalties shall be resolved exclusively through the procedures set forth in this Section 51, and shall 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 and the Industrial Welfare Commission Orders for: unpaid wages (e.g. claims for hours worked off the clock, overtime wages, minimum wages, incorrect rate(s) of pay, and travel time); heat illness recovery violations; waiting time penalties; reimbursement of expenses (e.g. tools, cell phone charges, mileage and subsistence); recordkeeping of personnel files, time records and payroll records; and violation of Labor Code sections 212 and 226.

It is mutually agreed that this Agreement prohibits any and all violations of the sections of the California Labor Code that are listed in section 2699.5 of the California Labor Code and would be redressable pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Such claims shall be resolved exclusively through the procedures set forth in this Section 51 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 permanent 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 and Workforce Development Agency.

For rest period and meal period claims, the time limit for bringing such claims is the time limit for bringing grievances under this Section 51. For all other claims covered by this subsection 18, the intent of the parties is to use the shortest time limit permitted by applicable law, as determined by the arbitrator. All substantive and procedural rights applicable to mandatory arbitration or employment claims shall be observed, e.g., the right to more than minimal discovery, payment of costs by the employer, a written award, etc. The permanent arbitrator shall manage all such claims with due regard for the rights of the employees and the inherent advantages of arbitration over court proceedings.

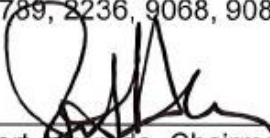
Wherever the Wage Order refers to collective bargaining agreements, this AGC/Carpenters Master Labor Agreement shall be deemed to satisfy all of the requirements for treatment as a qualified collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document this 19th day of December, 2018 in Oakland, California.

THE CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES  
CONFERENCE BOARD, UNITED BROTHERHOOD OF CARPENTERS AND  
JOINERS OF AMERICA

On behalf of:

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL FOR LOCAL  
UNIONS NO.: 22, 34, 35, 46, 102, 152, 180, 217, 405, 505, 605, 701, 713, 751, 1109,  
1599, 1789, 2236, 9068, 9083, 9109 and 9144.

By   
Robert Alvarado, Chairman

By   
William Feyling, Executive Director

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.:

By   
Peter Tateishi, CEO

By   
Cliff Kunkel, AGC/Carpenters Crafts Committee Chair

APPENDIX A

SUBSISTENCE

1A. On all work covered by this Agreement, as described in this Appendix A, the following shall apply to public projects advertised and private projects bid or negotiated prior to September 1, 2014. In addition, for public projects advertised and private projects bid or negotiated on or after September 1, 2014, the following shall apply through June 30, 2015.

(a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:

Auburn  
Chico  
Cloverdale  
Eureka  
Fresno  
Jackson  
Kings Beach  
Manteca  
Merced  
Monterey  
Oakland  
Redding  
San Jose  
Santa Rosa  
South Lake Tahoe  
Visalia  
Willits  
Woodland

(b) On any job or project located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of twenty-five dollars (\$25.00) per day. The Individual Employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.

(c) The area known as Geysers is a ten dollar (\$10.00) subsistence zone.

- (d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.
- 1B. On all work covered by this Agreement, as described in this Appendix A, the following shall apply, effective July 1, 2015, for public projects advertised and private projects bid or negotiated on or after September 1, 2014:
- (a) No subsistence shall be paid on any job or project located less than fifty (50) road miles from any city hall or post office in the following cities:
- Auburn
  - Chico
  - Cloverdale
  - Eureka
  - Fresno
  - Jackson
  - Kings Beach
  - Manteca
  - Merced
  - Monterey
  - Oakland
  - Redding
  - San Jose
  - Santa Rosa
  - South Lake Tahoe
  - Visalia
  - Woodland
- (b) On any job or projected located fifty (50) or more road miles from a city hall or post office located in a city listed in paragraph 1(a), subsistence shall be paid at the rate of fifty dollars (\$50.00) per day. The Individual Employer shall pay to each employee covered by this Agreement the amount shown above for each day's work in addition to their regular and overtime wages as subsistence.
- (c) The area known as Geysers is a subsistence zone.
- (d) Work performed at the Mt. Hamilton Observatory or facilities adjacent thereto shall be a subsistence zone.

2. Exemption to the requirement for payment of subsistence:

The Individual Employer shall not be required to pay subsistence to employees covered by this Agreement where employees are employed to work:

- (a) At the individual employer's permanent yard;
- (b) At the individual employer's permanent shop;
- (c) On buildings of three (3) stories or less which are a part of a residential construction project located within the subsistence area;
- (d) On streets, roadways and utilities, which are a part of a residential construction project of buildings of three (3) stories or less, located within the subsistence area.

This exemption does not apply to camps, highways, dams, tunnels or similar heavy engineering projects.

- 3. On all other work located within the subsistence area when any employee works two (2) or more hours in any one (1) day, he/she shall be paid the subsistence allowance for that day. Such pay shall be paid to employees by separate check.
- 4. The Individual Employer's daily charge for board and lodging on jobs where subsistence is paid shall not exceed the daily subsistence allowance paid the employee.
- 5. Such payments for subsistence shall be excluded from the wages of the employee for the purpose of the Fair Labor Standards Act and shall be paid to such employee by check weekly and identified separately therein. Subsistence is defined as reimbursement for food, lodging and living expenses out of town and is not a wage or reimbursement for time spent going to or from the jobsite.
- 6. If an employee is transported by the Individual Employer from a permanent yard or shop located in a free zone to work in a subsistence zone and transported back to the same permanent yard or shop in a free zone, all on the same day, on the Individual Employer's time, he shall not receive subsistence.
- 7. Both parties agree to meet and confer relative to subsistence where extremely adverse conditions exist with respect to job site access.

APPENDIX B

46 Counties of Northern California  
MILLWRIGHTS AGREEMENT

In Addition to the  
46 Counties Carpenters Master Agreement

In addition to the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following working rules and wage rates shall apply to Millwrights.

Effective July 1, 2018, these conditions, rules and wage rates shall cover the Millwright Local Union within the 46 Counties.

Section 1 Travel and Subsistence

No Millwright shall use his/her vehicle for other than personal travel to and from the job.

1. If transportation is not furnished by the employer, Millwrights shall receive travel and/or subsistence expense as follows:
  - (a) For the counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo, travel shall be established from the center of the Oakland Bay Bridge 0.2 miles west of the westerly end of the Yerba Buena Tunnel. In the remaining counties covered by this Agreement from the City Halls of Chico, Eureka, Fresno, Modesto, Monterey, Redding, Sacramento, San Jose, Santa Rosa, Stockton, Vallejo and Visalia. Travel from the above defined points shall be as follows:
    - (b) Over fifty (50) miles in free zone:
      - i. twenty-five dollars (\$25.00) per day worked for public projects advertised and private projects bid or negotiated prior to September 1, 2014, and through June 30, 2015 for public projects advertised and private projects bid or negotiated on or after September 1, 2014.
      - ii. fifty dollars (\$50.00) per day worked, effective July 1, 2015 for public projects advertised and private projects bid or negotiated on or after September 1, 2014.

- (c) Millwrights employed in the subsistence area set forth in the subsistence map in the 2011-2015 Carpenters Master Agreement shall receive:
- i. fifty dollars (\$50.00) per day worked for public projects advertised and private projects bid or negotiated prior to September 1, 2014, and through June 30, 2015 for public projects advertised and private projects bid or negotiated on or after September 1, 2014.
  - ii. seventy-five (\$75.00) per day worked, effective July 1, 2015 for public projects advertised and private projects bid or negotiated on or after September 1, 2014.
- (d) Special condition for Humboldt County and Ft. Bragg proper is subsistence for non-residents only. \*Travel shall apply for residents as set forth in 1.a. above.

\*Residents of Ft. Bragg proper shall be defined as living within twenty (20) road miles of Ft. Bragg city hall.

- (e) Map Description – Area No. 1 Free Zone

Commencing with the mouth of the Carmel River in Monterey County,  
Thence easterly along the north bank of Carmel River to Tularcitos Junction,  
Thence southeasterly along Tularcitos Road to Arroyo Seco Road,  
Thence along south fork of Arroyo Seco Road to Greenfield and Highway 101,  
Thence southerly along center line of Highway 101 to San Lucas,  
Thence easterly along center line of Highway 198 to Coalinga,  
Thence southerly along center line of Highway 33 to Kern County line,  
Thence easterly along north boundary line of Kern County to intersection of said county line and Highway 65,  
Thence northerly along center line of Highway 65 through Porterville, Exeter, Badger to intersection of Highway 65 and Highway 180,  
Thence on a straight line in a northwesterly direction to Pine Ridge,  
Thence along center line of county road to Auberry,  
Thence northerly along center line of county road to North Fork, Lakeview, to intersection of said county road and Highway 41,



Thence northerly along center line of Highway 41 to intersection of Highway 41 and Highway 49,  
Thence northerly along center line of Highway 49 through Mariposa, Coulterville, Chinese Camp, Sonora, Jackson, Placerville, Auburn, Grass Valley to San Juan,  
Thence on a northerly line to Challenge,  
Thence along center line of county road through Woodleaf to Strawberry Valley,  
Thence northerly along west boundary of Plumas County to intersection of Highway 36,  
Thence northwesterly along center line of Highway 36 to intersection of Highway 36 and Highway 89,  
Thence northerly along Highway 89 to intersection of Highway 89 and west boundary of Section 22, Township 30 north, Range 4 east of Mount Diablo Base and Meridian,  
Thence northerly to northwest corner of Section 3, Township 30 north, Range 4 east,  
Thence westerly along Township 30 north, to the intersection of Mount Diablo Meridian,  
Thence northerly to the northeast corner of Township 34 north, Range 1 west,  
Thence westerly along Township 34 north, to eastern boundary of Trinity County,  
Thence southerly to intersection of county road,  
Thence southerly along center line of county road to Tower House,  
Thence westerly along center line of Highway 299 to intersection of eastern boundary of Trinity County,  
Thence southerly along east boundary to Trinity County line to the intersection of the west boundary of Range 7 west,  
Thence south to southwest corner of Township 30 north, Range 7 west,  
Thence southerly along western boundary of Range 6 west to the intersection of Colusa County line of western boundary to Township 16 north, Range 6 west,  
Thence southerly along east boundary of Lake County to intersection of Highway 20,  
Thence westerly along center line of Highway 20 to intersection of Highway 101,  
Thence southerly along Highway 101 to intersection of county road,  
Thence westerly along center line of county road to Comptche,  
Thence from Comptche south to southwest corner of Township 16 north, Range 15 west,

Thence easterly to northwest corner of Township 15 north, Range 14 west,  
Thence southerly to southwest corner of Township 14 north, Range 14 west,  
Thence easterly to northwest corner of Township 13 north, Range 13 west,  
Thence southerly to southwest corner of Township 13 north, Range 13 west,  
Thence easterly to northeast corner of Township 12 north, Range 12 west,  
Thence southerly to southwest corner of Township 11 north, Range 12 west,  
Thence easterly to northwest corner of Township 10 north, Range 11 west,  
Thence southerly along western boundary of Range 11 west to southwest corner of Township 8 north, Range 11 west,  
Thence westerly to southeast corner of Section 33 of Township 8 north, Range 12 west,  
Thence southerly along coastline of California to north bank of Carmel River, the point of beginning.

The following map descriptions shall be called Area 3 and shall be a subsistence zone within Area 1:

Commencing with the southwest corner of Township 7 south, Range 3 east, Mount Diablo Base and Meridian,  
Thence northerly along the easterly line of Range 2 east to the intersection of the northerly boundary of the Santa Clara County line,  
Thence easterly along said county line to the easterly line of Range 4 east,  
Thence southerly along said easterly Range line to the southeasterly corner of Township 7 south, Range 4 east,  
Thence westerly along southerly boundary of said Township 7 south to the point of beginning.

Map Description – Area No. 2 Subsistence Zone

From the Pacific Ocean at the southwest corner of Township 2 north, Range 3 west, Humboldt Base and Meridian,  
Thence easterly to northwest corner of Township 1 north, Range 1 west,

Thence southerly to southwest corner of Township 1 north, Range 1 west,  
Thence easterly along Humboldt Baseline, to northwest corner of Township 1 south, Range 1 east,  
Thence southerly along Humboldt Meridian to intersection of county road north of Honeydew,  
Thence northeasterly along center line of county road to Dyerville,  
Thence on a straight northeasterly line to Bridgeville,  
Thence northeasterly on Highway 36 to intersection of eastern boundary of Township 1 north, Range 3 east,  
Thence northerly on eastern boundary of Range 3 east, to northwest corner of Township 9 north, Range 4 east,  
Thence westerly along center line of county road through Martin's Ferry to Orick,  
Thence south along coastline to the point of beginning.

- f. Travel expenses in subsistence areas as outlined above will be paid, at the rate specified in 1(b) at the beginning and at the completion of each job, or termination of the employee, except for jobs performed in one (1) day or less and the employee is paid or furnished transportation.

## Section 2 Show-Up Time

- A. When workers are ordered and dispatched for work and report for work on the same day, they shall be paid hours worked plus two (2) hours reporting, but not to exceed eight (8) hours on a regular eight (8) hour shift.
- B. Except on the first day of employment when workers report to work and no work is provided, they shall receive four (4) hours pay and travel or subsistence, whichever may apply. If a Millwright employee is required to report to work and no work is provided as a result of inclement weather, the employee shall be paid subsistence or travel for the day as spelled out in Section 1 (Travel and Subsistence), whichever may apply.
- C. The regular lunch period for Millwrights shall start no less than three and one-half (3 ½) nor more than five (5) hours after the start of any regular shift. Any Millwright who works more than a five (5) hour period without a meal period shall be paid for all work in excess of said five (5) hour period (at the prevailing overtime rate) until a meal is provided (such pay shall be reckoned by the hour and the half hour). The established lunch period will constitute the reckoning of the day or half day. If the job

circumstances require Millwrights to work more than ten (10) hours on a shift, they shall have a second meal period of one-half (½) hour and an additional meal period every four (4) hours thereafter. Such meal period shall be paid for at the prevailing overtime rate by the Individual Employer.

- D. Notwithstanding the multiple shift-three (3) day requirement a single or multiple approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the basis of eight (8) hours pay for seven and one-half (7 ½) hours work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half not to exceed four (4) hours. Overtime work in excess of four (4) hours shall be double time.

### Section 3 Foreman

- A. When two (2) or more Millwrights are employed on a job, one (1) shall be foreman and be paid foreman's pay.
- B. In all 46 Counties a Millwright Foreman may not supervise more than one (1) jobsite. No one (1) Millwright Foreman shall supervise more than ten (10) Millwrights. Effective July 1, 2017, Foremen shall receive three dollars and fifty cents (\$3.50) over Millwright's scale. Effective July 1, 2019, Foremen shall receive four dollars and fifty cents (\$4.50) over Millwright's scale. Effective July 1, 2021, Foremen shall receive five dollars and fifty cents (\$5.50) over Millwright's scale. Either a Millwright Foreman or General Foreman, having supervision over other crafts, shall receive not less than the regular hourly rate of the highest paid classification over which he has supervision, providing that the employee receiving the highest rate of pay (other than a Millwright) shall be on the Individual Employer's payroll. In the above case the Millwright shall not receive less than the Millwright Foreman or General Foreman's scale.
- C. When there are three (3) or more Millwright Foremen employed by the Individual Employer on the jobsite, there shall be designated one (1) General Foreman and he shall receive the General Foreman rate, one dollar and fifty cents (\$1.50) per hour over Millwright Foreman's scale. Effective July 1, 2019 General Foremen shall receive two dollars and fifty cents (\$2.50) over Millwright Foreman's scale. Effective July 1, 2021, General Foremen shall receive three dollars and fifty cents (\$3.50) over Millwright Foreman's scale.

Section 4 Fringe Benefit Rates

A. Millwrights Fringe Benefits Hourly Rates (Entire 46 Counties Area):

Effective date	07-01-18
Health & Welfare	\$11.45
Pension	\$10.10
Apprentice Training	\$ .93
Vacation/Holiday/Sick Leave Admin.	\$ .05
Millwrights Vacation	\$ 2.35
Work Fee	\$ 2.18
Industry Promotion	\$ .15
Carpenters International Training Fund	\$ .10
Work Preservation	\$ .05
Millwrights Annuity Fund	\$ 3.75

B. Future Wage and/or Fringe Benefit Considerations (2019-2023):

Wage and fringe benefit increases will be paid pursuant to Section 39 F of the 46 Counties AGC/Carpenters Master Labor Agreement.

Section 5 Millwright Annuity Plan

- A. Effective July 1, 2014, each Individual Employer covered by this Agreement will contribute the sum of three dollars and seventy-five cents (\$3.75) per hour for each hour paid for or worked by Millwrights employed by such Individual Employer under this Agreement to the Annuity Plan as established pursuant to this Agreement.
- B. Such contributing Individual Employer agrees to be bound by that certain Trust Agreement establishing the Fund dated July 1, 1980, as such has been or may from time to time be amended or supplemented. The Union and the Employer agree that this plan is and has been a Defined Contribution Plan.
- C. The Individual Employer further agrees that he or it does irrevocably designate and appoint the employer members of said Trust Fund as his or its attorneys in fact for the selection, removal and substitution of the Trustees or Board members as provided in said Trust Agreement as may be provided by or pursuant to said Trust Agreement or Annuity Plan.

- D. There shall be no duplicating contribution with respect to any employee or the work of any employee.

#### Section 6 Millwright Vacation and Work Fee

Effective July 1, 2014, each Individual Employer covered by this Agreement will contribute the sum of two dollars and thirty-five cents (\$2.35) per hour for each hour paid for or worked by Millwrights employed by such Individual Employer under this Agreement to the Millwrights Vacation Plan as established pursuant to this Agreement.

Effective for all work performed on or after August 1, 1983, there shall be a nineteen cents (\$.19) Work Fee established for each hour worked or paid for under Appendix B of this Agreement to be paid to Millwrights Local Union #102. This Work Fee shall be established on the same basis and shall be paid in addition to that currently being paid under Section 43-A (Work Fee) of this Agreement.

#### Section 7 Millwright Employers Construction Advancement Program

The Millwright Employers Association, being a party to the collective bargaining agreement with the Carpenters 46 Northern California Counties Conference Board, United Brotherhood of Carpenters and Joiners of America and a signatory Association devoted exclusively to contractors who employ large numbers of Millwrights, will participate in the Construction Industry Advancement Program as contained in the AGC/Carpenters Master Labor Agreement, Carpenters 46 Northern California Counties Conference Board. Accordingly, the Carpenter Trust Fund office will be advised to assign a Trust Fund Association code number to the Millwright Employers Association and a fifteen cent (\$.15) per hour contribution for each hour worked or paid for will be credited to the Millwright Employers Association for all of their members performing work under the collective bargaining agreement as well as all independent, unassigned and/or National Millwright contractor hours.

#### Section 8 Tools

- A. The Individual Employer shall provide on each jobsite a reasonably secure place where Millwrights may keep their tools and special protective clothing. Where five (5) or more Millwrights are employed on a single job or project, the Individual Employer shall provide a separate and secure place, under lock and key, for the exclusive use of the Millwrights. The Individual Employer shall also provide nine hundred and fifty dollars (\$950.00) indemnification to protect Millwrights against loss or damage to entire kit of tools or special protective clothing while

in the Individual Employer's care, resulting from loss or damage due to a fire or theft.

- B. In the event a Millwright has more than one kit or tools on the job, indemnification shall be the replacement value of this inventory, but in no event to exceed one thousand seven hundred dollars (\$1,700.00). Millwrights shall not furnish the following tools: Open or box end wrenches or sockets over one and one-fourth inch (1 ¼"), master levels, drill bits, taps and reamers, micrometers over one-inch (1"), or no more than two (2) dial indicators.
- C. A cap of ten (10) working days will be placed on the time the employer has to reimburse the employee for loss of tools. The employee is required to provide the Individual Employer with an inventory of all of his/her tools used on the job at the start of the job.
- D. On all jobsites where inclement weather, heat, dust, cold, or other adverse conditions prevail, and/or another craft has a change area, a safe and secure change area shall be provided for the sole use of the Millwrights on the jobsite or job yard.
- E. Welding hoods, gloves and sleeves shall be considered tools and, therefore, shall be replaced in kind if damaged or stolen on the jobsite.
- F. The Individual Employer, at his own option, may also replace individual tools lost or damaged on the jobsite. The Individual Employer shall replace any tool owned by an employee modified at the Individual Employer's request, but such modified tools shall then become the property of the Individual Employer.
- G. The Individual Employer shall furnish all necessary safety protection equipment. When normal protective equipment cannot be used, there shall be a meeting of the Union and the Individual Employer to work out a mutually agreeable safety practice.
- H. The Individual Employer shall furnish waterless hand cleaner and rags for personal cleanup.

#### Section 9 Pick-Up Time

- A. Each Millwright shall be entitled to pick-up time for personal tools at the end of each day, which shall not be less than five (5) or more than fifteen (15) minutes, exact time to depend on accessibility to actual place of work, and to be established by mutual agreement at a jobsite conference

between a representative of the Individual Employer and a representative of the Union.

- B. Millwrights receiving notice of discharge or layoff shall be allowed a reasonable time not less than thirty (30) minutes before the end of the shift in addition to pick-up time prevailing on the job to assemble their tools.

#### Section 10 Welders

- A. A certified Millwright welder is one who has passed a qualification test (such as ASME test, or one equivalent thereto) given by a recognized testing laboratory within the prior twenty-four (24) months. When a Millwright welder, certified within the past twenty-four (24) months by a recognized testing laboratory, is required to pass another test, the Individual Employer shall pay for time required for such test and testing lab fee.
- B. When, as a condition of employment, an Individual Employer requires a certified welder to re-certify at the jobsite, the Individual Employer shall provide the employee with a copy of his/her certification papers upon layoff or completion of job. It is understood this section shall not apply to employees who quit or are discharged for cause.

#### Section 11 Overtime

- A. On all construction, the first two (2) hours prior to the start of the regular or approved day or the first four (4) hours after the end of the approved or regular work day, not to exceed a total of four (4) hours in any one (1) day shall be paid at time and one-half.

Time and one-half shall be paid for the first eight (8) hours worked on designated off days and/or Saturdays.

All other time shall be paid at double the straight time rate.

If work is to be performed on a specific construction jobsite on Saturday, Sunday, designated off days or holidays, Millwrights employed the preceding five (5) regular work days shall be given the opportunity to work such overtime.

- B. Special Single Shift: A single approved shift may be established where the premises cannot be vacated in whole or in part until the close of business. Workers then reporting for work shall be paid on the basis of



eight (8) hours pay for seven and one-half (7 ½) hours work. Any work prior to the approved shift and any work after the approved shift period shall be at time and one-half, not to exceed four (4) hours. Overtime work in excess of four (4) hours shall be double time.

## Section 12 Work Covered

- A. This Agreement shall cover and apply to all work of the Individual Employer falling within the recognized jurisdiction of the Millwright Union as spelled out in the UBC Jurisdictional Claims Handbook approved by the General Executive Board of the United Brotherhood of Carpenters and Joiners of America dated January 1, 1961, including, but not limited to, all recognized tools and equipment of the trade on new construction, repair, modifications, or maintenance work, including, but not limited to, all moving of machinery and/or equipment installed by Millwrights, making of skids and crates, skidding and unskidding, crating and uncrating and installation of lubrication and/or hydraulic lines or piping (on machines set by Millwrights) that come to the jobsite prefabricated, and computer floors.
- B. The work of the Millwright as spelled out in the Jurisdictional Claims Handbook referred to in Section A, above, is as follows:

The term "MILLWRIGHT AND MACHINE ERECTORS" shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all machinery and equipment installed either in buildings, factories, structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or servicing, be it powered or receiving power manually by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air, or chemically, and in industries such as and including (identified for the purpose of description but not limited to) the following: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal, water plants, laundry, bakery, mixing plant, can, bottle and bag packing plant, textile mills, paint mills, breweries, milk processing plants, power plants, aluminum processing or manufacturing plants, amusement and entertainment field. Installation of mechanical equipment in atomic energy plants; installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating

bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled.

The installation of, but not limited to, the following: setting of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports, automated vehicle storage units, vehicle lifts, robotics, robots of all types, including stands, fixtures and safety guarding fencing, escalators, man lifts, moving sidewalks, hoists, dumbwaiters, all types of feeding machinery, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in the manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives, directly or indirectly coupled to motors, belts, chains, screws, legs, guards, boots, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants, splicing of ropes, cables.

The laying out, fabrication and installation of protection equipment including machinery guards, making and settling of templates for machinery, fabrication of bolts, nuts, pans, drilling of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of types, fabrication of all lines, hoses or tubing used in lubricating machinery, installed by Millwrights, grinding, cleaning servicing and machine work necessary for any part of any equipment installed by Millwrights, and the breaking in and trial run of any equipment or machinery installed by the Millwrights. Dock levelers, dock bumpers, manual or power actuated roll up doors, security doors, door seals, and airport x-ray and bomb detection equipment. Air inlet filter houses, air inlet filters, air inlet ducts and power actuated dampers, flex line, fuel piping and flex connections, all power generation power island equipment, including, but not limited to, turbines, generators, gear reducers, diffusers and expansion joints. Thermal blankets and gear boxes. All water treatment/sewage treatment plant equipment, including, but not limited to, all types of pumps, compressors, chain of flygt conveyance systems, aeration basin equipment, primary/secondary clarifier mechanisms, sludge thickeners, mechanical/stationary bar screens and trash racks, and stop logs.

- C. It is understood that no dispute, complaint or grievance shall be filed under Section 51 (Grievance Procedure) of the AGC/Carpenters Master Labor Agreement alleging violation of this Section 12 as a result of assignment of work as set forth in this section to other crafts working under collective bargaining agreements; but rather such dispute, complaint or grievance shall be handled under Section 16 (Jurisdictional Disputes) of the AGC/Carpenters Master Labor Agreement.
- D. The Individual Employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.
- E. When requested in writing by the Millwright Union, Individual Employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the Individual Employer, stating he is employing or had employed millwrights on a specific type of work and specific job and paid the negotiated scale of wages and fringe benefits for such work.

#### Section 13 Pre-Job Conferences

- A. Whenever an Individual Employer or his representative holds a pre-job conference pursuant to Section 20 (Pre-Job Conferences) of the AGC/Carpenters Master Labor Agreement, separate individual notice shall be given to the Millwright Local having jurisdiction over the project in the same format used to notify the other crafts attending.
- B. A markup meeting for the purpose of discussing jurisdiction shall be mandatory upon written request of the Local Union on all jobs whose total cost is one million dollars (\$1,000,000.00) or more. Markup meetings on jobs of less than one million dollars (\$1,000,000.00) shall be optional upon mutual consent of the Individual Employer and the unions involved. This is not necessarily an exclusive Millwright Markup. At a Markup meeting where plans or mock-ups are to be used, the Union will be given reasonable time to review such plans or mock-ups prior to the start of the meeting.

#### Section 14 Safety

- A. As a safety factor, no Millwright shall be required to work alone while making repairs or adjustments on machinery and/or equipment that is in operation or capable of being operated. Since this is a safety factor, the second individual is not necessarily a Millwright, but must be a responsible individual capable of starting, stopping and operating said

machinery. If the second individual is not a Millwright, he/she shall not be allowed to perform millwright tasks. No Millwright employee shall be discharged for refusing to work under unsafe conditions.

#### Section 15 Subcontracting

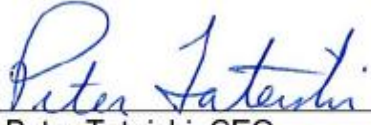
- A. The Individual Employer shall not subcontract Millwright work as set forth in Section 12 (Work Covered) to any subcontractor without notifying the Union, in writing, of the subcontractor's name, address, phone number and license number within five (5) days after selecting the subcontractor or five (5) days before starting the job, whichever is longer, except in emergencies. Such subcontracting shall be done in accordance with Section 50 (Work Preservation, Contracting and Subcontracting) of the AGC/Carpenters Master Labor Agreement.

#### Section 16 Outside Contracting

Any outside firm undertaking any Millwright work within the territory where this Agreement applies shall be allowed to bring in one (1) non-resident Foreman or General Foreman, subject to the Hiring Provisions of Section 49 (Hiring) of the AGC/Carpenters Master Labor Agreement. Such non-resident shall register for Health & Welfare, Vacation Plan, Annuity and Retirement Plan at the office of the Local Union, and shall be furnished a copy of the current Agreement for his/her future guidance prior to starting any job. The Local Union office shall inform such workers of the proper compensation due him/her under this Agreement and may later require specific proof of conformance. The second Foreman shall be a local Millwright. All Foremen or General Foremen shall receive the wages and conditions of this Agreement.

FOR THE EMPLOYER:

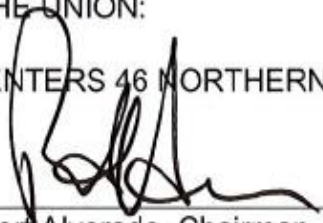
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By   
Peter Tateishi, CEO

By   
Cliff Kunkel, AGC/Carpenters Crafts Committee Chair

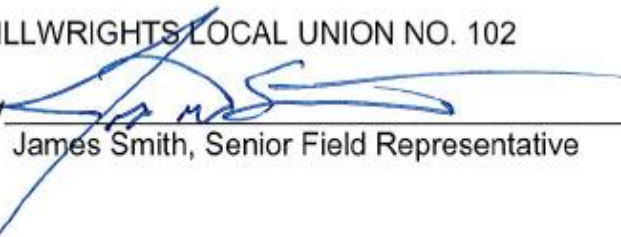
FOR THE UNION:

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

By   
Robert Alvarado, Chairman

By   
William Feyling, Executive Director

MILLWRIGHTS LOCAL UNION NO. 102

By   
James Smith, Senior Field Representative

## APPENDIX C

### RESIDENTIAL ADDENDUM

The terms and conditions of this Addendum shall apply on the work description contained herein, provided the job(s) are registered as per Section C 5 of this Addendum and all the terms and conditions of the Carpenters Master Agreement shall remain in full force and effect unless specifically amended by this Addendum.

- C-1. Residential Wood Frame Structures are defined as single family residences, condominiums, town houses, cluster homes and multiple unit, multi-story wood frame residential structures as permitted by the applicable building code.

Due to the constantly changing aspects of the residential construction industry, the parties to this Addendum reaffirm the conditions of Section 2 (Term of Agreement), paragraph 4, and Section 2-A (Carpenters Work Preservation Committee) of the AGC/Carpenters Master Labor Agreement shall particularly apply to all phases of this Residential Addendum.

- C-2. Work Description:

Residential work processes include, but are not limited to, fabrication and installation of concrete forms and foundations; floor framing members; subfloors; wall, ceiling and roof framing; exterior siding, roof and exterior wall shingles, shakes or asphalt shingles; lathing; normal and traditional drywall; steel scaffolding; windows and sliding glass patio doors; stairs; underlayment and base; installation and finishing of hardwood floors, including pre-finished hardwood floors regardless of the method of installation; acoustical ceiling; installation of all interior trim including cabinets, counter tops, pre-finished marble counter tops and vanities; customer service or warranty work; and other work incidental to the performance of the work covered and work performed by using the tools recognized as and regarded as tools of the trade.

C-3. The terms and conditions of Section 39 (Wage Rates) of the Master Agreement are amended as follows:

Area 1 A – consisting of the following counties: Alameda, Contra Costa, Marin, San Francisco, San Mateo, Santa Clara, and Solano.

Journeyman wage rates effective	7/1/18
Carpenters	47.80
Hardwood Floorlayers	47.95
Shinglers	47.95
Power Saw Operators	47.95
Steel Scaffold & Steel Shoring Erectors	47.95
Saw Filers	47.95

Area 1 B – consisting of the following counties: Napa and Sonoma.

Journeyman wage rates effective	7/1/18
Carpenters	42.52
Hardwood Floorlayers	42.67
Shinglers	42.67
Power Saw Operators	42.67
Steel Scaffold & Steel Shoring Erectors	42.67
Saw Filers	42.87

Area 2 – consisting of the following counties: Monterey, San Benito and Santa Cruz.

Journeyman wage rates effective	7/1/18
Carpenters	41.92
Hardwood Floorlayers	42.07
Shinglers	42.07
Power Saw Operators	42.07
Steel Scaffold & Steel Shoring Erectors	42.07
Saw Filers	42.07

Area 3 – consisting of the following counties or portions of counties: Sacramento, Yolo, San Joaquin, Western Placer\* and Western El Dorado\*.

\* Western Placer County includes territory west of and including Highway 49. Western El Dorado County includes territory west of and including Highway 49 and territory inside the city limits of Placerville.

Journeyman wage rates effective	7/1/18
Carpenters	41.92
Hardwood Floorlayers	42.07
Shinglers	42.07
Power Saw Operators	42.07
Steel Scaffold & Steel Shoring Erectors	42.07
Saw Filers	42.07

Area 4 – consisting of the following counties: Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, Eastern El Dorado\*, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Mariposa, Mendocino, Merced, Modoc, Nevada, Eastern Placer\*, Plumas, Shasta, Sierra, Siskiyou, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, and Yuba.

\* Eastern Placer County includes territory east of Highway 49. Eastern El Dorado County includes territory east of Highway 49, excluding territory inside the city limits of Placerville.

Journeyman wage rates effective	7/1/18
Carpenters	40.57
Hardwood Floorlayers	40.72
Shinglers	40.72
Power Saw Operators	40.72
Steel Scaffold & Steel Shoring Erectors	40.72
Saw Filers	40.72

Apprentice Wage Percentage Schedule: The wage rates for apprentices shall be the following percentages of the applicable Journeyman classification in the appropriate geographical area:



First Period: 0 to 6 months.....	60%
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration	
Second Period: 7 to 12 months.....	65%
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation	
Third Period: 13 to 18 months.....	70%
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation, Annuity	
Fourth Period: 19 to 24 months.....	75%
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation, Annuity	
Fifth Period: 25 to 30 months.....	80%
Full Fringes	
Sixth Period: 31 to 36 months.....	85%
Full Fringes	
Seventh Period: 37 to 42 months.....	90%
Full Fringes	
Eighth Period: 43 to 48 months.....	95%
Full Fringes	

#### Pre-Apprentices

In order to encourage persons who have not traditionally entered the carpentry trade to enter and complete the necessary apprenticeship program and to increase the potential for successful completion of all those who become indentured apprentices, the parties hereto agree to create a pre-apprenticeship program, the purpose of which will be to introduce the Trade to such persons.

Such pre-apprenticeship program may be utilized by Employers under the following conditions:

On private residential projects covered and registered as per Appendix C, a pre-apprentice period is established as follows:

Period of time-180 calendar days. Wage rates 35% of the applicable journeyman rate plus fringe benefit contributions as follows: Training, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation and Contract Administration.

An Individual Employer may employ one (1) pre-apprentice for each apprentice in his employ that has entered the third or higher period of apprenticeship. Pre-apprentices shall not be considered in computing the journeyman apprentice ratio.

The use of pre-apprentices is to be considered a privilege by an Individual Employer and violation of the pre-apprentice ratio shall cause the privilege to be denied, subject to Section 51 (Grievance Procedure) of the AGC/Carpenters Master Labor Agreement.

The Employer and the Union shall establish rules governing the use of and criteria for advancement of pre-apprentices into the Apprenticeship program.

Except as specifically amended in this Section C 3 of this Addendum, the terms and conditions of Section 39 (Wage Rates) of the AGC/Carpenters Master Labor Agreement remain unchanged.

C-4. The work week will be governed by the terms of Section 24 (Work Week) of the Agreement.

C-5. Job Registration

A. Individual Employers shall register all jobs to be performed under the terms and conditions of this Addendum. An Individual Employer who opts to subcontract covered work shall register any such subcontractor. An Individual Employer acting as a subcontractor shall register all jobs to be performed under the terms of this Addendum.

B. Each Individual Employer shall notify the Union in writing, on a Job Registration Form to be provided by the Union of the location of each job on which he or it will be performing work covered by the Agreement. Such notice shall be given prior to the commencement of work and shall contain all the information required by the Union. On jobs where the time factor does not permit all registration of jobs prior to their commencement, the contractor shall notify the appropriate Local Union or the NCCRC office by telephone, giving all pertinent information regarding the specific job. Such notification must be confirmed in writing on the regular Job Registration Form provided by the Union within forty-eight (48) hours thereafter.

- C. In the event a contractor takes over the performance of a contract covered by the terms of this Agreement for another contractor, the successor contractor shall notify the Union by certified mail of its intent to undertake performance of the contract. Such notice shall be given prior to commencing work. Failure to give such notice shall subject the successor contractor to any liability for any delinquent fringe benefits of the predecessor contractor through Section 51 (Grievance Procedure) in addition to any other claims which may arise because of such failure.
- D. The information to be contained on the registration form shall include, but not be limited to, the following:
1. Individual Employer's name, address, telephone number, Contractor's License number, Carpenters Trust Fund account number, and Workers Compensation carrier and policy number.
  2. Name and address of project; jobsite phone (if any); name of contractor's job supervision; proper term for Federal, HUD, or State project I.D. number; estimated starting and completion dates.
  3. Job description, i.e., single family tract, remodel, apartment, etc., number of units, square footage, estimated number of hours of covered work to be performed.
  4. Name and account number of payroll bank account.
  5. List of all subcontractors performing work covered by this Addendum of the Agreement, including address, Carpenter Trust Fund account number, if known, estimated hours, if available, and description of work to be performed.

- E. Nothing in this Addendum shall in any way abridge, amend or detract from Section 50 of the AGC/Carpenters Master Labor Agreement, entitled "Work Preservation, Contracting and Subcontracting," provided, however, compliance with the registration of subcontractors as required herein shall satisfy the written notice requirement of Section 50 paragraph 5.
- C-6. In the event that the Union negotiates more favorable terms and conditions for work covered by this Addendum in the Ten County Area, such more favorable terms and conditions shall be available to any employer signatory to this Addendum provided, however, any signatory desiring to take advantage of the different terms and conditions must adopt all the terms and conditions applicable to such other agreement. This provision shall not apply to any project agreements negotiated by the Union. The terms of Section 2 A (Carpenters Work Preservation Committee) of the Agreement shall also apply to this Addendum.

APPENDIX D

INSULATORS ADDENDUM

The following special conditions shall apply between the CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD and the individually signatory INSULATION CONTRACTORS and are in addition to and shall prevail over conflicting provisions of the foregoing Master Agreement.

1. For work on occupied residences only, no overtime will be required for work on Saturdays, except to the extent an employee works in excess of forty (40) hours in a week and provided the Union is notified in advance of this change in the work week.
2. The Union will recommend to the involved Local Unions and the NCCRC that no "foreign dues" will be charged to workers who work within different union jurisdictions, provided the individual employee obtains a dispatch by telephone before going to the job.
3. On blower crews only, to accommodate the weather conditions, and subject to advance notice to the Union, an Individual Employer may commence the work day as early as 6:00 a.m.
4. Travel pay from the Individual Employer's warehouse or shop to the furthestmost jobsite and return to the Individual Employer's headquarters shall be paid one way only, at the employee's regular hourly rate, provided that if a company vehicle breaks down on the return trip to the shop after completing a job, time and one half (1 ½) shall be paid for all time in excess of thirty (30) minutes caused by the breakdown, and provided further that overtime will be paid only in excess of eight (8) straight time hours worked in any one (1) day.
5. The job classification, "Hopper or Blower Operator" is established at a wage rate of 50% of applicable Journeyman rate and all fringe benefit contributions. Pre-Apprentices and Apprentices may be assigned to the Hopper Blower operation as a part of their training for a period not to exceed sixty (60) calendar days. An Apprentice or Pre-Apprentice so assigned shall receive their normal wage rate and fringe benefits for the sixty (60) calendar day period and shall receive no less than the Hopper-Blower Operator wage and fringe benefit rates after the expiration of the sixty (60) day period.

6. When a Local Union is not able to supply a sufficient number of Journeymen, the ratio of Apprentices to Journeymen may be increased but not to exceed one (1) Apprentice to each Journeyman.
7. To facilitate overtime work permits, the Individual Employer may make arrangements by telephone rather than by personal visits.
8. An Insulator Apprentice Program will be established to provide competent Journeymen. The period of apprenticeship shall be thirty-six (36) months. The periods, wage percentage of Journeyman rate, fringe benefit contributions shall be as follows:

First Period: 0 to 6 months.....	60%
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration	
Second Period: 7 to 12 months.....	65%
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation	
Third Period: 13 to 18 months.....	70%
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation, Annuity	
Fourth Period: 19 to 24 months.....	75%
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation, Annuity	
Fifth Period: 25 to 30 months.....	80%
Full Fringes	
Sixth Period: 31 to 36 months.....	90%
Full Fringes	

Pre-Apprentices shall be covered by the terms set forth in Appendix C of the Master Agreement but shall not be limited to residential projects only. The Individual Employers shall be entitled to one (1) pre-apprentice and not be in violation of the pre-apprentice: apprentice ratio set forth in Appendix C.

9. When the Adjustment Board Arbitration Panel is scheduled to hear a grievance involving an insulation contractor who is party to this Agreement, the employer panel members will be represented by the individually signatory members.

APPENDIX E

CARPENTERS MASTER AGREEMENT  
SCAFFOLD ERECTION ADDENDUM

The terms and conditions of this work Addendum shall apply to Scaffold/Shoring erection and dismantling work only and all terms and conditions of the Carpenters Master Agreement shall remain in full force and effect unless specifically amended by this Addendum.

1. The work day shall be eight (8) consecutive hours worked.
2. Travel pay from the employer's warehouse or shop in a company vehicle to the furthestmost jobsite shall be paid one way only at the regular scaffold wage rate. Fringe benefits are not to be included for travel pay.
3. There shall be no restrictions on the mobility of regular workers of the Individual Employers in the 46 Northern California Counties.
4. After the fifth (5th) working day of employment, the Individual Employer may discharge any employee for just cause only. Just cause is subject to Section 51 (Grievance Procedure), the grievance and arbitration provision of the Carpenters Master Agreement. The Individual Employer during the first five (5) working days of employment may reject or discharge any employee for any reason.
5. The training of scaffold/shoring erectors will be accomplished by establishing a four (4) year apprenticeship program. This program will be complimented with on-the-job training by the Individual Employer.
  - a. The wage rates for apprentices shall be the following percentages of the applicable journeyman classification in the appropriate geographical area, effective July 1, 2008:

First Period: 0 to 6 months.....60%  
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration  
Second Period: 7 to 12 months.....65%  
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation  
Third Period: 13 to 18 months.....70%  
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation, Annuity

Fourth Period: 19 to 24 months.....	75%	
Health & Welfare, Work Fee, CCAP, Carpenters International Training Fund, Work Preservation, Training, Contract Administration, Vacation, Annuity		
Fifth Period: 25 to 30 months.....	80%	Full Fringes
Sixth Period: 31 to 36 months.....	85%	Full Fringes
Seventh Period: 37 to 42 months.....	90%	Full Fringes
Eighth Period: 43 to 48 months.....	95%	Full Fringes

6. Scaffold erectors may be allowed to drive company equipment and materials to all job sites.
  
7. The Union and the Individual Employer will cooperate to ensure that all signatory Scaffold/Shoring contractors are in compliance with the terms and conditions of the AGC/Carpenters Master Labor Agreement.



## APPENDIX F

### 46 COUNTIES IN NORTHERN CALIFORNIA HIGHWAY ADDENDUM TO THE 2018-2023 AGC/CARPENTERS MASTER AGREEMENT

Notwithstanding the working rules and conditions of the 46 Counties Carpenters Master Agreement, the following special terms and conditions shall apply to highway work as described herein.

The Carpenters 46 Northern California Counties Conference Board for and on behalf of its affiliates, agrees to the following Addendum to the above Agreement:

#### Section 1 Coverage

Highway work for purposes of this Addendum shall include the construction, improvement, modification, and demolition of all or any part of streets, highways and bridges. This Addendum shall not be applicable to the construction of highway project related buildings and structures such as weigh stations, rest stop comfort stations, agricultural inspection stations, pump houses, etc.

#### Section 2 Mobility and Hiring

There will be no restrictions on the free movement of workers employed by a signatory Individual Employer from one job to another anywhere within the 46 Northern California Counties. Should an Individual Employer require additional workers (new hires) on any given job that has commenced, such workers shall be hired from the hiring hall having primary geographical jurisdiction over the work site.

#### Section 3 Work Registration

The Union will provide a separate format for work registration as a Bridge Builder/Highway Carpenter in their hiring hall procedures. When the Individual Employer requests a Bridge Builder/Highway Carpenter, the Union will only dispatch those members who have indicated a Bridge Builder/Highway work experience. The dispatch of apprentices shall not be subject to this provision.

The parties agree that to adequately respond to the needs of the bridge building/highway industry, the Union has agreed to establish a one-stop hiring procedure. The Union has agreed to establish a 1-800 number (1-800-260-2879) for Bridge Builder/Highway Carpenter dispatch requests.

Section 4 Wages & Fringe Benefits

- A. Wage and fringe benefit rates for Bridge Builder/Highway Carpenters shall be as provided in Section 39 A, B, C, D and E (Wage Rates) of the 2018-2023 AGC/Carpenters Master Labor Agreement, effective July 1, 2018.
- B. Future wage and/or fringe benefit considerations.

Wage and fringe benefit increases will be uniform throughout the entire 46 Northern California Counties pursuant to Section 39 F (Future Increases) of the 2018-2023 AGC/Carpenters Master Labor Agreement.

Section 5 Holiday/Designated Off Days

- A. AREA 2, AREA 3 and AREA 4:

Section 25 (Holidays) of the AGC/Carpenters Master Labor Agreement shall be modified as follows:

The following are recognized holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, and Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be observed as the holiday.

- B. AREA 1:

The nationally recognized holidays and designated off/holiday days shall be in accordance with the provisions of Section 25 (Holidays) of the AGC/Carpenters Master Labor Agreement.

Section 6 Four by Ten (4 x 10) Work Week

An Individual Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. The applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Fridays, Saturdays, Sundays and holidays. In the event two (2) shifts are employed, the first shift shall work (exclusive of meal period) ten (10) consecutive hours for which ten (10) hours shall be paid; the second shift shall be ten (10) consecutive hours of work (exclusive of meal period) and 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 4 x 10 work week, except as may be changed by mutual agreement.

In the event that work cannot be performed Monday through Thursday (4 x 10 hour work week) because of inclement weather, or major mechanical breakdown beyond the control of the Individual Employer, employees (at their option) may make up such lost work day(s) on Friday and shall be paid at the applicable straight time rate.

The Union and the Individual Employer will commit to proposing and supporting legislation to change existing law to allow for a 4 x 10 work week on all Highway work.

#### Section 7 Make-Up Day

In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown, Bridge Builder/Highway Carpenters (at their option) may make up such day on Saturday and shall be paid at the applicable straight time rate.

#### Section 8 Substance Abuse Testing

The Carpenters 46 Counties Conference Board will actively participate in the negotiation of a Basic Trades Uniform Substance Abuse Policy with the Cement Masons, Laborers, Operating Engineers, Pile Drivers and Teamsters during the life of this Agreement.

An Individual Employer may initiate unannounced lottery testing; a selection process where all company employees are selected for testing and each company employee has an equal chance of being selected for testing. If an Individual Employer initiates such lottery testing, all company employees shall be subjected to such testing. An Individual Employer who initiates lottery testing shall specifically state in its notice to the Union and its notice to employees that employees will be subject to lottery testing. The Individual Employer shall give thirty (30) days' notice to the Union and employees prior to implementing a lottery drug testing program administered by an independent third party.

#### Section 9 Shift Work

A. For public projects advertised and private projects bid or negotiated prior to September 1, 2014, when a job site access has been limited by the construction user, a special shift may be established during off hours, Monday through Friday, when required as a condition of securing the work. The

Employer may pay eight (8) hours pay for eight (8) hours work on such shift. Work in excess of eight (8) hours shall be subject to the overtime provisions of the Agreement.

No special shift shall be established or started for less than three (3) days duration unless the contracting authority specifies work tasks of only one (1) or two (2) days duration. Work performed during special shifts of less than three (3) days duration shall be paid at the wage rate of 12.5% premium pay for a minimum of eight (8) hours. If as a result of working such special shift(s) a Bridge Builder/Highway Carpenter loses the opportunity to work, his/her regular work week then all work performed on such special shift(s) shall be paid at the normal overtime rate.

B. For public projects advertised and private projects bid or negotiated on or after September 1, 2014, when a job site access has been limited by the construction user, a special shift may be established during off hours, Monday through Friday, 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. Work performed during special shifts shall be paid at the wage rate of 12.5% premium pay. Work in excess of eight (8) hours shall be subject to the overtime provisions of the Agreement.

Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that working conditions would be unsafe for employees, or counter-productive to the performance of work, the special shift may commence on Sunday, with double time (2) to be paid from 8:00 p.m. Saturday up to and including 8:00 p.m. Sunday, and shall be paid at the wage rate of 12.5% premium pay from 8:00 p.m. Sunday until completion of the eight (8) hour special shift. If Sunday is the first day of the workweek as provided herein, all hours worked between 8:00 p.m. Friday and 8:00 p.m. Saturday shall be paid at time and one-half (1 ½).

No special shift shall be established or started for less than three (3) days duration unless the contracting authority specifies work tasks of only one (1) or two (2) days duration. Work performed during special shifts of less than three (3) days duration shall be paid at the wage rate of 12.5% premium pay for a minimum of eight (8) hours.

Section 10 Maximum Utilization

An Individual Employer may maximize the utilization of all its United Brotherhood of Carpenters members by working them under the terms and conditions of the Highway Addendum.

Section 11

In all other respects, the terms and conditions of the 2018-2023 AGC/Carpenters Master Labor Agreement, or any other Master Agreement to which a bridge building/highway employer may be bound, shall continue in full force and effect for the remainder of said term.

FOR THE EMPLOYER:

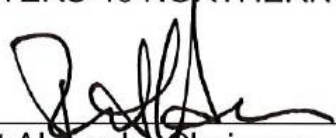
ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By   
Peter Tateishi, CEO

By   
Cliff Kunkel, AGC/Carpenters Crafts Committee Chair

FOR THE UNION:

CARPENTERS 46 NORTHERN CALIFORNIA COUNTIES CONFERENCE BOARD

By   
Robert Alvarado, Chairman

By   
William Feyling, Executive Director

Laborers Agreement

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**Industrial Relations Department – Northern California**  
**1390 Willow Pass Road, Suite 250**  
**Concord, CA 94520**  
**Ph: (925) 827-2422 / Fax: (925) 827-4042**

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**2018 - 2023**  
**Laborers**  
**Agreement**

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NORTHERN CALIFORNIA

AGC/LABORERS MASTER AGREEMENT

2018-2023

THIS AGREEMENT, made and entered into this 22nd day of January 2018, and effective the 1st day of July, 2018 through June 30, 2023, by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC., hereinafter 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 5, 1986; November 21, 1988; May 17, 1992; June 14, 1996; May 5, 1999; October 22, 2001, April 21, 2006, July 1, 2010, June 25, 2012, December 18, 2013, and January 22, 2018 by and between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. 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 the Associated General Contractors of California, Inc.

(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; or (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 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 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, sealing, sandblasting, mixing, handling, shoveling, conveying, pouring, concrete pumps and similar type machines, grout pumps, nozzle men (including gunmen and potmen), vibrating, guniting and otherwise applying concrete, whether done by hand or any other process, and wrecking, stripping, dismantling and handling concrete forms and false work, 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, 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, vaults, pull boxes, 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 mechanical and 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, and treatment facilities.

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

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, mechanically stabilized earthen (MSE) walls, 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 precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

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, camera/cctv, relining or similar trenchless laborer work.

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

All Laborers' work in connection with, Utilities, Dry Utilities, including electrical, cable, 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 the 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 the installation of appliances and free standing furniture.

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

When an Individual Employer, at his/her discretion, wishes to utilize Employees covered by this Agreement to perform temporary lighting work at the jobsite, including, but not limited to Boloney Cords, Stand Lights, String Lights and Temp Power Boxes, such Employees may be employed in accordance with the Agreement.

(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 Individual 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 Laborers' Master Traffic Control/Highway Improvement Agreement that has been negotiated by the Associated General Contractors of California, Inc. and the Northern California District Council of Laborers, which is in effect in 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 Associated General Contractors of California, Inc. and 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.

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

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

### 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 receive pay according to this Agreement by the Individual Employer and 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 on 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 forty-eight (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 workers desiring employment on work covered by this Agreement and such workers 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 (3) 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 fifty percent (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 fifty percent (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) days' 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, 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 (17½) 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 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(18), whose decision shall be final and binding.

(18) 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/her 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.

(19) 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.

**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 of employment, 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

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 Lunch Time, Rest Periods, & Heat Illness Preventative Recovery Period

A. There shall be a regularly established meal period. The meal period shall be one-half (½) hour and shall be scheduled to begin not more than one-half (½) hour before and completed not later than one (1) hour after the midpoint of the regularly scheduled hours of work of 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 (½) 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.

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. 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 hourly wage rate excluding fringe benefits for all missed rest periods that day.

C. A heat illness preventative recovery period of no less than five (5) minutes shall be made available in order to prevent heat illness.

Employees believing a preventative recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling or provided for a period of no less than five minutes. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative recovery period in accordance with this Section, the Individual Employer shall pay the Employee one additional hour of 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 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 ten (10) working 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 B 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 arising out of subsection 13C(4), or a dispute of Section 28 (Health & Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, 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/her 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/her 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. The Board of Adjustment or an Impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from, amend, modify or alter in any way the provisions of this Agreement or its intent.

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 Contract Administration Fund.

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) days 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 contribution, liability 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.

#### Section 9A Contract Administration

A trust fund entitled "The Contract Administration Trust Fund" shall be used to provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 9, for the Industry. Effective September 1, 2006,

each signatory employer shall contribute the sum of eight cents (\$.08) per hour worked or paid for to the Contract Administration Trust Fund. At the discretion of the Trustees of said Trust, contributions to the Contract Administration Trust Fund may be increased up to an additional four (\$.04) cents per hour during the term of this Agreement. Such increase or increases are to be effective on such dates as determined by the Trustees. The contributions into the Contract Administration Trust Fund shall not exceed ten cents (\$.10) per hour for each hour paid for or worked. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contributions as described above shall commence with the work month following notice by the Laborers' Northern California Trust Fund Corporation to the Individual Employers. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

#### Section 9B Industry Stabilization Fund

Effective July 1, 2013, the Individual Employer shall contribute 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 fourteen cents (\$.14) per hour, five cents (\$.05) per hour is earmarked for California Alliance for Jobs, seven cents (\$.07) per hour is earmarked for Foundation for Fair Contracting (FFC), and two cents (\$.02) per hour is earmarked for the Construction Industry Force Account Council (CIFAC).

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, hours worked, Social Security tax, withholding tax and all other deductions, 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 within five (5) days of entering such subcontract, 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 Individual Employer expressly reserves the right, in its discretion, to undertake the following measures:

(1) In the sole discretion of 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 themselves 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 Individual Employer, such tests of the employee's bodily fluids as 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 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.

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.

(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.

#### 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/her 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 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 shall 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/her 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 July 1, 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 2018-2023 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) day hour 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.

\*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 at the Second Shift Premium rate. 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. Shift Work:

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, on the second shift 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 (7 ½) 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.

Three Shift Operations. There shall be no additional hourly shift differential pay for the second or third shifts.

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 such starting time shall continue to receive the double time (2x) wage rate.

4. Weekends and Holidays:

One and one-half (1 ½) 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 and holidays. 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 (3) 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 ½) 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.

(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 four-ten (4 x 10) shift, at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a four-ten (4 x 10) hour 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 (3 ½) 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 (3 ½) 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.

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.

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 (1/2) on the Individual Employer's time and one-half (1/2) 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.

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

#### Section 24 Gunitite, Shot Crete, Panel Crete and Similar Type Work including All Placing, Finishing and Patching of Shot Crete or Gunitite

The wages and certain other conditions not specifically enumerated elsewhere in this Agreement for the Gunitite, Shot Crete, Panel Crete and similar type work including all placing, finishing and patching of shot crete or gunitite 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 hereunder), 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:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
Health & Welfare	\$7.95	\$ **	\$ **	\$ **	\$ **
Retiree Health & Welfare	\$ .30	\$ **	\$ **	\$ **	\$ **
Pension	\$8.96	\$ **	\$ **	\$ **	\$ **
Annuity	\$3.24	\$ **	\$ **	\$ **	\$ **
Vacation/Holiday/Dues Supplement	\$2.75	\$ **	\$ **	\$ **	\$ **
***Training-Retraining/ Apprenticeship/LECET	\$ .45	\$ **	\$ **	\$ **	\$ **
Contract Administration	\$ .08	\$ **	\$ **	\$ **	\$ **
Industry Stabilization Fund	\$ .22	\$ **	\$ **	\$ **	\$ **

\*\* To be allocated among wages and/or fringe benefits at the Union’s discretion.

\*\*\* Effective 6/26/06 four cents (\$.04) per hour is earmarked for L.E.C.E.T.

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 Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.

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.

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 to 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 pro-rated 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) per hour for each hour paid or worked, shall be transmitted from the Vacation-Holiday benefit of each laborer and shall be remitted directly to the Union.

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 25, 2018 \$1.65\* \*\*  
July 1, 2019 \$1.90\* \*\*  
June 29, 2020 \$1.95\* \*\*  
June 28, 2021 \$1.95\* \*\*  
June 27, 2022 \$2.00\* \*\* \*\*\*

\* 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/or fringe benefits at the Union's discretion.

\*\*\* If an early extended Agreement is negotiated prior to June 27, 2022, Individual Employers who do not extend said Agreement shall be subject to an additional twenty-five cents (\$.25) per hour increase, effective June 27, 2022 for a total increase of two dollars and twenty five cents (\$2.25). If an early extended Agreement is not negotiated prior to June 27, 2022, the total increase on June 27, 2022 shall be two dollars and twenty-five cents (\$2.25.)

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 29 Laborers' Apprenticeship Program

A. **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.

B. **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.

C. 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.

D. 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.

E. Entry into the Apprenticeship Program shall be controlled by the Laborers Joint Apprenticeship Training Committee (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.

F. 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.

G. 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 Laborers Apprenticeship Program will assist the Individual Employer in meeting its apprentice ratio requirements.

H. 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.

I. **WAGE/BENEFIT SCHEDULE:** Effective June 25, 2018 for all apprentices indentured on or after January 1, 2015, the Apprentice wage and fringe benefit rates shall be:

<u>Hours of Credit</u>	<u>Wage Rate</u>	<u>Fringe Benefits</u>
1 – 1000	65% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization
1001 – 2000	70% of Journey Worker	Full Benefits
2001 – 3000	80% of Journey Worker	Full benefits
3001 – 4000	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 30 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 are therefore intended to apply no broader than that permitted by law.

### Section 31 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 32      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 33      Effective and Termination Date

This Agreement shall be effective as of the 1st day of July 2018, and remain in effect without reopening for any purpose until the 30th day of June 2023, 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, 2023, 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 AGC 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 22nd day of January, 2018.

FOR THE UNION:

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

By   
Oscar De La Torre, Business Manager

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.

By   
Peter Tateishi, CEO

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.

Labor Foremen - Effective June 26, 2017, Labor Foreman shall receive two dollars and twenty-five cents (\$2.25) per hour above any classification in this Agreement working under his/her direction. Effective July 1, 2019, Labor Foremen shall receive two dollars and fifty cents (\$2.50) per hour above any classification in this Agreement working under his/her direction. Effective June 28, 2021, Labor Foremen shall receive two dollars and seventy-five cents (\$2.75) per hour above any classification in this Agreement working under his/her direction. Effective June 27, 2022, Labor Foremen shall receive three dollars (\$3.00) per hour above any classification in this Agreement working under his/her direction.

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 judgment 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 Labor 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 worked performed outside the geographic area as defined in Supplement No. 6.



CONSTRUCTION SPECIALIST – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.49	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.49	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF CONSTRUCTION SPECIALIST

Asphalt Ironers and Rakers  
Cast in place manhole form setters  
Certified Welder  
Chainsaw  
Davis Trencher - 300 or similar type (and all small trenchers)  
Diamond Drillers  
Directional Boring Machine/Hydraulic Drills  
High Scalers (including drilling of same)  
Laser Beam in connection with Laborers' work  
Masonry and Plasterer Tender  
Mechanical Pipe Layer - All types regardless of type or method of power  
Multiple Unit Drills  
Pressure pipelayers  
Remote Control Breaker  
State Licensed Blaster as designated  
New or additional classification subject to Section 14A of this Agreement

GROUP 1 – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.79	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.79	\$ **	\$ **	\$ **	\$ **

CLASSIFICATIONS OF GROUP 1

Asphalt Roller/Compactor (Walk Behind)  
Asphalt Spreader Boxes (all types)  
Asphalt Saw/Cutting, including self-propelled  
Barko, Wacker and Similar Type Tampers  
Bobcat/Skidsteer  
Buggymobile  
Caulkers, Banders, Pipewrappers, 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  
Core Boring (Circular Saw Cutting)  
Cribbers and/or Shoring  
Cut Granite Curb Setter  
Dri Pak it Machine  
Dry Utilities – including electrical, cable, and telecommunication  
    conduit layer, joint utility trench Laborer including gas  
Faller, Logloader and Bucker  
Form Raisers, Slip Forms  
Green Cutters  
Headerboard Men, Hubsetters, Aligners by any method  
High Pressure Blow Pipe (1 ½" or over, 100 lbs pressure/over)  
Housemover  
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)  
No joint pipe and stripping of same, including repair of voids  
Pavement Breakers and Spaders, including tool grinder  
Perma Curbs  
Pipelayers (including grade checking in connection with pipe-laying)  
Pipe Wrappers, Pipe Fusers  
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

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Sand Blasters, all types, Potmen, Gunmen and Nozzlemen  
Signaling and Rigging  
Tank Cleaners  
Tree Climbers  
Trenchless Technology Laborer – Pipe installation, bursting, relining or similar  
Trenchless Laborer’s work, including camera controller, cctv, and truck or trailer mounted  
vacuum excavators  
Turbo Blaster  
Vibra Screed – Bull float in connection with Laborers' work  
Vibrators  
Water Meter Installer

GROUP 1(a) – WAGE RATE

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.01	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.01	\$ **	\$ **	\$ **	\$ **

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	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.84	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.84	\$ **	\$ **	\$ **	\$ **

**CLASSIFICATIONS OF GROUP 1(c)**

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

**GROUP 1(d) – WAGE RATE**

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	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$31.34	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.34	\$ **	\$ **	\$ **	\$ **

**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	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE	\$30.99	\$ **	\$ **	\$ **	\$ **

**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) – WAGE RATES**

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	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.64	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.64	\$ **	\$ **	\$ **	\$ **



**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	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **

**CLASSIFICATIONS OF GROUP 3**

Construction Laborers, including Bridge Laborers, General Laborers and Cleanup Laborers  
 Demolition Worker  
 Dumpman, Load Spotter  
 Erosion Control Worker  
 Fence Erectors, including temporary fencing  
 Flagperson/Pedestrian Monitor  
 Fire Watcher  
 Free Standing Furniture/Appliance Laborer



Forklift  
Guardrail Erectors  
Gardeners, Horticultural and Landscape Laborers (See Supplement No. 4)  
Jetting  
Limbers, Brush Loaders and Pilers  
Pavement Markings (Button Setters/Stripers)  
Pavers, Interlocking Pavers (all types) and Interlocking Paver Machines  
Maintenance, Repair Trackmen and Road Beds  
Escort Driver (Construction Zone Traffic Control Pilot Car)  
Skip Loader (up to and including ½ Cubic Yard)  
Temporary Air and Water Lines, Victaulic or similar  
Temporary Lighting (job site work lighting only)  
Tool Room Attendant (job site only)  
Tree Removal  
Remediation/Land Restoration Laborer – Wetlands restoration, mitigation or re-vegetation of  
lands, (ornamental landscape is not included in this classification)  
Solarvoltaic (Photovoltaic Assembler and Installer) Systems  
Street Car and Railroad Construction Track Laborers (Rail Trackmen), including welding of rails  
Wheelbarrow, including power driven

**GROUP 3(a) – WAGE RATE**

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **

**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	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

**CLASSIFICATION 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."

\*\* To be allocated among wages and/or fringe benefits at the Union's discretion.



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:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
Structural Nozzleman					
RATE A	\$31.75	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.75	\$ **	\$ **	\$ **	\$ **
Nozzleman, Gunman and Potman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Rodman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Groundman					
RATE A	\$31.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.25	\$ **	\$ **	\$ **	\$ **
Wire winding machine					
Aligner-					
RATE A	\$31.37	\$ **	\$ **	\$ **	\$ **
RATE B	\$30.37	\$ **	\$ **	\$ **	\$ **
Helper-					
RATE A	\$30.39	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.39	\$ **	\$ **	\$ **	\$ **
Reboundman					
RATE A	\$30.66	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.66	\$ **	\$ **	\$ **	\$ **

General Laborers					
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **
Gunite Trainee**					
RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

\*\*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.

Gunite Foreman					
RATE A	\$32.25	\$ **	\$ **	\$ **	\$ **
RATE B	\$31.25	\$ **	\$ **	\$ **	\$ **

\*\* To be allocated among wages and/or fringe benefits at the Union’s discretion.

**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 (\$.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/her 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/her 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:

EFFECTIVE DATE            6/25/18    7/1/19    6/29/20    6/28/21    6/27/22

Skilled Wrecker

Group No. 1

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

RATE A	\$30.79	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.79	\$ **	\$ **	\$ **	\$ **

Semi Skilled Wrecker

Group No. 2

(Salvaging of other building materials)

RATE A	\$30.64	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.64	\$ **	\$ **	\$ **	\$ **

\*\* To be allocated among wages and/or fringe benefits at the Union's discretion.

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.

CLASSIFICATIONS/RATES PER HOUR:

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
Gardeners, Horticultural and Landscape Laborers (New Construction)					
RATE A	\$30.54	\$ **	\$ **	\$ **	\$ **
RATE B	\$29.54	\$ **	\$ **	\$ **	\$ **
Service Landscape Laborers (Establishment Warranty Period)					
RATE A	\$24.23	\$ **	\$ **	\$ **	\$ **
RATE B	\$23.23	\$ **	\$ **	\$ **	\$ **

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:

EFFECTIVE DATE		6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
RATE A:	1st 6 mos. @ 70%	\$21.38	\$ **	\$ **	\$ **	\$ **
	2nd 6 mos. @ 80%	\$24.43	\$ **	\$ **	\$ **	\$ **
	3rd 6 mos. @ 90%	\$27.49	\$ **	\$ **	\$ **	\$ **
RATE B:	1st 6 mos. @ 70%	\$20.68	\$ **	\$ **	\$ **	\$ **
	2nd 6 mos. @ 80%	\$23.63	\$ **	\$ **	\$ **	\$ **
	3rd 6 mos. @ 90%	\$26.59	\$ **	\$ **	\$ **	\$ **

\*\* To be allocated among wages and/or fringe benefits at the Union's discretion.

(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 Trainees shall be: One (1) in three (3), with the understanding that each Individual Contractor utilizing the Trainee Classification must employ at least one (1) Second Period Trainee in the Second Period of the Agreement and at least one (1) Third Period Trainee in the Third Period of the Agreement before being eligible to employ another First Period Trainee.



managers, supervisors, mechanical coordinators, safety auditors, 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.



SUPPLEMENT NO. 6

ZONE PAY

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

For purposes of calculating overtime, the Zone Pay hourly rate shall be either one and one-half (1 ½) times the straight time hourly Zone Pay rate or double (2x) times the straight time hourly Zone Pay rate in accordance with Section 20A (Overtime Rates, Hours and Working Conditions) in the Agreement.

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

TRAVEL & DRIVING TIME

TRAVEL RATES PER HOUR (Based on the Group 3 Laborer rate):

EFFECTIVE DATE	6/25/18	7/1/19	6/29/20	6/28/21	6/27/22
	\$19.16	\$19.66	\$19.91	\$20.16	\$20.14

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 project. 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 2018. Individual Employer reports an additional one hundred (100) hours to the Pension Trust Fund for the month of December 2018 to enable an employee to earn a year of service credits.)

SCHEDULE "A"

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS HIRING  
HALL LOCATIONS

Local Hours	City	Street Address	Phone Number	Dispatch
67* a.m.	Oakland	8301 Edgewater Drive, #201	510-569-4761	7:00-9:00
67* a.m.	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00
73 a.m.	Stockton	3984 Cherokee Rd.	209-466-3356	6:30-9:00
185 a.m.	Sacramento	1320 National Drive	916-928-8300	6:30-9:00
185 a.m.	Redding	2210 Twin View Blvd.	530-221-0961	6:30-9:00
185 a.m.	Yuba City	1650 Sierra Ave., #206	530-674-4707	6:30-9:00
261 a.m.	San Francisco	3271 18th Street	415-826-4550	6:30-9:00
261 a.m.	San Mateo	300 – 7th Ave.	650-344-7168	6:30-9:00
261 a.m.	San Rafael	4174 Redwood Highway	415-492-0936	6:30-9:00
270 a.m.	San Jose	509 Emory St.	408-297-2620	6:00-9:00
270 a.m.	Santa Cruz	640 Eaton St.	831-475-7058	6:00-9:00
270 a.m.	Salinas	117 Pajaro St	831-422-7077	6:00-9:00
294 a.m.	Fresno	5431 East Hedges Ave	559-255-3019	6:30-9:00
294 a.m.	Visalia	319 N. Church St	559-734-9426	6:30-9:00
304 a.m.	Hayward	29475 Mission Blvd	510-581-9600	6:00-9:00
304 a.m.	Oakland	425 Roland Way	510-562-2661	6:00-9:00
304 a.m.	Livermore	2063 Research Drive	925-455-8292	
324 a.m.	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00



324 a.m.	Antioch	1005 Fitzuren Rd	925-439-1021	6:30-9:00
324 a.m.	Richmond	101 S. 12th St.	510-234-1069	6:30-9:00
324 a.m.	Vallejo	2920 Sonoma Blvd, Ste B	707-643-7214	6:30-9:00
324 a.m.	Santa Rosa	81 Barham Avenue	707-542-1107	6:30-9:00
324 a.m.	Napa	(Phone Dispatch Only)	707-226-7971	6:30-9:00
1130 a.m.	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00

\*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

Cement Masons Agreement

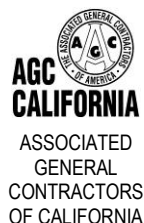
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**AGC/CEMENT MASONS  
MASTER LABOR AGREEMENT  
2016-2019**

THIS AGREEMENT, made and entered into January 26, 2016, modifying and changing the Cement Masons' Master Agreement dated January 24, 2013, between the ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC. (AGC), hereinafter referred to as Collective Bargaining representative of Employer, and the DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS' OF NORTHERN CALIFORNIA, herein and after referred to as the Union.

WITNESSETH:

**Section 1 General Provisions**

**A. Definitions**

- (1) The term "Employer" as used herein shall refer to the Associated General Contractors of California, Inc.
- (2) The term "Individual Employer" as used herein shall refer to any person, firm, or entity including registered Joint Ventures who have authorized or subsequently authorize the Employer to represent them with respect to collective bargaining with the District Council of Plasterers' and Cement Masons' of Northern California.
- (3) The term "Employee" as used herein shall refer to a journeyman Cement Mason, who is herein defined as an Employee who is qualified by experience and ability to perform Cement Masons' work, and to any apprentice Cement Mason, who is herein defined as an Employee undergoing a system or course of training in Cement Mason work.
- (4) The term "Local Union" as used herein shall, as the context requires, refer to one of the following local unions of the Operative Plasterers' and Cement Masons' of Northern California:

**Local Union No. 300, Area Offices: Oakland Main Office, Fresno, Modesto, Monterey, San Francisco, and Santa Rosa**

**Local Union No. 400, Area Offices: Sacramento Main Office, San Jose, Vallejo, Stockton, and Chico/Redding**

- (5) This Agreement shall apply to any Employee who performs work falling within the presently recognized jurisdiction of those local unions affiliated with the District Council of Plasterers' and Cement Masons' of Northern California which District Council is affiliated with the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.
- (6) This Agreement shall apply to Northern California which term is intended to mean that portion of the State of California above the Northern Boundary of Kern County,

the Northern Boundary of San Luis Obispo County and the Westerly Boundaries of Inyo and Mono Counties, consisting of the following forty-six (46) Counties: Alameda, Alpine, Amador, Butte, Calaveras, Contra Costa, Colusa, 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.

**B. Coverage and Description of Cement Masons' Work**

This Agreement shall cover all work coming within the recognized jurisdiction of the Operative Plasterers' and Cement Masons' International Association of the United States and Canada.

Work shall be assigned in accordance with the terms of this Agreement. The Individual Employer shall, in his sole and unlimited discretion, determine the need for and number of Employees necessary to perform any work covered hereby.

Without limiting the scope of the work covered hereby, it is agreed that Cement Masons' work shall include but shall not be limited to all the following construction work:

- (1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building structure.
- (2) All heavy highway and engineering construction, including but not limited to the construction, improvement modifications and demolition of all or part of any streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, wharves, docks, break-waters or rip-rap stone, or operation incidental to such heavy construction work.

Subject to the foregoing provision of this Section and to the provisions of Section 6 of this Agreement, the work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons' trade are used or required:

Setting concrete forms and perimeter forms, including catch basin structures and drain inlets, curb forms and planks, setting of lines, stakes and grades, setting screeds, which includes screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cover or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines, troweling machines, floating machines, powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new

devices which are beneficial to the construction of or with concrete or related products.

The foregoing shall apply to temporary yards established off the jobsite, to service a particular job, for the duration of that job.

- (3) All Cement Masons' work associated with Concrete Polishing, Concrete Architectural Staining, and Pervious Concrete.

**C. Subcontracting**

For jobs bid on or after July 1, 1980, the following provisions apply:

- (1) The term "Subcontractor" means any person, corporation, or other entity, other than an Employee covered by this Agreement, who agrees, orally, or in writing, to perform for, or on behalf of, the Individual Employer, any part or portion of the work covered by this Agreement.
- (2) The terms and conditions of this Agreement, insofar as it affects the Individual Employer, shall, as specified below, be applied 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 jobsite or job-yard, and said subcontractor with respect to such work shall be considered an Individual Employer covered by this Agreement.
  - (a) 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 statute, rule, regulation or law.
- (3) If an Individual Employer shall subcontract work herein defined, such subcontract shall be in writing and shall state that such subcontractor agrees to comply with all the terms and provisions of this Agreement including wage rates and fringe benefits. In event of a dispute on a delinquency in payments as required in Section 8A, B, C, or D, and E or an alleged violation of any other agreement, the dispute shall be submitted to a Board of Adjustment on demand.
- (4) 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 8A, B, C, D, and E except as provided in Paragraph (5) below. A copy of the subcontract or the binding clause shall be submitted to the Union on demand.
- (5) The Individual Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such contract, or prior to commencement of work by the subcontractor,

and shall specify the name and address of the subcontractor. Notice at a pre job conference as set forth in Section 7H shall be written notice under this provision provided that such notice is accurate and complete.

- (a) If thereafter the Union or an appropriate Local Union thereof should make demand in writing for exercise of this Section 1C(5)(a), the Individual Employer will require that any subcontractor of the Individual Employer specified in the demand will, if he has not already done so, post a surety bond in the amount of fifteen thousand dollars (\$15,000) to cover payment of wages and contributions to the Trust Funds specified in this Agreement in Section 8A, B, C, D, and E. Failure of the Individual Employer to comply with Section 1C(5)(a) will make the Individual Employer liable for the delinquencies of the subcontractor in conformance with Section 1C(5)(b) following.
  - (b) 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 within ten (10) days of knowledge of delinquency to the Individual Employer and to the subcontractor. If written notice within ten (10) days of knowledge of delinquency is received, the Individual Employer shall pay and satisfy the amount of any such delinquency by such subcontractor occurring on the Individual Employer's specific construction project 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 subcontractor.
- (6) If the Individual Employer fails to give written notice as required in Paragraph (5) above he shall, until such time as notice is given, assume liability for any violation by the subcontractor of the terms and conditions of this Agreement as may be determined pursuant to the provisions of Section 5 provided, however, these provisions notwithstanding the Individual Employer shall not be liable for contract violations other than those set forth in Paragraph (5)(b) by the subcontractor if such subcontractor is signatory to an agreement with the Union.
  - (7) Regardless of anything in this Section 1C to the contrary, if any Local Union having knowledge of the delinquency continues to dispatch men to any subcontractor of an Individual Employer when such subcontractor is delinquent in the payment of any wages or fringes and the subcontractor has failed to post a surety bond required in Section 1C(5) (a), then the Individual Employer shall not be liable for any such delinquencies.
  - (8) If any Employee covered by this Agreement knowingly cooperates with any Individual Employer to defeat the payment of wages and fringe benefits as required by this Agreement, said Employee will be liable for such penalties as may be determined by the Board of Adjustment as outlined in Section 5.
  - (9) It is the intent of the parties hereto that the provisions of this subcontracting clause be applied only to the extent permitted by law.
  - (10) Notwithstanding any provision of this Agreement to the contrary, the provisions of this subcontracting clause shall not be enforced by strike or job action.



- (11) The above provisions notwithstanding, in the event an Individual Employer subcontracts work covered by this Agreement to a subcontractor who is not signatory to this Agreement or an appropriate agreement with the Union, the Individual Employer shall assume an additional responsibility as follows:

If the subcontractor shall be found in violation of the Hiring provisions of this Agreement, pursuant to Section 5 and the Union is unable to collect the liability determined to be owing for such violation from the subcontractor, the Individual Employer shall then become liable for the payment of such liability. The total of this liability shall be for no more than five (5) days' violation or the total of the subcontractor's retention, whichever is greater.

**D. Trust Fund Delinquencies**

If any Individual Employer becomes delinquent by three (3) months in making the fringe benefit payments set forth in Section 8, of this labor agreement, that Individual Employer shall be notified by certified mail by the Administrator of the Trusts or Trusts applicable to it's extended delinquency and the provisions of this Section of the labor agreement. Copies of this notice shall also be sent to the Union in addition to the Individual Employer.

Such delinquent Individual Employer shall reply in writing to the Trustees of the applicable Trusts (in care of the Trust Administrator) within ten calendar (10) days of the receipt of such notice with the reasons why a Surety Bond equal to a monetary sum of two (2.0x) times the amount of the then outstanding total trust funds delinquencies should not be required of the Individual Employer as a condition of the terms of this Agreement. Upon review, at the sole discretion of the Trustees of the applicable Trusts, the Trustees may require a Surety Bond be posted by the delinquent Individual Employer. This posted Surety Bond is not in any way to be construed as in lieu of any then current delinquencies payments required under this Agreement at the time of the requirement to post such bond. Its purpose is solely to ensure to the payments of any future delinquencies which may be accrued by the respective Individual Employer and the actions of the Trustees shall not be subject the grievance procedures in this Agreement.

All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administrator of the various Trusts, and provided in a timely period as determined by the Trustees of the applicable Trusts.

If the Surety Bond is drawn upon to make any future fringe payments required under Section 8, the monies shall be pro-rated 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 Apprenticeship Trusts.

If a delinquent Individual Employer fails to respond either to the: (1) required written response or; (2) to the demand for a Bond as determined by the Trustees in the required timely period, the Local Union after receiving written notice from the Board of Trustees of this continuing delinquency 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 4 (No Cessation of Work) of this Agreement.

Any employees so withdrawn or refusing to perform any work for the Individual Employer 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 for the Individual Employer.

Whenever any Individual Employer covered by the 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 Individual Employer or places where said Individual Employer is performing work.

## **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 the 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 District Council of Plasterers' and Cement Masons' of Northern California. 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.

### **B. Employer's Recognition of Unions as Bargaining Agents**

The Employer hereby unequivocally recognizes the Union as the sole and exclusive representative of those Employees of members of the Individual Employers covered by this Agreement, it being specifically agreed that the Union has shown evidence of its support by a majority of covered Employees working for each of the covered Individual Employers under this Agreement for collective bargaining purposes and that this recognition may be deemed to be an agreement governed by Section 9(a) of the National Labor Relations Act as amended.

## **Section 3 Union Security and Hiring**

### **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 other 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 performing work, on or after the expiration of eight (8) continuous or accumulative days of employment on such work with any Individual Employer following the beginning of such employment, or the effective date of this Subsection 3A, whichever is later. Membership in any such Local Union shall be available to any

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such person on the same terms and conditions as 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 Employer and the Union will promptly enter into negotiations with regard to such subject.

- (2) Upon written notice from the Union or Local Union stating all pertinent facts that show an Employee's noncompliance with this Subsection 3A, the Individual Employer shall be required to discharge that Employee within twenty-four (24) hours.

**B. Employment**

- (1) The Local Unions shall establish and maintain open and nondiscriminatory employment lists for the use of workmen desiring employment on work covered by this Agreement and such workmen shall be entitled to use such list. It is mutually agreed by the Employer and the Union to fully comply with all the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246 and California Fair Employment Practices Act, to the end that no person shall on the grounds of sex, race, color 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. Pursuant to Title 7 of the Civil Rights Act of 1964, Executive Order #11246 and directives as issued by the Office of Federal Contract Compliance, the Individual Employer may request necessary workers to enable the Individual Employer to comply with the above mentioned laws and directives.

Wherever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine gender in all situations where they so apply.

- (2) The Individual Employer shall first call upon the appropriate Local Union having work and area jurisdiction for all such men as he or it may from time to time need, and such Local Union shall furnish the Individual Employer the required number of competent workmen and skilled mechanics of the classifications needed by the Individual Employer, in accordance with the provisions of this Subsection 3B, if available.
- (3) It shall be the responsibility of the Individual Employer when ordering men to give the appropriate Local Union all of the pertinent information regarding the workmen's employment.
- (4) The appropriate Local Union shall furnish in accordance with the request of the Individual Employer such competent workmen and skilled mechanics, if available, of the classifications needed from among those entered on said lists to the Individual Employer by use of a written referral to jobs on a nondiscriminatory basis.
  - (a) Workmen specifically requested by name, who have been laid off or terminated in the geographic area of the appropriate Local Union having work and area jurisdiction within one (1) year before such request by a requesting Individual Employer or Individual Employer members of a

registered joint venture now desiring to re-employ the same workmen in the same area, provided they are available for employment. Such request shall be confirmed in writing within twenty-four (24) hours after the request is made.

- (b) Workmen who, within the two (2) years immediately before the Individual Employer's order for men, have performed work of the type covered by this Agreement in the geographic area of the Agreement as defined in Section 1, provided such workmen are available for employment.
  - (c) Workmen whose names are entered on said lists and who are available for employment.
- (5) When ordering workmen of the skills required the Individual Employer will give notice to the appropriate 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 ½) hours, if possible, before the required reporting time. In the event that forty-eight (48) hours after such notice (Saturdays, Sundays and recognized holidays excluded), the Local Union shall not furnish such workmen, the Individual Employer may procure workmen from any source. If workmen are so employed, the Individual Employer shall promptly report in writing to the appropriate Local Union having work and area jurisdiction, each such workman by name. In emergency cases workmen may be dispatched other than at such dispatching time.
- (6) 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 any reason. No applicant for employment will be required to sign a medical statement as a condition of employment. The Individual Employer may discharge any Employee for any cause which he or it may deem sufficient, provided there shall be no discrimination on the part of the Individual Employer against any Employee for activities on behalf of, or representation of the Union, not interfering with the proper performance of his duties. Whenever an Individual Employer discharges an Employee, he shall submit a written notice to the Employee stating the reason for the discharge.
- (7) The Individual Employer shall be the sole judge of the qualifications of all his Employees and may upon such grounds discharge any of them. After forty (40) hours of employment, no Employee may be discharged without "just cause". In the event of discharge without "just cause", the Employee may 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 5 hereof. An individual who is rejected or discharged for cause by the Individual Employer, including, but not limited to drug and alcohol pre-employment testing, shall not be referred to such Individual Employer for a period of one (1) year from the date of rejection or discharge.

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

- (8) Any individual desiring employment in a particular area shall register at the appropriate Local Union office by appearing personally and shall indicate his name, address, telephone number, Social Security Account Number, qualifications, type of work desired and the date of such registration.

- (9) Available for employment shall mean: all individuals eligible for referral shall be present at the appropriate Local Union office during dispatching hours; however, they may be present at a location where they can be reached by telephone if they live in a remote area, or, due to extenuating circumstances, cannot be personally present.
- (10) Dispatching hours shall be from 7:00 a.m. to 9:00 a.m. daily (Saturday, Sunday and recognized holidays excluded).
- (11) Each individual, upon being referred, shall receive a referral slip to be transmitted to the Individual Employer representative at the jobsite, indicating his name, address and Social Security Account Number, type of job, date of proposed employment, applicable wage rate, date of referral and the time of day dispatched from the union hall.
- (12) To insure the maintenance of a current registration list all individuals who do not re-register within one (1) week of their previous registration shall be removed from the registration list. If such individuals re-register pursuant to the provisions of this Section they shall maintain their previous positions on such list.
- (13) Persons shall be eliminated from the registration list for the following reasons:
  - (a) Dispatched to the job-except that any person who is rejected by the Individual Employer or fails to complete one (1) full day's work shall retain his position on said list.
  - (b) Failing to accept suitable employment one time during the current week at the time of dispatch.
  - (c) Unavailable for employment during the current week.
  - (d) Any individual dispatched to a job who fails to report for work shall be placed at the bottom of the list provided he re-registers.
- (14) No individual who is rejected by the Individual Employer shall be referred to such Individual Employer with respect to the same request pursuant to which he was initially referred.
- (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 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) Selections of applicants for referral to jobs pursuant to this Agreement shall be on a nondiscriminatory 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 provisions of Section 3A.
- (17) Any person, including an Individual Employer, aggrieved by the operation of the hiring hall provisions of this Section has the right to submit his grievance to permanent hiring hall mutual arbitrator who shall be Thomas Angelo, provided such

submission is made in writing, stating the reasons for the grievance, within ten (10) working days after the occurrence of the grievance. The neutral hiring hall 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 each Local Union or District Council. Notices required by this submission of any such grievance shall be available at all times in the office of each Local Union or District Council. Notices required by this Subsection shall be mailed or delivered to District Council of Plasterers' and Cement Masons' of Northern California, Local 400 at 810 W. Stadium Lane Sacramento, CA 95834 and Local 300 at 8400 Enterprise Way, Suite 111, Oakland, CA 94621. The date of the postmark or the date of delivery of the grievance, whichever is later, shall stop the running of the ten (10) day period. The costs of arbitration should be borne equally by the Employer and the Union regardless of which Local Union, District Council or Individual Employer is involved.

- (18) The Individual Employer will notify the Local Union having area jurisdiction, of the name and Social Security Number of his Employees that are to work in the area other than his own local. It is also agreed the Individual Employer shall have the right to designate the first (1<sup>st</sup>), third (3<sup>rd</sup>), fifth (5<sup>th</sup>) man, etc., up to fifty percent (50%) but not more than fifty percent (50%) shall be brought in other than the odd man. At no time shall the percentage be increased during the duration of such job. Any person who is hired under the fifty percent (50%) clause as described in this Subsection 3B(18) shall be considered for all purposes on that job as a person hired under that clause regardless of whether or not he is laid off or terminated and then rehired on the same job during the course of the job.
- (19) Where there are four (4) or more Cement Masons employed on one job, by one Individual Employer, one (1) shall be designated Foreman. He shall receive Foreman's pay and work with his tools at the Individual Employer's discretion.
- (20) An Individual Employer may employ apprentices to do all work performed by journeyman in accordance with this Agreement. The ratio of apprentices to journeyman shall be a mandatory one (1) apprentice for every four (4) journeyman and may be as low as one (1) apprentice when at least one (1) journeyman is employed at the option of the Individual Employer.
- (21) Notwithstanding the provisions of this Subsection 3B, upon notice in writing being given to the appropriate Local Union of the Union, the Individual Employer shall have complete freedom to employ one (1) qualified student Employee per construction project. A qualified student Employee is defined as one who is enrolled in an AGC-sponsored or approved construction management program. The qualified student Employee is not deemed to be covered by the Terms, Conditions and Economics of this Agreement, including Section 3(a), unless he is employed for a period of over five hundred (500) hours during any one calendar year.
- (22) Notwithstanding the above, effective June 16, 1997, the mobility of all Employees who have been Employees of the Individual Employer for the period of the immediate two (2) 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:

- (a) Provide the appropriate Local Union, when requested in writing, with a current list of names and Social Security numbers of those Employees who are eligible for mobility; and
- (b) The Individual Employer shall notify the appropriate Local Union of a job or project of more than one day's duration.
- (c) In cases where an Individual Employer is found to have dispatched certain Employees not eligible for mobility to a job site as defined in 3B(22), then the Local Union having jurisdiction in the project area shall notify the Individual Employer of such violation or error. The Individual Employer, upon notification by the Union, shall within twenty-four (24) hours correct said violation or error to the satisfaction of the Union.
- (d) No Employee of the Individual Employer shall suffer loss of mobility for a break in service of four (4) months or less with the Individual Employer if the break in service is due to illness or extended vacation.

#### **Section 4 No Cessation of Work**

It is mutually understood and agreed that during the period when this Agreement is in force and effect, the Union or Local Union will not authorize any strike, slowdown 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 of any Employer and Individual Employer to comply with the provisions of the hiring clause, Section 3B hereof, or the provisions of Section 8A, B, C, D, or E. As to any Individual Employer who shall fail or refuse to comply with the provisions of those sections, so long as such failure or refusal continues, it shall 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, 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 shall not be a violation of this Agreement.

In the event the Board of Trustees of a Fund into which the Individual Employer is required to pay determines that an Individual Employer is delinquent in the making of any payments required by Section 3B, C, or E, thereof, it shall not be in violation of this Agreement so long as such delinquency continues, if the Union withdraws the Employees who are subject hereto from the performance of any work for such Individual Employer and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any Employee of an 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, 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 Employee so withdrawn or refusing to perform any work as herein provided shall not lose his status as Employee but no such Employee shall be entitled to claim or receive any wages or other compensation for any period during which he has been withdrawn or refused to perform any work.

- (A) No Employee covered hereby may be discharged by any Individual Employer for refusing to cross a picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof, or the

International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the Local Building and Construction Trades Council having jurisdiction over the area in which the job is located, after the Individual Employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the Individual Employer involved at his address. This Section shall not apply to jurisdictional disputes.

## **Section 5      Grievance Procedure**

Any dispute concerning any application or interpretations of this Agreement, other than jurisdictional disputes as referenced in Section 6, shall be subject to the following procedure:

- A. In the event that a dispute arises on a job, it shall be first reported to the Individual Employer or in the case of a grievance of an Individual Employer to the Business Agent of the appropriate Local Union (or District Council) who shall then attempt to adjust said grievance or dispute at the job site level.
- B. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union (or District Council) or otherwise authorized Union Representative and the Individual Employer or his 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 by the Cement Masons Contract Administration Trust Fund.
- C. The grieving parties shall specify in writing on a standard Trust Fund grievance form the date(s) of the alleged violation(s), the nature of the alleged violation(s), and the specific provision(s) of the Agreement applicable to the dispute. A dispute shall not be recognized as a grievance nor be subject to the grievance procedure, provided said dispute is outside the scope of the Agreement. No dispute, complaint or grievance, shall be recognized unless called to the attention of the Employer and the Union in writing within ten (10) calendar days (with exception of holidays) after the last date the alleged violation was committed.

In the event the grievance involves the issue of a subcontractor violation where the subcontractor is signatory directly to this Agreement as an Individual Employer, a separate grievance shall be filed against said subcontractor and said grievance shall be processed to its final conclusion through these procedures prior to any grievance hearing against the prime contractor.

- D. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Employer, 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.
- E. In addition to any rule or procedure which the Cement Masons Contract Administration Trust Fund may adopt, the Board of Adjustment shall be governed by the following provisions:
  - (1) The parties shall select and utilize a permanent Impartial Arbitrator who is willing to abide by the procedures set forth herein. However, the Impartial Arbitrator may be changed or replaced at the request of either party.
  - (2) Neither side will utilize attorneys in these Boards of Adjustment proceedings unless advance written notice of a minimum of ten (10) working days is provided to the Employer and the Union, in which case both sides shall have that right.



- (3) 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.
- (4) 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. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
- F. The Board of Adjustment shall meet within thirty (30) days following written submission of the grievance to the Cement Masons Contract Administration Trust with the exception of discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) days. Failure of either party to meet or to participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.
- G. In discharge cases if the Board of Adjustment fails to meet within fifteen (15) days due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) days. If the Employer or Individual Employer is unavailable to meet, the wage payment and Trust Fund contribution liability shall be continuing until such time as the Board of Adjustment meets. 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.
- H. 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.
- I. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 1C 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 I 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.
- J. The expenses of the Joint Board of Adjustment and the Impartial Arbitrator shall be paid for by the Cement Masons Administration Trust Fund. Any additional expenses resulting from the use of attorneys such as court reporters, transcripts, etc., shall be borne equally by the Individual Employer and the Union.

### **Section 5(A) Contract Administration Fund**

A Trust Fund entitled "The Contract Administration Trust Fund" shall be created to provide for the costs of the Employer for administering the provisions of this Section 5. The contribution into a Contract Administration Trust Fund shall not exceed eight cents (\$.08) per hour for each hour paid for or worked. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a Trust Agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Fund Manager of the Trust to the

Individual Employers. The Union shall have the right, not more than one time per year, to independently audit the Trust Fund.

All grievances involving Individual Employers who are not members of the AGC of California, Inc. shall be processed through the grievance procedure established in Section 5 of the Agreement provided that the right of an Individual Employer not a member of the AGC of California, Inc. may participate on his or its own behalf at the Board of Adjustment and that the final decision shall be made by the permanent Arbitrator if the panel cannot attentively agree.

### **Section 5(B) Construction Industry Force Account Council**

Effective June 30, 2014, each signatory Individual Employer shall contribute two cents (\$.02) per hour to the Contract Administration Trust Fund for participation in the Construction Industry Force Account Council coalition for each hour paid for or worked.

### **Section 6 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 affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions themselves, and if not settled then it shall be submitted to the International Presidents of the Unions involved in the dispute for determination and if not settled, the parties hereto agree that the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accordance with the plan adopted by the Building Trades Department, AFL-CIO. The Employer, the Individual Employer and the Union shall be and are bound by such determination and decision unless the other union shall refuse to abide by the determination and decision in which case the Union shall be and is authorized to proceed to enforce the decision by any lawful means in which case the work shall proceed as originally assigned by the Individual Employer until such decision is made.

### **Section 7 Working Rules**

#### **A. Work Day**

Eight (8) consecutive hours starting between 5:00 a.m. and 10:00 a.m., excluding lunch period, except as provided under shift work, shall constitute a regular day's work at straight time rates. However, the Individual Employer may stagger individual employee's starting times within the established starting times of this Agreement at individual jobsites by mutual consent of a majority of the Employees and the Individual Employer providing the Local Union is notified in writing.

Each Employee shall have eight (8) consecutive hours of rest in any twenty-four (24) hour period. Such twenty-four (24) hours shall be computed from the start of the Employee's assigned shift. If an Employee is required by an Individual Employer to report to work without eight (8) consecutive hours of rest from the end of his regular or overtime shift, he shall be paid for all hours worked at the appropriate overtime rate until he has eight (8) consecutive hours of rest away from the job. Waiting time at the jobsite, when directed by the Individual Employer, without performance of work, shall not be considered a break within the meaning of this Section.

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**First (1<sup>st</sup>) Meal Period:** No Employee shall be required to work continuously for more than five (5) hours from the beginning of the scheduled work shift without an opportunity to eat lunch. Each Employee covered by this Agreement shall be permitted to take not less than one-half (½) hour uninterrupted lunch period.

The first (1<sup>st</sup>) meal period must be completed by the Employee within five and one-half (5 ½) hours of the Employee's starting time for the workday. Meal periods, at the option of the Individual Employer may be staggered at any time after the first three (3) hours from the beginning of the scheduled work shift.

**Second (2<sup>nd</sup>) Meal Period:** No Employee shall be required to work continuously for more than ten (10) hours per day without the Individual Employer providing the Employee with an uninterrupted second (2<sup>nd</sup>) meal period of not less than thirty (30) minutes, provided that if the total hours worked by the Employee are no more than twelve (12) hours for the day.

The second (2<sup>nd</sup>) meal period may be staggered by the Individual Employer and must be completed by the Employee within ten and one-half (10 ½) hours of the Employee's starting time for the workday.

However, if an Employee works over ten (10) hours, the Individual Employer and Employee may mutually agree to waive the Employee's entitled second 30-minute meal period so long as the first meal period was taken and the Employee works not more than a total of twelve (12) hours.

The Individual Employer shall compensate such Employee ten dollars (\$10.00) for the purchase of dinner. There shall be no loss of wages during the evening meal period. In the event, for reasons beyond the control of the Individual Employer, it is not possible for the Employees to purchase an adequate meal, dinner may be provided by the Individual Employer.

**Meal Period Penalty:** Double time (2.0x) rate shall be paid to Employees required to work during or beyond any of their mandated meal periods. The double time (2.0x) rate shall be paid from the missed scheduled meal period start time until the Employee is provided the applicable uninterrupted one-half (½) meal period or the end of the shift, whichever occurs first.

Should any provision of California State Labor Code Section 512 be amended during the term of this Agreement, the parties agree to meet to address those changes in accordance with Section 14 (General Savings Clause) of this Agreement.

Any meal period disputes arising from these provisions shall be subject solely and exclusively to the grievance procedures set forth in this Agreement and must be brought to the Employer and the Individual Employer's attention, in writing, by the Union or Employee within ten (10) calendar days after the Individual Employer's regular pay day for any alleged violation of the meal period provisions. Decisions resolving disputes arising out of the grievance procedures shall be final and binding upon both parties.

**Rest Periods:** 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. 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 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.

**Rest Period Penalty:** 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 hourly wage rate excluding fringe benefits for all missed rest periods that day.

#### **Heat Illness Preventative Recovery Period**

A heat illness preventative recovery period shall be made available for employees working in high heat conditions in order to prevent heat illness in accordance with CAL OSHA requirements.

If an Individual Employer fails to provide an Employee a preventative recovery cool-down period in accordance with this Section, the Individual Employer shall pay the Employee one (1) 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.

#### **Working Rules Disputes**

All disputes concerning working rules, rest periods, and heat illness preventative recovery periods are solely and exclusively subject to the grievance procedures set forth in this Agreement and must be brought to the attention of the Employer and Individual Employer, in writing, by the Union or Employee within ten (10) calendar days of the commission of the alleged violation. Under no circumstances shall an Individual Employer be liable for more than one (1) rest break or heat illness preventative recovery period penalty per Employee per work day. Any penalties paid under this section shall neither include any fringe benefits nor be used in calculating overtime hours. Decisions resolving disputes arising out of the grievance procedures shall be final and binding upon both parties.

### **B. Work Week**

The regular work-week shall consist of forty (40) hours, Monday through Friday, at straight time rates.

**Four by Ten Work-Week (4 x 10)** – 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. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.

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 Cement Mason employed the balance of work day when the Individual Employer determines that work is available. (See Attachment A (Letter of Agreement) attached.)

**C. Change in Work Day or Work-Week**

When the Union and Employer consider and agree that conditions of the industry in the area covered by this Agreement warrant a shortened work day or work-week, the Union and the Employer shall jointly give adequate consideration and discussion to such changes; provided, however, that any such changes in the work day or work-week shall not be used to increase the basic hourly wage scales or to encourage the payment of overtime to a greater extent than that which is being paid at the time a change is made in the work day and work-week.

**Saturday Make-Up Day** – In the event that work cannot be performed Monday through Friday because of inclement weather or major mechanical breakdown (limited to curb and gutter machine, concrete pump, laser screed, bidwell, and concrete plant) Employees (at their option) may make up such a day on Saturdays and shall be paid at the applicable straight time rate. No Employee shall be disciplined or discharged for not working on Saturday make up. The Employer, as a courtesy, shall notify the Union of any Saturday make up day work prior to working same.

**D. Shift Work**

Where multiple shifts are worked, if the Individual Employer elects to work the day shift starting between the hours of 5:00 a.m. and 10:00 a.m., that shift shall work eight (8) hours and for such work they shall be paid the regular straight time rate for eight (8) hours; the second (2<sup>nd</sup>) shift shall work seven and one-half (7 ½) hours, and for such work they shall be paid the regular straight time rate for (8) hours; if a third (3<sup>rd</sup>) shift is worked, they shall work seven (7) hours and for such work they shall be paid eight (8) hours regular straight time pay. No multiple shift shall be established or started for less than five (5) consecutive work days.

Where predetermined conditions exist as advertised by the bidding authority requiring a starting time outside of the established starting times, a special single shift differential of three dollars (\$3.00) per hour shall apply.

It is agreed that the Individual Employer and the Employees hereby affected may mutually agree, in writing, upon different starting or quitting times for any of the above mentioned shift arrangements.

When, upon requirement of the awarding authority, the Individual Employer produces evidence in writing to the Union of a bona fide job requirement or, due to safety conditions or other requirements, such work may be performed on single or double shift basis and an Employee shall work eight (8) consecutive hours for which he shall receive eight (8) hours' straight time pay, Monday through Friday. Any Employee who reports to work on such special shift and for whom work is provided shall receive not less than eight (8) hours' straight time pay. The Individual Employer shall notify the Local Union having area jurisdiction before starting such special shift and shall confirm the notice, in writing, within twenty-four (24) hours following the start of the special shift. 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 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 shift.

It is further agreed that in the event the special shift starts on Sunday, the sixth (6th) day of the work week shall be considered as the Employee's Saturday and the seventh (7th) day of the work week shall be considered the Employee's Sunday for purpose of computing overtime.

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

**E. Overtime**

On regular work days from Monday through Friday, time and one-half (1 ½) shall be paid for overtime worked in excess of eight (8) hours in any one (1) day. Time and one-half (1 ½) shall be paid for the first eight (8) hours worked on Saturdays unless Saturday is a make up day per Section 7(C). Double time (2.0x) shall be paid for all overtime worked after eight hours on Saturdays and for all time worked on Sundays and Holidays.

**F. Show-up Time**

Any workman reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting unless he has been notified before the end of his last preceding shift not to report. Any Employee who reports to work and for whom work is provided shall receive not less than four (4) hours' pay and if more than four (4) hours are worked in any one (1) day shall receive not less than a full day's pay therefore, unless, prevented from working for reasons beyond the control of the Individual Employer, including but not limited by such factors as inclement weather or breakdown causing discontinuance of a major unit of the project during which time workmen are not required or requested to remain on the job by the Individual Employer or his agent.

Furthermore, on the first day of dispatch an individual's work day shall commence at 8:00 a.m. without regard to the earlier scheduled crew start time.

**G. Recognized Holidays**

The following are recognized holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

If any of the above holidays fall on a Sunday, the following Monday shall be considered a legal holiday. If the holidays of Independence Day (Fourth of July), Christmas and New Year's Day fall on a Saturday, the preceding Friday shall be considered a legal holiday, when and if the basic crafts adopt this provision.

**H. Pre-job Conference**

There shall be a pre-job conference prior to the start of a job if requested by either party.

**I. Employee's Tools**

Cement Masons will be required to furnish the following "Bag of Tools": Three (3) trowels (varying in sizes to fit work); one (1) pointer (trowel); one (1) set of coving tools (1 nose and 1 cove); one (1) wood hand float; one (1) rubber float; one (1) hammer; one (1) sledge hammer; one (1) hand saw; three (3) hand edgers (1/4", 1/2" and 3/4" radius to match coving tools); one (1) set of knee pads; one (1) hand brush (paint brush); two (2) levels (1 pocket, 1 23" or longer); 300'nylon cord, one (1) pair pliers, w/side cutter; carpenter pencil and marking crayon. All tools are to be manufactured in the United States.

**J. Owners**

No more than one (1) owner of a firm or company which is an Individual Employer under this Agreement shall be permitted to perform work covered by this Agreement.

**Section 8 Wage Scales, Health and Welfare, Pension, Vacation/Holiday, Apprenticeship Fund and Supplemental Dues**

**A. WAGE SCALES**

Basic wage scales for Cement Masons and specialty classifications applicable for the period July 1, 2016 to June 30, 2019 are set forth as follows:

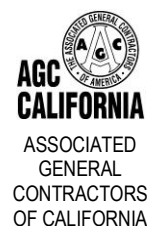
	7/01/16	7/01/17	7/01/18
(1) Journeyperson	\$32.15	\$1.80* **	\$1.95* **
(2) Swing or Slip Form Scaffolds	\$33.15	\$1.80* **	\$1.95* **
(3) Mastic Magnesite, Gypsum, Polyester, Resin and all Composition	\$33.15	\$1.80* **	\$1.95* **

\*\* To be allocated by the Union.

\* 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 existing wages and/or fringe benefits.

(4) **Foreman** – effective 7/01/16 the Foreman shall be paid twelve percent (12%) above the current journeyperson’s wage rate.

**General Foreman** – When the Individual Employer determines the need for the classification of a General Foreman, he/she shall be paid twenty percent (20%) above the current journeyperson’s wage rate. Whenever an Employee is designated a General Foreman, the person who is so designated and the specific assignment for such person, shall be within the sole and exclusive judgment of the Individual Employer and such determination to appoint a General Foreman, or not to do so, shall not be subject to the Grievance Procedures (Section 5) of this Agreement.



(5) **Apprenticeship Work Hour's and Related Work Hour's with Language:**

Apprentice's indentured on or after June 28, 1999 shall be covered under the following percentage rates.

First Period	0 Work Hours –	
	0 Related Training Hours	65% of Journeyperson rate
Second Period	700 W.H. & 72 R.T.H.*	70% of Journeyperson rate
Third Period	1400 W.H. & 144 R.T.H.*	75% of Journeyperson rate
Fourth Period	2100 W.H. & 216 R.T.H.*	80% of Journeyperson rate
Fifth Period	2800 W.H. & 288 R.T.H.*	85% of Journeyperson rate
Sixth Period	3500 W.H. & 360 R.T.H.*	95% of Journeyperson rate
Journeyperson	4200 W.H. & 432 R.T.H.*	100% of Journeyperson rate

Fringe Benefits: Health & Welfare only for the first six (6) months. Full fringes thereafter.

\* Refers to any apprentice indentured will receive related training hour credit for the months of June, July and August for the purpose of wage increments as per the state standards of apprenticeship.

\* Advance written notification to the Individual Employer shall be required regarding period advancement and/or eligibility for full fringe benefits prior to such individuals becoming eligible to receive an increase to either wages or fringes. The Individual Employer will not be held accountable for any retroactivity if not properly notified.

Ratio: An Individual Employer who is entitled to employ apprentices shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. When four (4) journeyperson are employed on a project for a particular Individual Employer, the next Employee hired to perform covered work must be an apprentice and this ratio will be continued for every four (4) additional journeyperson employed on the project. On projects with fewer than four (4) journeyperson, an Individual Employer may employ one (1) apprentice with at least one (1) journeyperson employed by him. The first apprentice may not be employed until the Individual Employer regularly employs at least one (1) journeyperson.

Any new apprentice with proof of prior experience may be classified at more than sixty-five percent (65%) of journeyperson wages (with health and welfare only) for the first six (6) months with the approval of the Individual Employer.

Upon at least sixty (60) days written notice to the Employer prior to any increase date specified in the contract, the union may elect at its option to allocate the increase to any or all of the following:

1. Wage Rates
2. Health and Welfare
3. Pension
4. Vacation/Holiday/Supplemental Dues
5. Apprenticeship Fund



Provided, however, if any or all of the monies are allocated to Fringe Benefits they shall become effective 7/01/16, 7/01/17, 7/01/18.

If the Union fails to properly notify the Employer of an allocation of wages and benefits as outlined in Section 8, the allocation will not become effective until thirty (30) days after notification, but in no event prior to the scheduled increase date.

Provided, further, the Union and Employer will meet to mutually agree on the allocation of increases referenced in this Collective Bargaining Agreement for Health and Welfare only under any of the following conditions:

1. Upon request of the Trustees.
2. Upon an actuarial report that there are less than 6 months reserve in the Health and Welfare Fund.
3. Upon mutual agreement of the parties.

**Public Works Projects**

On those public works projects where a prevailing wage determination by the State or Federal agencies prevails such wage and fringe rate referenced in the bid specs shall remain in effect for the duration of said project.

If the prevailing wage and fringe benefit rates for a specific job or project are less than the rates set forth in the Master Labor Agreement, and there are non-signatory prime bidders on the plan holders list or if there is no bid list published, the Individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the bid specifications.

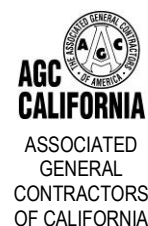
If no wage rates or fringe benefit rates are set forth in the bid documents, the Individual Employer may bid said project in accordance with wage rates, fringe benefit rates, and other applicable provisions of the Private Work Agreement. If the terms and conditions of the Private Work Agreement are not sufficiently competitive, the Union shall, upon an Individual Employer's request, establish more competitive wage rates, fringe benefit rates, and working conditions.

**B. Health and Welfare**

Health and Welfare contributions applicable for the period July 1, 2016 to June 30, 2019 are set forth in full herein:

	7/01/16	7/01/17	7/01/18
Health and Welfare	\$8.28	*	*

Subject to the provisions hereof, each Individual Employer covered by this Agreement will contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under said Agreement, to the Cement Masons Health and Welfare Trust Fund for Northern California and will be subject to and entitled to the benefits of all of the provisions of the Trust Agreement dated April 7, 1953 establishing that Fund, and any amendment or amendments thereto. It is understood and agreed that there shall be no duplicating contributions with respect to any Employee or the work of any Individual Employer. Without limiting this general understanding, the parties agree that any subcontractor covered by this Agreement pursuant to Section 1C shall only be required to pay



contributions into the Cement Masons Health and Welfare Trust Fund for Northern California with respect to such work covered by this Agreement. The Union and the Employer agree that this plan is and has been a defined contribution plan.

In the event the Cement Masons Health & Welfare Trust Fund falls below a six (6) month reserve, the collective bargaining parties agree to meet and confer, at the request of either party, to review whether an increase to the allocation is necessary to provide a sufficient reserve (not less than six [6] months) for the Health & Welfare Trust Fund.

**C. Pension Plan**

Pension Plan contributions applicable for the period July 1, 2016 to June 30, 2019 are set forth in full herein:

	7/01/16	7/01/17	7/01/18
Pension	\$10.55*	*	*

Each Individual Employer covered by this Agreement will contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under the Agreement, to the Cement Masons Pension Trust Fund for Northern California and will be subject to and entitled to the benefits of all the provisions of the Trust Agreement dated November 23, 1959 establishing that Fund, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined benefit plan.

\* 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.

**D. Vacation/Holiday/Supplemental Dues Plan**

Vacation/Holiday/Supplemental Dues Plan contributions applicable for the period July 1, 2016 to June 30, 2019 are set forth in full herein:

	7/01/16	7/01/17	7/01/18
Vacation/Holiday	\$3.90	*	*
Supplemental Dues	\$1.69	*	*

Each Individual Employer covered by this Agreement shall contribute such sums, as set forth for each hour paid for or worked by Cement Masons employed by such Individual Employer under the Agreement, to the Cement Masons Vacation/Holiday/ Supplemental Dues Plan and will be subject to, and entitled to the benefits of, all of the provisions of the Trust Agreement dated March 29, 1963, establishing the Cement Masons Vacation Trust Fund for Northern California, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan. The parties agree that the Trustees of the Vacation/Holiday Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

**Supplemental Dues**

Effective for all work performed on or after July 1, 2016, it is agreed that upon authorization as required by law, the amount of one dollar and sixty-nine cents (\$1.69) per hour for each

hour paid for or worked shall be transmitted from the vacation/holiday benefit of each workman and shall be remitted directly to the Union. This amount shall not be deemed to be a 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 workman. Such remittance shall be made to the Union not less than four times per year.

**E. Apprenticeship Fund and Training Fund**

Apprenticeship contributions applicable for the period July 1, 2016 to June 30, 2019 are set forth in full herein:

	7/01/16	7/01/17	7/01/18
Apprenticeship	\$ .54	*	*

Each Individual Employer covered by this Agreement shall contribute such sums, as set forth for each hour paid for or worked by Cement Masons' employed by such Individual Employer under this Agreement, to the Cement Masons Apprenticeship Fund and Training Fund and will be subject to, and entitled to the benefits of, all of the provisions of the Trust Agreement dated July 18, 1974, establishing the Cement Masons' Apprenticeship and Training Trust Fund for Northern California, and any amendment or amendments thereto. The Union and the Employer agree that this plan is and has been a defined contribution plan.

The Cement Masons Apprenticeship program shall be administered by the Cement Masons' Joint Apprenticeship Committee. The Committee shall consist of an equal number of representatives appointed by the Union and the Employer. The Committee shall have the authority to hire a Director, promulgate regulations, dispense monies generated by the Apprenticeship Fund and have final authority over all aspects of the training program. Local Joint Apprenticeship Committees may be established by the Cement Masons' Joint Apprenticeship Committee. Additional provisions will be added to the new Apprenticeship Fund language to establish an escrow account for fund contributions. The escrow account is in accordance with the procedure used in 1958 to set up the vacation plan.

**F. Supervisory Personnel**

The Union and the Employer agree that the Individual Employers covered by this Master Agreement may cover owners, partners or supervisory personnel above the rank of foreman in the Cement Masons' Health and Welfare Trust Fund for Northern California, the Cement Masons' Pension Trust Fund for Northern California, the Cement Masons' Vacation/Holiday Trust Fund for Northern California and the Cement Masons' Apprenticeship and Training Trust Fund for Northern California, by paying contributions with respect to the work of such an individual into all of these Funds monthly, on the basis of one hundred sixty (160) hours, in accordance with the hourly rates set forth in this Master Agreement, regardless of the hours worked by any such individual in a month, provided that such individual is performing work within the forty-six (46) Northern California area and that, if not an owner, partner or supervisor would be working as a journeyperson Cement Mason under the terms of this Agreement and provided further that the Individual Employer, having made one (1) payment with respect to the work of such an individual, shall continue to make such payments monthly so long as the individual continues to perform work for the Individual Employer within the forty-six (46) Counties area in the capacity of an owner, partner deemed an Employee covered by this Agreement solely for the purpose of participating in said Funds and shall have no rights or privileges under the Agreement as an Employee.

**G. Audit**

- (1) The Employer and the Individual Employer agree that upon a written request from the Union or the Employer to the Board of Directors of the Northern California Cement Masons' Funds Administration, Inc., the Board of Directors will direct an audit of the payroll account of any Individual Employer named in the request within ten (10) days. If the initial audit on the payroll account does not provide enough information to determine whether or not any delinquency exists, then the Board of Directors will direct a further audit of whatever records or accounts exist in order to determine the amount of the delinquency.
- (2) The 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 fifty (\$150.00) dollars 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 (\$1,000.00) dollars 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 the true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.
- (3) It is understood and agreed by the parties hereto that the foregoing provisions for liquidated damages with respect to audit shortages are independent of and in addition to any and all provisions for liquidated damages resulting from delinquencies contained in each of the Trust Agreements to which the Individual Employer is subject under this Agreement.

**Section 9 General Conditions**

**A. Other Agreements or Conditions More Favorable**

In the event that the District Council of Operative Plasterers' and Cement Masons' of Northern California which is signatory hereto, or any Local Union, enters into any other agreement with other Individual Employers or employer associations which shall have terms more favorable to such Individual Employers or employer associations and the members thereof than this Agreement, then such more favorable provisions shall immediately become a part of and apply to this Agreement.

The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum to this Agreement.

This section shall not be applicable to agreements between the Union and Individual Employers covering work in bona fide permanent yards or shops.

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**B. Constitution and Bylaws**

The terms of this Agreement shall not be interpreted to abridge any of the constitution and bylaws of the Operative Plasterers' and Cement Masons' International Association or the constitution and bylaws of the Associated General Contractors of California, Inc.

**C. Conflicting Bylaws to be Amended**

Where the bylaws of a Local Union subject hereto conflict with the provisions of this Agreement, it is agreed that this Agreement shall supersede any such bylaws.

**D. Contracting**

No work will be let by piece, contract or lump sum direct with Journeyperson or Apprentices for labor services. Excessive amounts paid as hourly wages or under the guise of "travel pay" or "subsistence", where not required or permitted by this Agreement, shall be evidence of a violation of the Agreement.

**E. Payment of Wages**

All wages must be paid on the jobsite weekly. When men are laid off or discharged they must be paid wages due them at the time of layoff or discharge in accordance with the provisions of the Labor Code of California.

Each Individual Employer shall provide with each payroll check, an itemized check stub showing separately the date of issuance, the payroll period, straight time hours, overtime hours, the Individual Employer's name and home office location and all legally required deductions.

**F. 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 supplied by any Individual Employer.

**G. Cooperation with Employer's Safety Measures**

Local Unions shall cooperate (1) with the Individual Employer in the carrying out of all such Individual Employer's safety measures and practices for accident prevention and (2) Employees shall perform their duties in each operation in such a manner as to promote efficient operation of each particular duty and of any job as a whole. Each Individual Employer must post the name and address of his doctor and of the compensation insurance carrier on the jobsite.

Each Employee shall be required to participate in the Individual Employer's accident prevention program as required by CAL/OSHA.

**H. Visits to Jobsite**

A business agent or special representative shall have access to the project during working hours for the purpose of checking the manner in which the terms of this Agreement are being complied with.

He shall make an effort to advise the Individual Employer or his representative of his presence on the project and shall not stop or interfere with the work of any workmen without the permission of the Individual Employer or his representative. No business agent or special representative shall be discriminated against for performing his duties under this Agreement.

**I. Steward**

A Steward shall be a working journeyman Employee appointed by the Union who shall, in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible and the Individual Employers agree that the Steward shall be allowed a reasonable amount of time for the performance of such duties. The Union shall notify the Individual Employer of the appointment of each Steward.

No Steward shall be discharged or laid off except for just cause as described in Section 3B (7). Violation of this Section by the Individual Employer and discharge of a Steward shall be subject to grievance pursuant to Section 5. A Steward shall carry on his union duties in such a manner so as not to interfere with the performance of the work.

If the Individual Employer has been notified in writing of the appointment of a Job Steward the appropriate Local Union shall be given a one (1) day notice before a Cement Masons' Steward is laid off, unless the Cement Masons' work is finished.

**J. Protective Clothing**

The Individual Employer shall furnish the necessary goggles, hard hats, or other protective clothing pertaining to work with caustic materials. Rainwear will be issued as necessary. Such equipment shall be furnished, as necessary, by the Individual Employer free of charge and returned by the Employee immediately upon completion of the work and in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. No additional rain gear or other protective clothing will be reissued to the Employee unless and before he returns all original items issued.

**K. Parking**

In the event parking facilities are not available within three (3) blocks of a jobsite, the Individual Employer will provide such facilities and the Individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions it is necessary to use public facilities, the Individual Employer shall reimburse the Employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof; such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. The area covered by this Agreement shall be the City of Sacramento, City and County of San Francisco, and the Counties of Alameda, San Mateo, Marin, Contra Costa, and Santa Clara.

**Section 10 Effect on Existing and Other Agreements**

This Agreement between the Associated General Contractors of California, Inc. and the District Council of Plasterers' and Cement Masons' of Northern California shall supersede the 2013-2016 Master Labor Agreement between all parties, except for those Individual Employers who have given their power of attorney to the Employer for the 2013-2016 Agreement, and who have not given their power of attorney to the Employer for this Agreement.

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When an Individual Employer works on a job that is covered by a project labor agreement to which the Union is signatory, the Individual Employer may work under the parties' Master Agreement for Northern California or the Project Agreement, whichever is more favorable to the Individual Employer.

### **Section 11(A) Employer's Membership**

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

### **Section 11(B) Agreement Binding Upon Parties**

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

### **Section 12 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 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, fermented 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 13 Effect of Approval by International Union**

It is agreed by and between the parties to this Agreement that the act of the Operative Plasterers' and Cement Masons' International Association (hereinafter called International Association) in approving this contract as to form and substance, as provided in the paragraph below, the International Association, its officers, and agents shall not in any manner thereby become a party to this Agreement, nor is there any duty, liability or obligation imposed upon the International Association, its officers or agents, respecting the terms and conditions of this contract in any manner whatsoever.

It is further agreed that the approval by the International Association as to form and substance is only for the purpose of indicating that the International Association certifies that the said contract is not in violation of the International Constitution and Bylaws and is approved as to form and substance for that purpose only and no other.

## **Section 14    General Savings Clause**

- A.    It is not the intent of either party hereto to violate any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties hereto agree that in the event that 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 and "No Cessation of Work", Section 4 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.

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 of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

- B.    The parties agree that if and when any provisions and/or language of this Agreement are held or determined to be illegal, invalid, superseded, in conflict, or voided by any laws, rulings or regulations of any Federal or State court, governmental authority or agency having jurisdiction of the subject, the parties shall immediately meet and promptly enter into lawful renegotiations, within thirty (30) days of written notice by either party, concerning only the subject matter of said provision while the remainder of the Agreement shall remain in full force and effect.

## **Section 15    Travel Expense/Travel Centers**

For jobs bid on or after June 15, 2005, the following provisions apply:

"Travel Expense" is defined as reimbursement for gas, oil, tires and auto maintenance and is not a wage or reimbursement for time spent in travel to or from the jobsite. No Employee shall be disciplined for refusing to travel in a company vehicle to or from the jobsite.

"Traveling Centers" are defined as those area dispatch offices that existed on June 28, 1999 in Exhibit A (1999 CM MLA Travel Centers).

Effective June 15, 2005, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.

Each Employee covered by this Agreement who travels over fifty (50) miles to the place of reporting for work from his residence or the location of the Area Dispatch Office having jurisdiction over the project, whichever is closer, shall be paid at the Federal Reimbursement rate per mile for all miles traveled outside the fifty (50) road miles and return to the fifty (50) mile mark only.

It is understood that travel expenses shall be paid for each day a worker travels and is employed in work covered by this Agreement, but no later than once a week or upon termination whichever is sooner.



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On Canal and Highway jobs the geographical midpoint of the job shall be considered as the reporting point for the purpose of travel expense pay. On all other jobsites, the project office shall be considered as the place of reporting for work for the purpose of travel expense pay.

The Individual Employer agrees that no project office will be established in an area closer than fifty (50) miles in an effort to defeat the travel expense procedure herein established.

## **Section 16 Expense Out of Town**

The Individual Employer, when transporting an Employee from his home area dispatch office to localities outside the jurisdiction of the Employee's home area dispatch office, requiring the Employee to live away from home for "jobs of short duration" shall reimburse the Employee for board and room expenses, or may, at Individual Employer's option, pay the Employee per diem of sixty-five dollars (\$65.00) per day for each day he is required to spend the night and is available for work.

For the application of this Section only, "jobs of short duration" shall be interpreted to mean jobs of two (2) months or less. In the event the job or project is more than two (2) months in duration, the Individual Employer will have the option of: (1) continuing the Employee and reimbursing as outlined above, or (2) lay off the Employee without any restriction options of accepting layoff or transferring to the Local Area dispatch office and provide return travel expenses to his home base; or, the Employee will have the option of accepting layoff or transferring to the Local Area having jurisdiction over the job and receiving travel and/or subsistence applicable to the Employee member of the Local Area dispatch office.

## **Section 17 Geographic and Market Conditions**

The parties to the Agreement recognize the necessity of assuring the competitive position of the parties within the industry during Parkthe term of this Agreement. Consistent with that recognition, Labor and Management will continually monitor the effectiveness of this Agreement relative to specific geographic or market areas 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.

## **Section 18 Effective Termination Date**

This Agreement shall be effective as of July 1, 2016, and shall remain in effect until June 30, 2019 and shall be renewed from year to year thereafter unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change at least sixty (60) days prior to the date of the expiration of this Agreement.

The parties agree further that this Agreement is closed on all items until June 30, 2019 and all of the terms and provisions of said Agreement shall be and continue in full force and effect without further opening or change until June 30, 2019.

The Union agrees that in the event that in 2019 or any succeeding year either party should exercise its right under the first paragraph of this section, the parties shall, within thirty (30) days after receipt of written notice, meet and submit the changes desired and for a period of thirty (30) days prior to June 30th of any such year, bargain with respect to those changes. If no Agreement has been entered into between the parties hereto by June 30th or any year in which such notice shall have been given, then this Agreement shall thereupon cease and terminate.

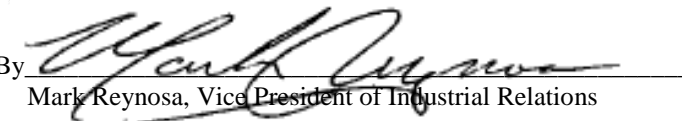
In all other respects, the terms of the Master Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date hereof by their respective representative duly authorized to do so this. 26<sup>th</sup> day of January, 2016.

**FOR THE EMPLOYER:**

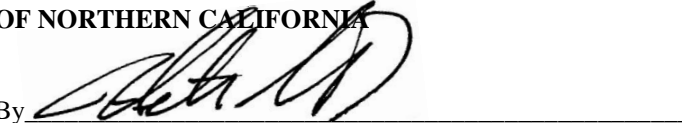
**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

By   
Thomas T. Holsman, CEO

By   
Mark Reynosa, Vice President of Industrial Relations

**FOR THE UNION:**

**DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS'  
OF NORTHERN CALIFORNIA**

By   
Hector Cortez, Business Manager Local 400

By   
Keith Shanks, Business Manager Local 300

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**ATTACHMENT A**

**LETTER OF AGREEMENT**

It is understood between the AGC of California, Inc. and the Cement Masons' District Council that Section 7B, concerning the employment of Cement Masons' on Fridays afternoon, shall be interpreted to mean that if patching and packing work is available on Monday morning, then such work was also available on Friday Afternoon.

Signed by: M. B. Dillashaw  
M.B. Dillashaw, Chairman, Negotiating Committee

Signed by: Robert N. Mounce  
Robert N. Mounce, Director  
Northern California Labor Department

## **ATTACHMENT B**

### **SUBSTANCE ABUSE POLICY**

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

- (a) In the sole discretion of the Individual Employer, requiring covered Employees to submit to an examination by competent medical personnel to determine whether there is a probability that the Employee is suffering from any impairment which might cause the Employee to be a safety hazard to himself 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 test may include, in the discretion of the Individual Employer, such test of the Employee's bodily fluids as 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 duties in a prompt, competent and safe manner. Approve the application and utilization of a quick screen oral testing device as a method of per-hire drug screening.

**Random Drug Testing** – An Individual Employer may initiate a random testing program a selection process where affected Employees are selected for testing and each Employee has an equal chance of being selected for testing. The selection process shall be in accordance with DOT testing procedures. If an Individual Employer initiates such testing, all covered Employees shall be subjected to such testing. 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 screen program.

**Time of Dispatch Screening** – The parties shall establish a joint committee to determine whether there is a feasible means by which the Local Union can conduct the drug/alcohol screen before dispatching an Employee so that only Employees with a negative test will be referred.

- (b) Implementation of rules regarding the discipline and/or discharge of any Employees that the Individual Employer determines, as a result of the tests describe in subparagraph (a), are reasonable likely to become voluntarily impaired or disable form the safe performance of their work tasks as a result of the ingestion of alcohol or performance impairing drugs.
- (c) Implementation of a voluntary employee assistance program, to provide counseling, therapy and monitoring of these Employees who request Individual Employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

The Individual Employer shall have no obligation to compensate any individual who tests positive. If the individuals test is negative, the Individual Employer shall be responsible for not less than 2 hours of show up pay.

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

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**ATTACHMENT C**

**HEAVY, HIGHWAY COMMITTEE  
SIDE LETTER**

The parties, along with the other Heavy and Highway crafts, will establish a Heavy and Highway Committee if the other Heavy and Highway crafts agree.

Signed by: Thomas T. Holsman  
Thomas T. Holsman, CEO  
Associated General Contractors of California, Inc.

Signed by: Steven Scott  
Steven Scott, Business Manager Local 300  
District Council of Plasterers' and Cement Masons' of Northern California

Karl Bik  
Karl Bik, Business Manager Local 400  
District Council of Plasterers' and Cement Masons' of Northern California

**ATTACHMENT D**

**PAID SICK LEAVE WAIVERS**


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

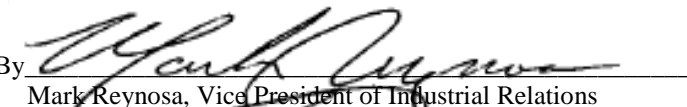
The parties also agree that to the fullest extent permitted, the Cement Masons Master Labor Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, effective February 5, 2007, and City of Oakland Measure FF and Municipal Code section 5.92.030, effective March 2, 2015, and shall supersede and be considered to have fulfilled all requirements of said Ordinance/Code as presently written, and/or amended during the life of this Master Agreement.

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

**FOR THE EMPLOYER:**

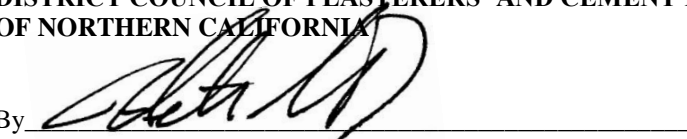
**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

By   
Thomas T. Holsman, CEO

By   
Mark Reynosa, Vice President of Industrial Relations

**FOR THE UNION:**

**DISTRICT COUNCIL OF PLASTERERS' AND CEMENT MASONS'  
OF NORTHERN CALIFORNIA**

By   
Hector Cortez, Business Manager Local 400

By   
Keith Shanks, Business Manager Local 300

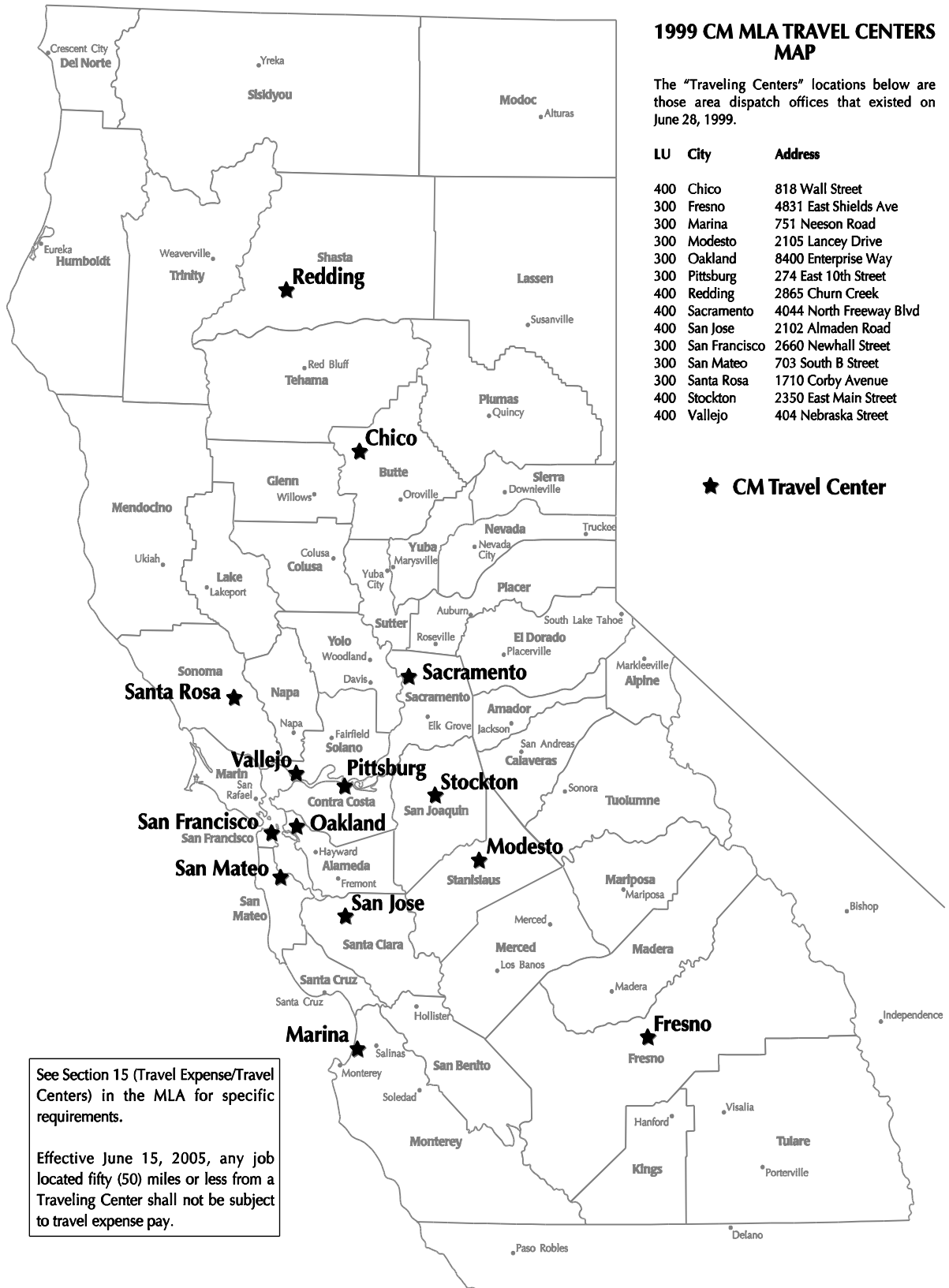
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**EXHIBIT A**

**1999 TRAVEL CENTERS**

The "Traveling Centers" locations below are those area dispatch offices that existed on June 28, 1999.

<u>Local Union</u>	<u>City</u>	<u>Address</u>
400	Chico	818 Wall Street
300	Fresno	4831 East Shields Ave
300	Marina	751 Neeson Road
300	Modesto	2105 Lancey Drive
300	Oakland	8400 Enterprise Way
300	Pittsburg	274 East 10th Street
400	Redding	2865 Churn Creek
400	Sacramento	4044 North Freeway Blvd
400	San Jose	2102 Almaden Road
300	San Francisco	2660 Newhall Street
300	San Mateo	703 South B Street
300	Santa Rosa	1710 Corby Avenue
400	Stockton	2350 East Main Street
400	Vallejo	404 Nebraska Street



See Section 15 (Travel Expense/Travel Centers) in the MLA for specific requirements.

Effective June 15, 2005, any job located fifty (50) miles or less from a Traveling Center shall not be subject to travel expense pay.



Tab 5 – PINS Use

## TAB 5 – PINS USE

### **PINS Use**

By execution of Unger's Standard Subcontract or Purchase and Installation Agreement, Subcontractor acknowledges that it will adhere to Unger's protocol in using a third-party software, administered by our internal Insurance Department, this software is called **PINS Advantage**. Unger Construction Co. will use this software for the insurance submission process to request, track, and store all vendor/contractor insurance documents for all NEW/RENEWING subcontracts & purchase orders. As you already know, Unger Construction Co. requires proof of insurance to be in compliance with your Standard Subcontract Agreement/Purchase and Installment Agreement, prior to the commencement of work and to be maintained current without a lapse in coverage.

Unger will issue an invite to Subcontractors from PINS to forward to their Insurance Agent(s) so they can submit the requested insurance online. Insurance request will be from: [no-reply@pinsadvantage.com](mailto:no-reply@pinsadvantage.com). If the Subcontractor's Insurance Agent(s) aren't authorized to upload to the 3<sup>rd</sup> party's site, the Subcontractor acknowledges that it will be responsible for the insurance submission in PINS.