

LABORERS' UTILITY MASTER AGREEMENT

2012-2015

BETWEEN

THE PIPELINE CONTRACTORS ASSOCIATION

AND

**SOUTHERN CALIFORNIA DISTRICT COUNCIL OF
LABORERS**

**AND ITS AFFILIATED LOCAL UNIONS
(12 Southern California Counties)**

LABORERS' UTILITY MASTER AGREEMENT

2012-2015

TABLE OF CONTENTS

Title	Section	Page
Breaks.....	15	25
Center for Contract Compliance Trust Fund.....	17	31
Classifications.....	16	28
Contributions Payable to Trust Funds.....	'A'	35
Coverage.....	3	2
Delinquency and Collection Procedure.....	5	5
Drug and Alcohol Abuse Prevention Program.....	22	34
Effective and Expiration Dates.....	12	21
Employee Rights.....	5	3
Equal Employment Opportunity.....	19	32
Existing and Conflicting Contracts.....	4	3
Foremen.....	18	31
Fringe Benefits.....	16	29
Future Increases.....	16	29
General Construction Worker.....	21	33
General Provisions.....	1	1
General Saving Clause.....	14	22
Grievances and Disputes, Procedure for Settlement.....	10	19
Health and Welfare.....	17	29
Holidays.....	11	21
Job Steward.....	9	17
Jobsite Transportation.....	15	24
Joint Apprenticeship Committee.....	20	32
Jurisdictional Disputes.....	8	17
Lockouts.....	8	17
Meal Period.....	15	25
Miscellaneous.....	18	31
Parking.....	15	24
Payment of Wages.....	15	26
Pension.....	17	30
Procedure for Settlement of Grievances and Disputes.....	10	19
Qualifications.....	13	21
Qualified Electrical Worker.....	20	32
Recognition of Bargaining Representatives.....	2	2
Registration for Work and Referral Procedure.....	7	9
Safety.....	15	27
Shifts:		
Single.....	15	22
Multiple.....	15	22
Special.....	15	23

Strikes, Lockouts, Jurisdictional Disputes.....	8	17
Subcontracting, Employee Rights, Union Standards And Work Preservation	5	3
Subsistence	15	25
Supplemental Dues.....	7	15
Training and Retraining.....	17	31
Trust Funds.....	17	29
Union Recognition.....	6	8
Union Standards	5	3
Use and Transfer of Regular Workers.....	7	16
Vacation Trust.....	17	30
Wage Scales.....	16	28
Work Preservation.....	5	3
Working Rules for Laborers.....	15	22

LABORERS' UTILITY MASTER AGREEMENT

2012-2015

THIS AGREEMENT is made and entered into this 1st day of August, 2012 by and between THE PIPELINE CONTRACTORS ASSOCIATION, hereinafter called the "Association," and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS, affiliated with the Laborers' International Union of North America, AFL-CIO, and its affiliated Local Unions, or any or all of them, hereinafter referred to as the "Union".

PURPOSE

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.

To effectively implement the foregoing, the parties to the Agreement hereby establish a Committee composed of seven (7) representatives appointed by the Southern California District Council of Laborers and seven (7) representatives appointed by the Pipeline Contractors Association. 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 the Agreement. The Committee is authorized to recommend such changes as it deems to be in the best interest of the parties to the Agreement, which changes, if approved as set forth below, shall not be subject to Section 11, paragraphs A or B of the Agreement.

Approval of any change shall not be subject to Section 8 or 9 of the Agreement, and shall require a written agreement approved and executed by duly authorized representatives of the Southern California District Council of Laborers and the Associated General Contractors of California, Inc. and the Pipeline Contractors Association. This Committee shall be empowered to develop rules and procedures for its deliberations.

SECTION 1

GENERAL PROVISIONS

The term Association shall refer to the Association previously named and signatory to this Agreement.

The term Employer (or Contractor) shall refer to a person, firm or corporation party to this Agreement by reason of membership in the Association, or who, by separate executed writing, agrees to be bound hereto.

The term Union means the Southern California District Council of Laborers and its affiliated Local Unions.

The term "Local Union," as used herein, shall refer to a local Union affiliated with Southern California District Council of Laborers, which has jurisdiction over the work in the territory covered by the agreement.

The term Employee (or Employees) means the employed person or persons.

The term Workers means persons (male or female) in the labor market not employed.

The "Method of Deliver of Written Notices" required by this agreement shall be satisfied by one of the following means of delivery; email, fax, certified mail or regular mail.

SECTION 2

RECOGNITION OF BARGAINING REPRESENTATIVES

The Union hereby recognizes and acknowledges that the Association is the exclusive bargaining representatives for the purpose of collective bargaining with relation to the employees and the work covered by this Agreement.

The Association and the Employer recognize and acknowledge the Union as the sole and exclusive bargaining representative of the employees for the purposes of collective bargaining with relation to the employees and the work covered by this Agreement.

SECTION 3

COVERAGE

- A. This Agreement shall apply to and cover all workers within the territory described in this paragraph, employed by the Contractors to perform, or performing utility construction work, within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Section and in the area known as Southern California and more particularly described as the counties of San Diego, Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern. This Agreement shall also apply to the offshore islands of Southern California, namely, Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Clemente Island, San Miguel Island, Santa Rosa Island, Anacapa Island, Santa Barbara Island, and any man-made or artificial islands offshore the Southern California Counties.
- B. This Agreement shall apply to and cover all work falling within the recognized jurisdiction of the Union and performed by the Contractors in public streets, rights of way, or utility easements for the installation, maintenance, repair, treating, reconditioning, and replacement of gas pipelines, and electric and/or communication duct systems, mechanical and industrial piping including similar types of work on private property. This Agreement shall cover all cable television work. Tunnel work which shall be performed under the provisions of the Tunnel Master Labor Agreement. All work covered by the Master Labor Agreement, including sewer, water and storm drain work, shall be performed under the provisions of the Master Labor Agreement.
- C. This Agreement does not apply to work covered by the National Pipeline Agreement. Nor does this Agreement apply to any work performed on public works; such work shall be covered by the Master Labor Agreement.

SECTION 4
EXISTING AND CONFLICTING CONTRACTS

- A. In the event the Union establishes special conditions for work covered by this Agreement, those special conditions shall be made available to the Contractor or individual Contractors who wish to perform the designated work in the same locality.
- B. The Union will promptly notify the Employer in writing of any amendment, modification, exception or addendum of this Agreement which might be negotiated in any area covered by this Agreement between the Union, an individual employer or group of individual employers. No Contractor signatory hereto shall be required to pay higher wages or be subject to less favorable working conditions than those applicable to other Contractors employing workers covered by the terms of this Agreement.
- C. The provisions of the article will not apply to special projects, jobsite Agreements or MBE/WBE/DBE public works Agreements which may be negotiated in any area covered by Agreements.

SECTION 5
**SUBCONTRACTING, EMPLOYEE RIGHTS,
UNION STANDARDS AND WORK PRESERVATION**

- A. The purposes of this Section are to preserve and protect the work opportunities normally available to employees and workers covered by this Agreement, maintenance and protection of standards and benefits of employees and workers negotiated over many years and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workers.
- B. **Definition of Subcontractor.** A subcontractor is defined as any person (other than an employee covered by this Agreement), firm or corporation, holding a valid state contractor's license where required by law, who agrees orally or in writing to perform, or who in fact performs for or on behalf of an individual Contractor, or the subcontractor of an individual Contractor, any part or portion of the work covered by this Agreement.
- C. Neither the Contractor nor any of his subcontractors shall subcontract any work to be done at the site of the construction, alteration, painting or repair of a building, structure or other work coming within the jurisdiction of the Union except to a person, firm or corporation party to an appropriate current labor agreement with the Union or with the appropriate Local Union.
 - (1) The Contractor may ensure compliance with the subcontracting provision contained in this Section by inserting into any subcontract for covered work the following language:

"Subcontractor acknowledges that Contractor has entered into the following labor agreements covering work at the construction jobsite with the Southern California District Council of Laborers and its affiliated Local Unions: Southern California Laborers' Utility Master Agreement effective July 1, 2012 to June 30, 2015 ("Utility Master Agreement"). The subcontractor acknowledges and agrees that a copy of the Utility Master Agreement is available to subcontractor.

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

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

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

- (2) No later than thirty (30) calendar days after execution of a subcontract, as specified in subsection 1, above, with a subcontractor not previously signed to the Utility Master Agreement, the Contractor shall deliver a copy of the cover page, Labor Relations Clause, and signature page of the subcontract to the Union.
- (3) If the Contractor complies with both subsections 1 and 2 above, the contractor shall not be liable for a breach of the subcontracting provisions of this Section as to that subcontract, provided however, the Contractor shall be liable for the Subcontractor's delinquent Trust Fund contributions only to the extent, if any, that such liability would otherwise exist under this Agreement.
- (4) In addition to any recovery of damages by the Union for a Contractor's violation of the subcontracting clause, the Trust Funds may recover damages in an amount equal to the full fringe benefit contribution rate in effect under this Agreement at the time of the violation, plus interest, audit fees, and liquidated damages, for each hour of covered work performed by the non-signatory subcontractor's employees. Such damages shall be payable to the Vacation Trust and shall be damages and not for the benefit of any specific individual.

- D. Jobsite work covered by the Plaster Tenders, Brick Tenders, Tunnel, Gunite, Asbestos, Parking and Highway Improvement, Landscape and Horizontal Directional Drilling Agreements of the Union are a part of the work description and bargaining unit covered by this Agreement.
- E. Any dispute involving this Section will be resolved under the grievance procedure of this Agreement. Any award of the Joint Adjustment Board may be judicially enforced. Notwithstanding any other provisions of this Agreement, the Union shall not have the right to use strike or any other economic action to enforce any provisions of this Section on subcontracting.

- F. The Contractor shall provide in his contract with the subcontractor the following provisions:
"The subcontractor accepts and agrees to be bound by the procedures for settling jurisdictional disputes as set forth in Section 7 of the Agreement. The subcontractor agrees that he will bind his subcontractor to said procedures in the same manner and to the same effect as provided with respect to him.
- G. The Contractor and his subcontractor shall have freedom of choice in the purchase of material, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractor to refrain from the use of materials, supplies and equipment, which will tend to cause any discord or disturbance on the project.
- H. In the event the Contractor is required to subcontract work on a public works project to a certified MBE/WBE/DBE subcontractor to meet requirements contained in governmental rules or regulations, the Contractor shall notify in writing the Local Union in whose jurisdiction the work is to be performed. The Union shall offer to sign the subcontractor to the Union's MBE/WBE/DBE Public Works Short-form Agreement.
- I. **Delinquency and Collection Procedure.**
1. The Trustees of the Trust Fund shall furnish the Contractor Association and the Union with a list of delinquent contractors each month. Such list will also be available to all signatory Contractors on request, subject to such reasonable cost as may be determined by the administrative office of the Trust Funds as representing the cost of duplication and transmission of such lists, payment for which to be made in advance, or if approved by the Trust Funds, at no cost to the Contractor. The Contractor agrees he will not subcontract any portion of his job to any subcontractor whose name appears on the delinquent list until such subcontractor has paid all delinquent monies to the various Trust Funds. In the event the Contractor subcontracts to any such delinquent subcontractor in violation of the foregoing, the Contractor shall remove such subcontractor from the job immediately unless such delinquent subcontractor immediately makes full payment for all delinquencies to the Trusts.
 2. If the Contractor fails to remove the delinquent subcontractor, the Contractor shall become financially responsible for all fringe benefits owed to any funds established by this Agreement by the Contractor or by his subcontractor or the subcontractor of his subcontractor for work performed on the Contractor's job or project in accordance with the requirements set forth below.
 3. The term "Contractor" for delinquency purposes only, shall include all entities of the delinquent contractor, change of name, or change of entity, provided that the delinquent Contractor holds at least 100% ownership in the new entity.
 4. In the event the Contractor subcontracts to a subcontractor that is not on the delinquency list at the time the subcontract is entered into, the Trust office shall notify the Contractor of any delinquency of any subcontractor within ninety (90) days of the date the delinquency first occurred and in no case shall the Contractor be liable for fringe benefit contributions of a subcontractor for more than ninety (90) days prior to the date the Trust Office notice is sent to the Contractor.

5. Where a Contractor contracts with a listed delinquent subcontractor or subcontractors, and the Contractor fails to terminate the subcontract of such delinquent subcontractor, or subcontractors, the Contractor shall become financially responsible for the liability of the delinquent subcontractor's fringe benefits on that job from the commencement of the work under the subcontract to the date of termination of that subcontract.
6. The Trust Office shall send delinquency notices to Contractors whose contributions are not paid as required. The Trust Office shall notify the Union of those Contractors who fail to pay within five (5) days of such notice and the Union may, at its sole option within forty-eight (48) hours after receipt of such notice withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.
7. Any employee rendered unemployed by reason of the foregoing shall not be deemed engaged in a work stoppage or labor dispute but shall be deemed constructively laid off by the Contractor by failure to pay monies due for the benefit of the employees. Contractor agrees that such employees are entitled to unemployment insurance and warrants that he will take no action to interfere with the employee's application for unemployment insurance. Any dispute in connection with this paragraph is subject to the grievance procedure.
8. The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.
9. All employees shall be covered by this Agreement and the provisions applicable to Trust Funds. The Trustees shall have authority to audit Contractor records to determine the appropriate contributions and shall have specific authority to examine the Contractor's records, including but not limited to all payroll records (including certified payroll records, certified payroll records, and all records reflecting payments to trust funds other than the Laborers Trust Funds of Southern California, time cards, Federal W-2 Forms, 1099 and 1096 Forms, Quarterly State Tax returns) all cash disbursement ledgers, and all canceled checks, check registers and invoices and bank checking account statements. If requested by the Trusts, the Contractor shall provide payroll breakdown by job and shall provide the job location, legal description of the jobsite property if known, the owner of job location, the name and address of the entity for which the Contractor is working, the contact telephone number for the job, the names and social security numbers of the employees working on the job, the number of hours worked by each employee on the job, all preliminary notices, mechanic liens and stop notices on the job, other relevant job location information requested by the Trusts and certification of workers compensation coverage. The Trustees may file suit to enforce this obligation, and, if successful, shall recover their attorneys' fees and costs, whether or not the audit reveals a delinquency. Any Contractor delinquent under this Article may be required by the Trust Funds to submit, in addition to regular reports, payroll breakdowns by job, and the failure to submit timely job breakdowns shall be considered a delinquency under this Article. If a Contractor refuses to furnish the foregoing the Union may take economic action.
10. It is recognized that a delinquency in contributions causes damages beyond the

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

11. The Trust Funds' Joint Delinquency Committee may require a Contractor to post a satisfactory bond in a sum equal to two (2) times the amount of the delinquency or such lesser amount as the Committee may determine, to secure payments of contributions to the Trust Funds. Such amounts are to be determined by the Trust Funds, and shall increase if the Contractor's delinquency increases. The bond shall not be construed in any way as in lieu of any payments required under this Agreement. All such bonds shall be deposited with the Trust Administrator and shall be in a form acceptable to the Trusts. The bond shall remain in effect for a period of 36 months after the delinquency giving rise to the obligation to post the bond or until one year after the date that the Contractor is no longer bound to the Agreement or any successor Agreement, whichever is earlier.
12. For the purposes of this Agreement, delinquency in failure to make the required reports and contributions to the Trust Fund as determined by the Trustees, shall consist of the following:
 - (a) Failure to submit trust report forms.
 - (b) Failure to report on all employees.
 - (c) Failure to make the payments as required on time.
 - (d) Failure to pay audit amounts and audit fees and other costs and damages as determined by the Trust.
 - (e) Failure of the bank to honor checks submitted.

- (f) Failure to pay monies due.
 - (g) Failure to submit to an audit.
13. The Trust Funds may exercise discretion in determining the materiality of a technical delinquency and may refrain from publishing to third parties that an employer committing only such a violation is delinquent. When the Trust Funds are asked by third parties or by a Contractor the status of that Contractor, the Trust Funds shall respond promptly to facilitate the Contractor's ability to address any problems quickly and to enable to Contractor to obtain prompt payment from its clients.
14. In addition to any other remedies under this Article, the union may terminate the participation of a delinquent contractor. Notice of such termination shall be sent to the Contractor, and each of the employees listed on the last report submitted by that Contractor, and shall be effective 30 days from such notice. Upon termination, no employee of the delinquent Contractor shall accrue credit for any benefits for hours worked for that Contractor. However, termination shall not end or alter the obligations of the Contractor (or any Contractor subcontracting to that Contractor) under this Article. In addition to any other damages under this Article, a Contractor so terminated shall be liable to the Trust Funds for the cost of notice, and shall be liable to its employees for the value of any benefits lost in an amount not exceeding the hourly contributions and liquidated damages that would otherwise have been due.

SECTION 6 UNION RECOGNITION

- A. The Contractor hereby recognizes the Union which is signatory hereto as the sole and exclusive collective bargaining representative of all employees of the Contractor signatory hereto over whom the Union has jurisdiction, as such jurisdiction is defined by the Building and Construction Trades Department of the AFL-CIO as of the date of this Agreement. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman.
- B. The Union hereby recognizes the Pipeline Contractors Association as the sole and exclusive bargaining representatives for their respective members, present and future, who are or who become bound by this Agreement and agrees that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Association, relative to part or all of the subject matter covered by this Agreement.
1. 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 the Contractor and any employee performing work within the recognized jurisdiction of the Union.
- C. This Agreement shall be binding upon each and every eligible member of the Pipeline Contractors Association with the same force and effect as if this Agreement were entered

into by each member individually. All eligible members of the Pipeline Contractors Association shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any member shall resign or be suspended from his respective Association prior to the expiration date of this Agreement, and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement; but shall be treated in all respects as if such former member were party to a separate executed writing binding such former member hereto, for the purpose of Section 10 hereof.

- D. The Union shall not dispatch workers or permit employees to work for a person, firm, limited liability company, partnership, joint, venture or other legal entity who, as a "broker", or subcontractor, furnishes workers to perform work covered by this agreement, or who arranges for workers to be placed upon the payroll of a Contractor. A "broker" is a person, firm, Limited Liability Company, partnership, joint venture or other legal entity, including a Contractor or Subcontractor, who hires or arranges for the hire of jobsite employees but does not supervise or control their work or maintain the equipment they use.

SECTION 7

REGISTRATION FOR WORK AND REFERRAL PROCEDURE

- A. In the employment of workers for all work covered by this Agreement, the following provisions shall govern:
1. Each Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and non-discriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.
 2. Applicants shall be registered on the employment list in the order of time and date of registration.
 3. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of said employment lists and each applicant shall complete prior to registration such forms for recording such information as may be submitted to him. Applicants shall list any special skills which they may possess.
 4. The Contractor shall first call the employment facility servicing the geographic area in which the project is located on which employees are needed and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The employment facility shall dispatch workers strictly in accordance with the provisions of this Agreement.
 5. It shall be the responsibility of the Contractor, when ordering workers, to give the employment facility all of the pertinent information regarding the prospective employment.
 6. (a) The employment facility will furnish in accordance with the request of the Contractor each such qualified and competent applicant from among those

registered on said employment list to the Contractor by use of a written dispatch slip stating information pertinent to the prospective employment, in the order of preference stated below. The selection of applicants for dispatch to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements. The order of preference in the dispatch of applicants who are available for employment is as follows:

GROUP A: Applicants whom a Contractor requests by name who have been laid off or terminated from employment of the type covered by this Agreement in the area served by the employment facility within five (5) years before a request from the same Contractor or a joint venture of which one or more members is a former employer, who laid off or terminated them provided they are available for employment. This provision shall also apply to individual employers wishing to rehire employees of a joint venture of which the individual employer was a member. Students who have graduated from the school operated by the Laborers' Training and Retraining Trust for Southern California shall enjoy Group A standing for one (1) year from date of successful graduation in the area of the employment facility nearest their place of residence at the time of entry into the school; provided, however, that the number of such graduates so employed on any job by any Contractor shall not exceed twenty-five percent (25%) of the total number of bargaining unit employees, without prior consent of the Union.

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

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

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

- (b) **Expedited Dispatch Group:** The Union recognizes the need of the Contractor to have the Union dispatch workers on an expedited basis to jobsites, and the Contractor recognizes the requirement for the union to operate a fair hiring hall. Notwithstanding any other provision of this Article, if the Contractor contacts the Local Union after posted dispatch hours and requests a worker to be dispatched to a jobsite within twenty-four (24) hours of the Contractors' call to the Local Union (and the Contractor does not request the worker by name pursuant to Group A and B, above), the Local Union shall dispatch the person nearest to the top of the out-of-work list who is present at the Local Union hiring hall, and if no person is present, then the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union cannot contact a person 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 shall not be eliminated from the out-of-work list.
- (c) **Notwithstanding the provisions of this Article, a worker shall be given preference in the order of dispatch under any of the following circumstances:**
- a. A Contractor becomes newly bound to this Agreement and requests the dispatch of its existing employees at the time the Contractor becomes bound.
 - b. A Contractor agrees to sponsor an employee as a Journeyman Laborer who has not worked under any Laborers Agreement; provided the Contractor agrees in writing that it intends to employ the worker on a full time basis. The Contractor shall send a letter to the Local Union to document its request.
 - c. A worker is "stripped" from a non-union employer and is dispatched to a Contractor.
 - d. A worker is a certified job steward and is dispatched to the job to act in such capacity.

At no time shall any job contain more than fifty percent (50%) of persons requested under subsection b, c and d above. Any Local Union may, at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job.

- (d) For Contractor requests by name pursuant to the provisions of Section 7, Paragraph D 6 (a), Group A and B, above, the Contractor shall document the request in writing, dated, signed by an appropriate management representative, specifying whether the person is a rehire and names the job for which the referral is requested.
- (e) Available for employment shall mean persons eligible for referral and present at the hiring hall or present at their residence telephone (if the Local Union permits dispatching by telephone) during the Local Union's posted dispatch hours, and all persons eligible for referral and present at the hiring hall after

posted dispatch hours, unless excused for the following reasons:

- (i) When death occurs in the immediate family, from the date of death and not exceeding one (1) week after the date of burial; provided, however, that the applicant produces bona fide proof of such death.
 - (ii) Persons on jury duty, provided they produce bona fide proof they are serving on jury duty.
 - (iii) Persons temporarily serving in the U.S. Military Reserve, provided they produce bona fide proof of such service.
 - (iv) Required attendance at a Workers' Compensation hearing or other administrative or court hearing, provided they produce bona fide proof of their required attendance at such hearing.
 - (v) Any other reason stated in the Local Union's hiring hall rules.
- (f) Persons shall be eliminated from the registration list for the following reasons:
- (i) Dispatched to a job, except that a person who is rejected by the Contractor or fails to complete five (5) days of work (or such other period of time set forth in a Local Union's hiring hall rules) shall retain his/her position on the list. Upon request of the Contractor, no person who is rejected by the contractor shall be dispatched again to the Contractor. Upon Local Union's request, the Contractor will confirm its request in writing.
 - (ii) Failure to accept the dispatch.
 - (iii) Unavailable for employment during posted dispatch hours.
 - (iv) Failure to report to a job to which the person was dispatched.
 - (v) Failure to register or attend roll call in accordance with the Local Union's rules.
 - (vi) Any other reason stated in the Local Union's hiring hall rules.
- (g) There is hereby established a Joint Referral Committee consisting of four (4) representatives of the Contractor and four (4) representatives of the Union. The establishment of the Committee is for the purpose of interpreting and enforcing all the terms and provisions of Section 6, Paragraph D.6. Any person having any disagreement with an applicant's placement or dispatch under Section 7, Paragraph A.6, shall submit his grievance to the Joint Referral Committee, by filing a written grievance with the Local Union stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance. The Joint Referral Committee shall have full power to adjust the grievance and its decision shall be final and binding upon the person submitting the grievance and all other parties involved in the

dispute. In the event of deadlock of the Joint Referral Committee, the grievance shall be referred to the permanent hiring hall neutral arbitrator, whose decision shall be final and binding. The costs of arbitration shall be borne equally by the Employer and the Local Union involved in the dispute. Forms for the submission of any such grievance shall be available at all times in the offices of the Local Unions. Neither the Joint Referral Committee nor the permanent hiring hall neutral arbitrator has the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

- (h) The parties agree that, at its option a Local Union may elect to delete Group D by posting written notice of such election at the place of dispatch.
- (i) When ordering workers, the Contractor will give notice to the appropriate Local Union, or its Agents, 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 before the required reporting time; and in the event that forty-eight (48) hours after such notice the appropriate Local Union, or its Agents, shall not furnish such workmen, the Contractor may procure workers from any other source, or sources. If workers are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such workers by name.

B. 1. New employees who have not worked under this Agreement may be employed by the Contractor as a Journeyman, if so requested by the Contractor and if in accordance with this Agreement. If requested by the Contractor he may be screened and tested by the Joint Apprenticeship Committee to determine whether the employee is a journeyman.

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

C. 1. It is agreed that all employees, covered hereby shall be, or become, on the eighth day after employment or the eighth day after the execution of this Agreement whichever is later, and remain continuously, members in good standing of the Union signatory hereto through its affiliated Local Unions having work and area jurisdiction and on whose behalf this Agreement is executed as a condition of employment. Membership in such Union shall be available upon terms and qualifications not more burdensome than those applicable at such times to other applicants for membership to such Union.

2. The Contractor shall discharge any employee pursuant to the foregoing section upon written notice from the Union of such employee's non-payment of initiation fees or dues. Such written notice shall indicate the amount of initiation fees or dues which are in a state of delinquency and shall give the employee forty-eight (48)

hours within which to cure the delinquency. The Contractor agrees to furnish a copy of such notice to the employee forthwith. The Union will hold the Contractor harmless for compliance with this Section.

3. (a) This section shall be known as the Laborers' Code of Performance. Without diminishing in any manner the Contractor's rights under Section F of this Article, should any Laborer referred for employment be terminated for cause as defined under this section, his or her referral privileges shall be suspended automatically for one (1) month. Should the same individual be terminated for cause a second time within a twenty-four (24) month period, his or her hiring hall referral privileges shall be suspended automatically for six (6) months. Should the same individual be terminated for cause a third time within a twenty-four (24) month period, his or her referral privileges shall be suspended indefinitely (time period begins from date of first discharge). A termination "for cause" under this section is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills (not applicable to apprentices), insubordination or theft.
- (b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the designated panel or an arbitrator shall be final and binding.
- (c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties, the availability and need for additional training, whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.
- (d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.
- (e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer designated by and whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue(s). The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of

the suspension from referral unless and until the Independent Review Officer decides otherwise.

D. Supplemental Dues.

1. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for supplemental dues from the amounts required to be paid by the third paragraph of Appendix "A" of this Agreement for each employee for each hour worked or paid for in each payroll period, as special supplemental dues. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") as agent for the purpose of receiving and holding written authorization cards and for receiving, holding, allocating and distributing the dues monies.
2. Said supplemental dues shall be transmitted to the Dues Trust concurrently with, but not as a part of, the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the employers pursuant to the provisions of this Section shall, from the instant of their deduction, be considered dues if proper authorization shall have been furnished. All other sums transmitted by the employers pursuant to the provisions of this Section shall, from the instant of their transmittal, be considered vacation contributions if no such proper authorization shall have been furnished and shall be held by the Vacation Trust for the account of the employee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the funds transmitted into dues and vacation contributions, respectively, based upon whether or not a proper dues deduction authorization shall have been filed. The bank shall then deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written authorization referred to above. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the southern California District Council of Laborers and/or the Dues Trust, as agent for the Contractor, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.
3. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum authorized by the employee as the amount owing for contribution to the Laborers Political League (LPL), or other Political Action Committee from the amounts required to be paid to the Vacation Trust pursuant to Appendix "A" of this Agreement for each employee for each hour worked or paid for in each payroll period. In implementing the foregoing, the parties have heretofore established the Laborers Vacation Dues Reconciliation Trust (hereinafter "Dues Trust") and they hereby designate the Dues Trust as agent for the purpose of receiving and holding written authorization for, and for receiving, holding, allocating and distributing

moneys designated by employees as political contributions.

4. Said contributions shall be transmitted to the Dues Trust concurrently with, but not as a part of, the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the California Laborers Vacation Trust for Southern California. All sums deducted by the employers as contributions pursuant to the provisions of this Section shall, from the instant of their deduction, be considered, contributions to LPL or other designated Political Action Committee. Prior to deposit in the separate bank accounts of the Dues Trust, on the one hand, and the Vacation Trust, on the other, the bank shall separate the political contributions and deposit such sums in the account of the appropriate Trust referred to in this Section. The Union shall bear the entire responsibility for furnishing the written contribution authorization. All costs incidental to receipt, administration and remittance to the LPL or other Political Action Committee shall be paid from the political contributions made into the Dues Trust or, at the Union's election, paid by the Union; and the Contractor shall not, by virtue of this provision, incur any additional cost. This provision shall not reduce the obligations of the Contractor to pay the full amount of vacation contributions specified in this Agreement.
- E. Subject to the foregoing, the Contractor shall have complete freedom of selectivity in hiring and the Contractor retains the right to reject, for any reason, any job applicant referred by the employment facility. The Contractor may discharge any employee for any cause which he may deem sufficient, provided there shall be no discrimination on the part of the Contractor against any applicant or employee, nor shall any such employee be discharged by reason of any Union activity not interfering with the proper performance of his work.
- F. **Use and Transfer of Regular Workers.**
1. On each project covered by this Agreement, the Contractor may transfer up to four (4) Laborers and one (1) foreman from one Local Union area to the area of another Local Union (for a total of five employees), after which the contractor may transfer one (1) additional employee for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The contractor shall keep this 50-50 ratio intact (one (1) local person and one (1) from outside the area) in employing, laying off and terminating Laborers. Only employees who have been employed by the Contractor for at least three hundred (300) hours in the last six (6) months may be transferred from one area to another area (this restriction shall not apply to the foreman). For the transfer of additional employees, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. Any additional transfers shall only be made by mutual consent. A prejob conference will determine additional transfer provisions on projects covering more than one local union's jurisdiction.
 2. In the performance of work covered by the terms of this Agreement, it is agreed that the relaxation from strict craft jurisdiction shall be allowed, provided the workers for each craft be assigned to their craft's jurisdiction as far as is practical. When such transfers are made, the employee shall be paid for the entire day on the basis of the rate of the highest paid classification under this Agreement in which he worked during the day.
 3. Composition of Crews - Laborers will be assigned to crews where the crew performs

laborers' work covered by the Laborers' Agreement. All work covered by this Agreement in classifications above the General Utility Laborers shall be assigned to laborers covered by this Agreement. The parties agree to continue to recognize the composite crew concept.

SECTION 8

STRIKES – LOCKOUTS – JURISDICTIONAL DISPUTES

- A. It is the purpose and intent of the parties that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement shall be settled by the procedures set forth in Section 10 and that during the term of this Agreement the Union shall not call or engage in, sanction or assist in a strike against, or any slowdown, or stoppage of the work of the Contractor. During the term of this Agreement, a Contractor shall not cause or permit any lockout of the employees covered under this Agreement.
- B. Except as otherwise provided in this Agreement, there shall be no strike, lockout or work stoppage by any party hereto or any individual employer.
- C. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal picket line sanctioned by the Building and Construction Trades Council in the area or for engaging in any other conduct protected by Section 7 of the Labor Management Relations Act of 1947, as amended.
- D. The Union guarantees during the term hereof that there shall be no strikes, slowdowns or stoppages of work, occasioned by jurisdictional disputes between the Union and any other Union.
- E. Jurisdictional disputes shall be settled by the Unions themselves. If not settled, then the dispute shall be submitted to the International Presidents of the Unions involved in the dispute for determination. While such procedures are being invoked and exhausted, the work shall proceed as assigned by the Contractor. The Contractor and the Union shall be and are bound by such determination and decision and the misassignment, if any is found, shall be promptly corrected by the Contractor.
- F. Nothing contained in this Agreement, or any part thereof, shall affect or apply to the Union in any action it may take against any contractor or subcontractor who has failed, neglected, or refused to comply with or execute any settlement or decision reached at any step of the grievance procedure or through arbitration under the terms of Section 10 hereof, or a decision reached through the procedure for settlement of jurisdictional disputes as outlined in this Agreement, except grievances concerning subcontracting.

SECTION 9

JOB STEWARD

- A. The Job Steward shall be a working employee selected by the Union, who shall, in addition to his regularly assigned work, be permitted to perform during working hours, such of his steward's duties as outlined in Paragraph C of this Section as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Contractor agrees to allow the performance of such duties as herein set forth. The Union shall notify the Contractor, or his representative, in writing, of the

appointment of the Job Steward, and the Contractor, or his representative, prior to laying off or discharging the Job Steward for cause, will meet with the representative of the Union servicing the particular job or project two (2) full working days prior to such intended layoff or discharge. If at that time it is determined it is a justifiable layoff or discharge, the Contractor or his representative will notify the Union in writing of these results. It is recognized by the Contractor that the employee selected as the Job Steward shall remain on the job as long as there is work in a classification he is qualified to perform. The Job Steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Section.

- B. There shall be no discrimination against the Union Steward for performing his Union duties. New employees shall on their first day of employment show their job referrals to the Job Steward. If the Steward is not immediately available, the new employee shall show his referral to the Steward as soon as possible.
- C. To promote harmony between the Union and the individual Contractor, the Steward shall be limited to and shall not exceed the following duties and activities:
 - 1. Check the job referral of each employee dispatched under the terms of this Agreement to the Contractor.
 - 2. Work with the Contractor's designated representative in charge of the job in an attempt to resolve disputes prior to application of the grievance procedure.
 - 3. Report to the Contractor's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, for less than the overtime rate or who goes to work without a job referral, when required.
 - 4. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.
 - 5. Make a complete job check during working hours not more than once a week.
 - 6. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Employer and the Job Steward prior notice.
 - 7. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractor's designated representative or his Business Representative.
 - 8. The Job Steward shall not:
 - (a) Stop the Contractor's work for any reason.
 - (b) Tell any workers or any employee covered by the Agreement that he cannot work on the job.
 - (c) Initiate any physical altercation with any person on the jobsite.
 - 9. Infractions of any of the rules in subparagraph 8 shall be cause for immediate dismissal of the job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.

- D. The Business Agent shall have access to the project during working hours and shall make every reasonable effort to advise the Contractor or his representative of his presence on the project.
- E. The Steward is to receive grievances or disputes from employees of his craft and shall immediately report them to his Business Agent.

SECTION 10

PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

- A. Grievances and disputes under this Agreement shall be adjusted between the Contractor and representatives of the Union having jurisdiction over the area where the work is being performed.
- B. If the grievance or dispute is not satisfactorily adjusted by the Business Agent and the Contractor, or his representative, either party may refer the matter to the Joint Adjustment Board, provided that the Union and the Contractor, or his representative, have met at least once in an effort to settle the grievance or dispute. A Contractor shall refer a grievance or dispute to the Association. A Local Union shall refer a grievance or dispute to the Southern California District Council of Laborers. Upon receipt of such notice, containing the name of the Contractor and the Local Union directly involved, the date and place of occurrence and a brief statement of the nature of the grievance or dispute, the Southern California District Council of Laborers shall refer the matter to the Joint Adjustment Board.

No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Association or the Local Union and the Union within fifteen (15) calendar days, except on discharges, which shall be seven (7) working days after the alleged violation occurred.

- C. There is hereby established a Joint Adjustment Board to be composed of two (2) regular and two (2) alternate representatives of the Contractors and two (2) regular and two (2) alternate representatives of the Union. The Joint Adjustment Board shall have the authority to perform the functions set forth in Section 10 of this Agreement. Each of the parties shall, within ten (10) days after the execution of this Agreement, appoint its representatives and immediately notify the other party, in writing, of the name and business address of each representative appointed. The Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairmen and Secretary, agree upon its procedural rules and, thereafter, it shall meet at the call of the Chairman.
- D. The Joint Adjustment Board shall meet and act upon such matters referred to it, but in no event later than five (5) working days after the referral. A decision shall be rendered within three (3) working days after the Joint Adjustment Board meets. In the event no decision can be reached within three (3) working days, the Joint Adjustment Board may, within two (2) working days, select a fifth person to act as Impartial Chairman by requesting the Federal Mediation and Conciliation Service to furnish the names of eleven (11) persons qualified to act as Impartial Chairman. When said list has been presented, the representatives of the Contractors and the representatives of the Union comprising the Joint Adjustment Board shall each have the choice of rejecting five (5) names of the eleven (11) persons listed. The remaining, or eleventh person, shall be selected as Chairman and, within twenty-four (24) hours, the Joint Adjustment Board and the Impartial Chairman shall meet and render a

decision within forty-eight (48) hours thereafter. The time limits specified in this paragraph may be extended by mutual agreement. It is the intent of this paragraph that a decision of the Joint Adjustment Board shall be final and binding. Any and all decisions made by the Joint Adjustment Board or the Impartial Chairman shall be final and binding upon both parties to this Agreement.

- E.
 - 1. All expenses incurred and approved by the Joint Adjustment Board necessary for the consideration and decision of grievances and disputes submitted to it shall be borne by and divided equally by the Union and the Contractor. All fees and expenses of the Impartial Chairman shall be borne by the party against whom the Impartial Chairman rules.
 - 2. All Employers signatory to this Agreement who are not members of the Association shall be subject to the provisions of this Section and any violation of this Agreement by said Employers shall be heard and determined by the Joint Adjustment Board as set forth in this Section. The cost, if any, of the Joint Adjustment Board and the cost of any dispute or grievance referred to the Impartial Chairman involving an Employer who is not a member of the Association shall be borne totally by the losing party whether non-member Employer or Union. The Association shall be held harmless by the Union and the Employer signatory to this Agreement involved in such grievance who is not a member of the Association from all cost and expense incurred by them or on their behalf in the administration for the resolution of grievances or disputes provided in this Section. The cost of the Joint Adjustment Board and the cost of any dispute or grievance shall include the reasonable costs incurred by the Association and administrative staffs in the handling and processing of said dispute or grievance as an administrative fee. This administrative fee shall not include any charge or assessment for the attendance or participation of Contractor members of the Joint Adjustment Board.
- F. If there is any question as to which is the losing party, or if a case is referred back to the parties without decision, or if there are decisions against more than one of the parties, the Chairman is authorized and requested to determine who shall pay the fees and may in such case order a sharing of such fees. In such event the decision of the Chairman on this issue shall be final and binding.
- G. No jurisdictional disputes shall be submitted for determination to the Joint Adjustment Board but shall be determined in the manner provided in Section 8 of this Agreement.
- H. All grievances, other than jurisdictional disputes, arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted for determination, and shall be determined, by the procedure set forth in this Section. No procedure herein provided for shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.
- I. Each action and/or decision of the Joint Adjustment Board and each action and/or decision of the Impartial Chairman regarding each grievance or dispute shall be made in writing and a copy of each sent to each interested party, particularly including separate copies to the Local Union and the Contractor directly involved, and to each representative and his alternate serving on the committee taking the action, the Southern California District Council of Laborers and each of the Contractor Association signatory to this Agreement.

**SECTION 11
HOLIDAYS**

The following holidays shall be observed on the date designated by Federal Law: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. If any of the above holidays should fall on Sunday, the Monday following shall be considered a legal holiday. Work on such days shall be paid for at the holiday overtime rate provided herein. No work shall be performed on Labor Day except in case of extreme urgency when life or property is in imminent danger.

**SECTION 12
EFFECTIVE AND EXPIRATION DATES**

The term of this Agreement is August 1, 2012, to July 31, 2015, and from year to year thereafter unless either the Union or the Association give written notice received by the others not less than sixty (60) days prior to July 31, 2015, or sixty (60) days prior to July 31 of any subsequent year, of a desire to change, amend, modify or terminate the Agreement.

**SECTION 13
QUALIFICATIONS**

- A. Each of the parties hereto warrants and agrees that it is under no disability of any kind, whether arising out of the provisions of its Articles of Incorporation, Constitution, By-Laws, or otherwise, that will prevent it from fully and completely carrying out and performing each and all of the terms and conditions of this Agreement and, further, that it will not by the adoption or amendment of any provision of its Articles of Incorporation, Constitution, or By-Laws, or by contract or by any means whatsoever, take any action that will prevent or impede it in the full and complete performance of each and every term and condition hereof. The warranties and agreements contained in this paragraph are made by each of the signatories hereto on his own behalf and on behalf of each organization for which it is acting hereunder. The individuals signing this Agreement in their official capacity and the signatories hereto hereby guarantee and warrant their authority to act for and bind the respective parties or organizations whom their signatures purport to represent, and the Local Unions on whose behalf the said parties are signing the said Agreement.
- B. This Agreement contains all of the covenants, stipulations and provisions agreed upon by the parties hereto, and no agent or representative of either party has authority to make and none of the parties shall be bound by nor liable for any statement, representation, promise, inducement, or agreement not set forth herein; that any provision in the working rules of the Union, with reference to the relations between the Contractors and their employees, in conflict with the terms of this Agreement, shall be deemed to be waived and any such rules or regulations which may hereafter be adopted by the Union shall have no application to the work hereunder.

SECTION 14

GENERAL SAVING CLAUSE

It is not the intent of either party hereto to violate any laws or any 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 any provisions of this Agreement are held or constituted to be void, as being in contravention of any such laws, rulings or regulations, the parties hereto agree to enter into immediate negotiations thereon; 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 portions of this Agreement.

SECTION 15

WORKING RULES FOR LABORERS

The following working rules shall cover the employment of Laborers performing any work covered by the terms of this Agreement in the area of Southern California as described in Section 3, Paragraph A, of this Agreement.

1. Single Shift:
 - a. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 6:00 p.m. shall constitute a day's work. Forty (40) hours, Monday, 5:00 a.m. through Friday, 6:00 p.m., shall constitute a week's work. Starting times shall not be staggered.
 - b. All time worked before 5:00 a.m. and after 6:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed or hours paid on Saturdays, Sundays, and holidays shall be paid at the appropriate overtime rate.
 - c. Overtime Rates: Time and one-half, except hours worked over twelve (12) in a single workday, Sundays and holidays which are double time.
2. Multiple Shifts:
 - a. When so elected by the Contractor, multiple shifts may be worked for three or more consecutive working days except in cases of emergencies such as earthquakes, floods, fire or conditions that require immediate attention for the health and welfare of the community, provided that the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations, provided however, that employees working on multiple shifts shall not be interchangeable with those working on a single shift basis. All employees on multiple or single shifts commencing work prior to the established starting time, shall be paid at the applicable overtime rate. In no event shall the regular working hours of different shifts overlap nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour, except when a special shift is established in accordance with Paragraph 5, Special Shifts.
 - (1) It is understood that a single shift and a multiple shift may work concurrently on a project.

- b. When two (2) or three (3) shifts are worked, the first and second shift shall work eight (8) consecutive hours, exclusive of meal period, for which eight (8) hours, straight time shall be paid Monday through Friday and the third shift shall work seven (7) consecutive hours, exclusive of meal period, for which eight (8) hours straight time shall be paid, Monday through Friday. All time worked or hours paid for after seven (7) hours worked or paid for on the third shift in one day on Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate.
 - c. Any time worked from Friday midnight to Sunday midnight, or on holidays or in excess of the regular shift hours or hours paid for shall be paid at the Laborer's overtime rate except as provided in Subparagraph d of this Paragraph 2.
 - d. The Friday graveyard shift ending on Saturday morning will be considered Friday work. The Saturday graveyard shift ending Sunday morning will be considered Saturday work. The Sunday graveyard shift ending on Monday morning will be considered Sunday work.
3. a. When so elected by the Contractor, a single shift starting at 5:00 a.m., 5:30 a.m., 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days excluding Saturdays, Sundays and holidays, provided the Union is notified in writing twenty-four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten (10) consecutive hours, exclusive of meal period, for which ten (10) hours of straight time shall be paid, Monday through Friday. All time worked before 5:00 a.m. or in excess of ten (10) hours in any one (1) day shall be paid for at the appropriate overtime rate. All hours worked in excess of forty (40) hours in any one (1) week shall be paid at the appropriate overtime rate. Written notice shall be given to the Union in cases of deviation from the original starting time.
- b. If the Contractor works for a period of less than eight (8) days, employees will then be paid at the appropriate overtime rate for all hours in excess of eight (8) hours for the days worked.
4. In the event, due to inclement weather or similar Act of God, or a situation beyond the Contractor's control, it is not reasonably possible to complete forty (40) hours of work, on either an eight (8) hour day shift or ten (10) hour day shift, as outlined in Paragraphs 1.a or 3.a of this Section, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at straight time. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay.
5. Special Shifts:
- a. When the Contractor produces evidence in writing to the Union twenty-four (24) hours in advance of a bona-fide job requirement that work can only be performed outside, or in addition to, the regular day shift due to safety conditions or other requirements, an employee shall work eight (8)

consecutive hours, exclusive of meal period, for which he shall receive eight (8) hours' pay at the straight time rate of pay, Monday through Friday. All time worked or hours paid for Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate. In addition, when the above conditions exist and it is necessary to begin or end a shift during the hours specified in paragraph 2d of this Section (for Saturday and Sunday work) in order for an employee to complete a forty (40) hour work week, the overtime rate will not apply. Otherwise, all time worked or hours paid for on Saturdays, Sundays and holidays and hours worked in excess of eight (8) hours, shall be paid for at the appropriate overtime rate. It is agreed, however, in the operation of this shift, no employee will lose a shift's work. Employees working this special Sunday shift shall receive fifty cents (\$0.50) per hour in addition to his regular rate of pay.

- b. If maintenance or remodeling work cannot be performed on the regular shift because of the fact that establishments cannot suspend operations during the day, a special single shift may be employed starting at the time designated by operations of the establishment, Monday through Friday. The employees on this shift will work eight (8) consecutive hours, exclusive of meal period, for which they shall receive eight (8) hours pay at the straight time rate.
6. It is agreed that the Contractor and the Union may mutually agree, by telephone to be followed in writing, upon different starting or quitting times for any of the above shift arrangements.
7. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time en route and return. For offshore work, employees will receive travel pay at straight time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at the Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.
8. **Jobsite Transportation:** Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the employer is required to furnish transportation for men within the jobsite to the place of their "work", this transportation shall be equipped with seats and handrails.
9. **Parking.** In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the individual Employer will provide such facilities and the individual Employer shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use public facilities, the Employer shall reimburse the employee for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier. Designated parking areas shall be reasonably level and graded to drain.

10. **Subsistence:**

- a. Subsistence shall be paid at the rate of forty-five dollars (\$45.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workers and/or employees who report to work and for whom no work is provided.
- b. Subsistence as provided in Paragraph 10.a. hereof shall be paid on jobs on the following offshore islands.

Richardson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

- (1) Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

- c. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board on or immediately adjacent compliance with to the project seven (7) days per week in California State Laws.

11. **Meal Period.** Employees shall not work more than five (5) consecutive hours without a one-half (½) hour meal period. When employees work over five (5) hours without being provided with a one-half (½) hour meal period, they shall receive one-half (½) hour pay at the double time (2) rate, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (½) hour meal period at the end of the three (3) hours without loss of pay and an additional half (½) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half (½) hour at the double time (2) rate. Meal periods may be staggered to meet job requirements.

12. **Breaks.** The parties to this agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction Mining, Drilling and Logging Industries." Any dispute or grievance arising from this Wage Order shall be processed under and in accordance with Section 10, Procedure for Settlement of Grievances and Disputes of this Agreement. The grievance process of Section 10 shall be the exclusive method for resolving all alleged violations on this Wage Order and the time limitations of Section 10 shall apply.

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

13. **Payment of Wages.**

- a. All wages shall be paid on a designated weekly payday and in no event shall the Contractor withhold more than five (5) working days. If the regular payday falls on a holiday, the employees shall be paid on the next regular workday. Employees shall be paid prior to the ending of their regular scheduled shift. In the event an employee is not paid prior to the ending of his regular scheduled shift, he shall be compensated in increments of one-half (½) hour at the applicable overtime rate until such time as he does receive his pay.
 - b. When employees are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Employer's name and address. In the event the Employer fails to pay employees laid off or discharged, they shall be paid waiting time at the straight time rate of eight (8) hours per day, five (5) days per week, until the time such payment has been made.
 - c. An employee who quits shall be mailed his pay in full by certified mail to his last known address within seventy-two (72) hours, or be paid prior to leaving the job or project. If the employee has previously authorized electronic payment of wages, payment of the final check may also be made by electronic deposit as long as it meets the time criteria specified in this section. In the event these stipulations are not met, he shall receive waiting time as noted above.
 - d. If a Contractor pays an employee by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the Contractor has no account with the bank, institution or person on which drawn, or insufficient funds to his account at the time of presentation, the Contractor shall be required to issue only certified checks for all employees working under this Agreement on that job for the duration of the job on which said check was issued, and shall reimburse the employee immediately by certified check for the insufficient fund check issued and for the bank charges assessed.
14. The employer shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to employment, or the filing of a claim for worker's compensation benefits.
 15. When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.
 16. Workers referred under Section 7 to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility, without the proper documentation as set forth on INS I-9 form, or who are not ready to go to work or who are not otherwise qualified in accordance with their written dispatch slip from the employment facility, shall not be paid show-up time or

subsistence. Grievances or disputes arising out of the interpretation or paragraph shall be referred to grievances and disputes application of this particular the procedure for settlement of grievances and disputes.

17. **Safety.** It is mutually agreed that the current (or as may be revised) CAL/OSHA State of California Safety Orders shall prevail in all safety matters and are herein incorporated by reference and made a part of this Agreement. Employees will acknowledge, in writing, having been given the Contractors' safety measures and practices for accident prevention to satisfy OSHA or other Agency requirement.
18. Any time worked on Saturday, Sunday or holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at the Laborers' overtime rate, except that any workers or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workers or employees who report for work and for whom work is provided shall receive not less than four (4) hours' pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.
19. Any worker or employee reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the stipulated rate for so reporting, unless (1) he has been notified before the end of his last preceding shift not to report, or (2) during a period of inclement weather, the Contractor has instructed the employee to call a designated job number provided to him for instructions concerning reporting to the job site and the employee has either failed to do so or the employee called and was instructed not to report; and any worker or employee who reports for work and for whom work is provided shall receive not less than four (4) hours' pay; and if more than four (4) hours are worked in any one day, but less than six (6) hours, he shall receive not less than six (6) hours pay at straight time hourly rate and if an employee works more than six (6) hours but less than eight (8) hours, he shall receive not less than eight (8) hours pay at the straight time hourly rate; unless prevented from working for reasons beyond the control of the Contractor, including, but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workers or employees are not required or requested to remain on the project by the Contractor or his agent.
20. Flagmen shall be entitled to adequate relief for the use of toilet facilities.
21. The Contractor shall furnish cool and potable drinking water in sufficient quantities for the needs of the employees and make available sanitary drinking cups and salt tablets.
22. The Contractor shall be required to furnish goggles and/or hard hats where needed. When employees are required to work outside in the rain or snow, they shall be furnished rain coats, rain hats and boots. Employees working in, or handling cement or concrete shall be furnished rubber boots and gloves. Employees required to work in mud, slush or water shall be furnished boots and other necessary waterproof clothing. The employee shall return all such clothing to the Contractor in the same condition as received, subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. The employee shall sign for receipt of such protective

clothing and on signed authorization the reasonable value of such protective clothing may be deducted from the employee's paycheck. Upon return of the protective clothing, the employee shall be reimbursed in the amount of the deduction.

23. The Contractor agrees to notify the Local Union having area jurisdiction, with a copy to the Association, of any project where it is anticipated the length of the project will be thirty (30) working days or longer. If the Local Union requests a pre-job conference, a pre-job conference must be held.

**SECTION 16
WAGE SCALES**

- A. The following hourly wage rates shall apply to the following classifications on all work covered by the terms of this Agreement performed by Laborers:

CLASSIFICATIONS	EFFECTIVE <u>8/1/12</u>	EFFECTIVE <u>8/1/13</u>	EFFECTIVE <u>8/1/14</u>
<u>Group I</u>	\$ 25.34	†	†
Utility Laborer, General (performs the work of General Laborer)			
<u>Group II</u>	\$ 26.51	†	†
Operators of Pneumatic, Gas or Electric Tools, Gas and Oil Pipeline Wrapper All Sizes			
<u>Group III</u>	\$ 28.16	†	†
Pipelayer performing all services in the laying and installation of pipe or conduit, mechanical and/or industrial pipefitter, Cribber or Shorer, Lagging, Sheeting and Trench Bracing, Asphalt Raker, Asphalt Luteman and Asphalt Ironer			
<u>Group IV</u>	\$ 30.89	†	†
Certified Welder			

Any classification of Laborers used by the Contractor in addition to those classifications listed above shall coincide with the Wage Rate and Fringe Benefits contained in the Master Labor Agreement between the Southern California General Contractors and the Southern California District Council of Laborers.

† See future increase below

FRINGE BENEFITS EFFECTIVE	11 Counties	San Diego		
	<u>8/1/12</u>	<u>8/1/12</u>	<u>8/1/13</u>	<u>8/1/14</u>
Health and Welfare	\$6.76	\$6.76	†	†
Pension	4.50	4.40	†	†
Vacation\Supplemental Dues*	3.60	3.70	†	†
Training & Retraining	0.64	.64	†	†
Center for Contract Compliance	0.20	.20	†	†
Laborers' Trusts Administrative Trust Fund	0.04	.04	†	†

* Includes Supplemental Dues if so authorized.

† FUTURE INCREASES

August 1, 2013 - \$1.25

August 1, 2014 - \$1.50

The Union may allocate upon at least sixty (60) days written notice prior to August 1 of each year, to the Contractors for discussion of the proposed allocation, with final determination remaining with the Union, to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.

SECTION 17 TRUST FUNDS

A. Health and Welfare

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in Appendix "A" of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.
3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
4. The Laborers Health & Welfare Trust for Southern California is party to a Money-Follows-The-Man Agreement with the Northern California Laborers Health & Welfare Trust and other Laborers Health & Welfare Trusts, that permits employees

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

B. Pension

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Pension Trust Fund for Southern California the sum designated in Appendix "A" of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.
2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.
3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Construction Laborers Pension Trust Agreement for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.
4. The establishment of an Annuity Trust Fund Agreement between the Contractors and the Union may be initiated at any time during the life of this Agreement by mutual consent.
5. The Construction Laborers Pension Trust for Southern California is party to a Money-Follows-The-Man Agreement with the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust and other participating Laborers Pension Trusts that permits employees whose home Trust is the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust or other participating Pension Trusts to have contributions paid to the Construction Laborers Pension Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money-Follows-The-Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Construction Laborers Pension Trust for Southern California.

C. Vacation Trust

1. Contractors signatory to this Agreement agree to pay the sum designated in Appendix "A" for each hour worked, or paid for, by each employee covered by this Agreement to the Construction Laborers' Vacation Trust Fund for Southern California, for all employees covered by the terms of this Agreement.

D. Training and Retraining

1. Contractors signatory to this Agreement agree to pay the sum designated in Appendix "A" for each hour worked, or paid for, by each employee covered by this Agreement to the Laborers' Training and Retraining Trust for Southern California, for all employees as designated in this Agreement.

E. Center for Contract Compliance Trust Fund

1. Contractors signatory to this Agreement agree to pay to the Center for Contract Compliance Trust Fund the sum designated in Appendix "A" for each hour worked or paid for on all classifications contained in this Agreement.

- F.** The collective bargaining parties direct the Trustees of the Laborers' Health and Welfare Trust and the Construction Laborers' Pension Trust for Southern California to adopt procedures which will permit a retiree to authorize the Pension Trust to deduct lawfully from his pension benefits and to remit to the Health and Welfare Trust the amount of the retiree's contribution to the Health and Welfare Trust should a retiree contribution be required by the Health and Welfare Trustees.

SECTION 18

MISCELLANEOUS

- A. Foremen.** Laborer Foremen employed in accordance with this Agreement shall be paid not less than one dollar and seventy-five cents (\$1.75) per hour more than the hourly rate of the highest paid Laborer over which they have leadership on their regular crew. In the event the Contractor at his option elects to use a Laborer foreman to supervise other Laborer Foremen, he shall be paid not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classified Laborer Foreman over whom he has leadership. As an exception to the dispatch procedure contained in Section 6, the Union may dispatch workers requested by the Contractor as Laborer Foreman, who are not next in order on the out-of-work list.
- B.** Where the Contractor transfers key laborers out of the geographical area of this Agreement, to an area where the Contractor is not signatory to a Laborers' agreement, the Contractor shall contribute to the Trust Funds mentioned in this Agreement for all hours worked by or paid to such key laborers for the duration of the job for which they were transferred.
- C.** Work not covered by this Agreement shall be performed under all of the terms and conditions of the Southern California Master Labor Agreement between the Southern California General Contractors and the Southern California District Council of Laborers which is incorporated herein by reference as to Association members, and the Southern California District Council of Laborers' Short-Form Agreement, or any renegotiation, amendment or extension thereof, as to separate signatory Employers.

SECTION 19

EQUAL EMPLOYMENT OPPORTUNITY

- A.** The Employer and the Union will not discriminate against any person with regard to employment or Union membership because of his race, religion, color, sex, age, national origin or ancestry and hereby declare their acceptance and support of existing laws. This

shall apply to hiring, placement, training during employment, rates of pay, or other form of compensation, layoff or termination, and application for admission to Union membership. A violation of this paragraph shall be subject to the grievance procedure but not subject to the hearing procedure before the Joint Adjustment Board or arbitration contained in Section 10.

- B. If the Union is unable to refer applicants for employment to an employer in sufficient number, or sufficient type, from the groups represented within the local area as may be necessary to enable the Employer to fully comply with minority or female hiring requirements imposed by its construction contract with any Federal, State or governmental body, commission or agency or to enable the employer to fully comply with all Federal and State Laws, Presidential Executive orders, regulations, rules, directives or orders which cover hiring and which are applicable to the Employer, the Employer may directly recruit from any source such number of minority or female applicants acceptable to the Employer as may be necessary to satisfy the Employer's needs to effect such compliance. As an exception to the dispatch procedures in Section 6, the Union may dispatch workers who are not next in order, to aid the Employer in complying with government requirements.
- C. The Employer shall submit to the Union, in writing, any such request for minority or female applicants for employment, together with a copy of the order, directive, rules or regulations pursuant to any such Presidential Executive Order, Federal, State or local law; the Construction project number; and a copy of the compliance order.

SECTION 20

LABORERS JOINT APPRENTICESHIP COMMITTEE AND QUALIFIED ELECTRICAL WORKER

- A. The Contractors and the Union recognize the need for apprentice training. Apprentices shall be employed in accordance with the Standards and guidelines as established by the Laborers Joint Apprenticeship Committee and approved by the Division of Apprenticeship Standards. The terms and conditions of this Agreement shall apply to Apprentices. The parties recognize that the requirements in the Labor Code regarding the employment of apprentices are not applicable to work covered by this Agreements.
- B. The Contractor will make an effort to keep Apprentices reasonably employed regardless of period status or advancement to a higher period of pay.
- C. The Local Union, through the Joint Apprenticeship Committee, shall dispatch Apprentices to the Contractors.
- D. The Contractor shall pay to Apprentices the wages and to the Trust Funds the sums designated below for each hour worked or paid to Apprentices.
- E. The parties have agreed to meet to develop a Memorandum of Understanding regarding Apprenticeship ratios when the work does not fall under the provisions and/or requirements of State of Federal Law.
 - 1. Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Apprenticeship Standards of the Joint Apprenticeship Committee, which is based on the following percentages of the Group V journeyman rate of \$31.09 in the Southern California Master Labor Agreement, and Group IV in the San Diego Engineering Master Agreement respectively:

Southern California Master Labor Agreement Apprenticeship*

1st period	1-500 hours	50%	\$15.55
2nd period	501-1000 hours	55%	\$17.10
3rd period	1001-1500 hours	60%	\$18.65
4th period	1501-2000 hours	70%	\$21.76
5th period	2001-2500 hours	80%	\$24.87
6th period	2501-3000 hours	85%	\$26.43

San Diego Engineering Master Labor Agreement Apprenticeship*

1st period	1-500 hours	50%	\$14.41
2nd period	501-1000 hours	55%	\$15.85
3rd period	1001-1500 hours	60%	\$17.29
4th period	1501-2000 hours	70%	\$20.17
5th period	2001-2500 hours	80%	\$23.05
6th period	2501-3000 hours	85%	\$24.49

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

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

Trust Fund contributions for Apprentices*:

	<u>11 So. Cal. Counties</u>	<u>San Diego County</u>
Health & Welfare	\$4.77	\$6.81
Pension	1.20	0.53
Vacation Supp. Dues	2.73	2.83
Training and Retraining	0.64	0.64
C.C.C.	0.25	0.25
Industry Fund	0.08	CIAF 0.12
Laborers' Trusts Administrative Trust Fund	0.09	0.09

* Apprentices shall receive the appropriate increase to the journeyman fringe benefit rate increases.

- F. The Training Trust shall implement a program to assist the Contractors in qualifying its employees covered under this Agreement as Qualified Electrical Workers within the Title 8, California Code of Regulations, § 2940.

SECTION 21
GENERAL CONSTRUCTION WORKER

The undersigned parties have agreed to establish a General Construction Worker classification for private work only with the following provisions:

1. Will not be allowed to perform Group III work.
2. No ratio restrictions.
3. A General Construction Worker must be dispatched from the Union hiring hall with a proper referral slip prior to beginning work.

4. Wages		<u>8/1/12</u>	<u>8/1/13</u>	<u>8/1/14</u>
General Construction Worker	\$ 16.25	†	†	†

5. Fringe Benefit Contributions		<u>8/1/12</u>	<u>8/1/13</u>	<u>8/1/14</u>
Health & Welfare	\$ 3.70	†	†	†
Vacation\Supplemental Dues	1.24	†	†	†
Pension	2.49	†	†	†
Training & Retraining	0.15	†	†	†
Center for Contract Compliance	0.08	†	†	†

† Future Increases

8/1/13	\$0.25, to be allocated by the Union
8/1/14	\$0.25, to be allocated by the Union

6. All other terms and conditions of the Utility Master Agreement shall apply.

SECTION 22
DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM

The parties recognize the problems which drug and alcohol abuse have created within the construction industry and have reached formal agreement on a Memorandum of Understanding on Drug Abuse Prevention and Detection. Any testing program implemented by an individual employer must conform to the provisions of the Memorandum of Understanding agreed upon by the parties.

SECTION 23

IT IS AGREED by the parties hereto that all matters of wages, hours, and conditions, whether or not specifically set forth in this Agreement, are closed for the term of this Agreement.

In the event a multi-craft Utility Agreement is consummated with the Laborers, Operating Engineers and Teamsters, this Laborers' Utility Master Agreement will be terminated and the multi-craft agreement will prevail.

FOR THE CONTRACTORS:

Pipeline Contractors Association

By: [Signature]

Date: 8/9/12

FOR THE UNION:

Southern California District Council of Laborers

By: [Signature]

By: [Signature]

By: [Signature]

Date: Aug. 13, 2012

APPENDIX "A"

CONTRIBUTIONS PAYABLE TO TRUST FUNDS 11 SO. CAL. COUNTIES

<u>EFFECTIVE</u>	<u>8/1/12</u>	<u>8/1/13</u>	<u>8/1/14</u>
Laborers' Health and Welfare Fund for Southern California	\$6.76	†	†
Construction Laborers' Pension Fund for Southern California	\$4.50	†	†
Construction Laborers' Vacation Fund for Southern California*	\$3.60	†	†
Laborers' Training and Retraining Fund for Southern California	\$0.64	†	†
Center for Contract Compliance Trust Fund	\$0.20	†	†
Laborers' Trusts Administrative Trust Fund	\$0.04	†	†

CONTRIBUTIONS PAYABLE TO TRUST FUNDS SAN DIEGO

<u>EFFECTIVE</u>	<u>8/1/12</u>	<u>8/1/13</u>	<u>8/1/14</u>
Laborers' Health and Welfare Fund for Southern California	\$6.76	†	†
Construction Laborers' Pension Fund for San Diego	\$4.40	†	†
Construction Laborers' Vacation Fund for Southern California*	\$3.70	†	†
Laborers' Training and Retraining Fund for Southern California	\$0.64	†	†
Center for Contract Compliance Trust Fund	\$0.20	†	†
Laborers' Trusts Administrative Trust Fund	\$0.04	†	†

* Includes supplemental dues

† Increases under this Agreement to be allocated by the Union to (1) Hourly wage rate; (2) Health & Welfare; (3) Pension; (4) Vacation; (5) Training & Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Any combination thereof.