

Solar Maintenance Labor Agreement

SOLAR MAINTENANCE LABOR AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2013 by and between _____ (hereinafter referred to as "Employer") and THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated LOCALS in Southern California, all affiliated with the Laborers International Union of North America, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

PURPOSE

A. The Employer is engaged in the maintenance of utility scale photovoltaic solar installations in Southern California, and is employing and will employ employees under the terms of this Agreement. This Agreement shall set forth the hours, wages, fringe benefits, and conditions agreed to by the parties hereto.

ARTICLE II

WORK COVERED

A. This Agreement shall apply to and cover all hours of employment for all employees of the Employer who perform work relating to the maintenance of utility scale photovoltaic solar power installations in the area known as Southern California and more particularly described as the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, San Diego and in addition: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Miguel Island, Santa Barbara Island, San Clemente Island, Santa Rosa Island, Anacapa Island, including the Channel Islands Monument.

B. This Agreement shall cover the following work involving photovoltaic systems: module and panel cleaning, landscape and grounds maintenance (including vegetation control), wildlife monitoring and prevention, fence repair, vandalism monitoring, operation of water and dump trucks, operation of water hoses and pressure washers, operation of maintenance equipment, janitorial and custodial work, roving fire watch, wire management and maintenance, module replacements, system identification, visual inspection of module and wire connections, and structural frames, energy efficiency meter monitoring, and solar mechanical and/or solar maintenance work.

C. It is understood that the Union does not at this time, nor will the Union during the term of this Agreement, claim jurisdiction over the following classes of employees: civil

engineers and their helpers, supervisory employees above the rank of foreman, timekeepers, messengers, and office workers.

ARTICLE III

UNION RECOGNITION

A. The Union has requested recognition as the Section 9(a) representative of the unit employees performing work covered by this Agreement and has shown or offered to show through authorization cards that it has the support of the majority of these unit employees. The Employer expressly acknowledges that it is satisfied that the Union and/or each of its local affiliates has the support of a majority of the unit employees to represent them. Based upon the Union having shown or offered to show evidence of its majority support of unit employees, the Employer recognizes that the Union and/or each of its constituent Locals is the collective bargaining representative of such employees. The Employer specifically agrees that it is establishing or has established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act. The Union is recognized as the sole and exclusive bargaining agent for itself, the Southern California District Council of Laborers and all of its affiliated Local Unions.

B. It is agreed that all employees, covered hereby shall be, or become, on the thirty-first (31st) day after employment or the thirty-first (31st) 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.

C. The Employer 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 Employer agrees to furnish a copy of such notice to the employee forthwith. The Union will hold the Employer harmless for compliance with this Section.

D. Dues Deductions Authorization Procedure:

1. Monthly Union Dues: An employee becoming a member of the Union, may voluntarily elect to have regular monthly dues deducted from the employee's wages by signing a proper authorization form and submitting the form to the Employer. The dues check-off authorization form shall be limited to the Local Union's uniform regular monthly dues. The Local Union shall be solely responsible for collecting directly from the employee other monetary

amounts, if any, that the employee may owe the Local Union consistent with federal and state law, including but not limited to initiation fees, readmission fees, assessments, fines, or regular dues that an employee may owe the Local Union while laid-off. Upon the Employer's timely receipt of a properly signed written dues check-off authorization form as set forth in this Section, the Employer shall deduct from the wages paid to the employee for the first pay period of a calendar month an amount equal to the employee's Local Union uniform monthly membership dues. For a deduction to occur during the first pay period of the month, the dues check-off authorization form must be received by the Employer at least ten (10) calendar days prior to the applicable pay period. No later than three (3) working days after the deduction from the employees' wages, the Employer shall send to the appropriate Local Union(s) a check for the total monies deducted for dues together with a list of employees for which deductions were made.

2. Supplemental Dues: Subject to the following conditions, the Employer agrees that it shall, if it is furnished with an 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 as designated in 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.

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 Employer 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 Employer 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 Employer to pay the full amount of vacation contributions specified in this Agreement.

3. LiUNA PAC: Subject to the following conditions, the Employer agrees that he shall, if it 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 LiUNA PAC, 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 designed by employees as political contribution.

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 Construction Laborers Vacation Trust for Southern California. All sums deducted by the Employer as contributions pursuant to the provisions of this Section shall, from the instant of their deduction, be considered, contributions to LiUNA PAC 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 LiUNA PAC 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 Employer shall not, by virtue of this provision, incur any additional cost. This provision shall not reduce the obligations of the Employer to pay the full amount of vacation contributions specified in this Agreement.

4. All written authorizations for the deduction of monthly union dues, supplemental dues and/or LiUNA PAC contributions shall be irrevocable for a period of one (1) year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee, by written notice served upon the Southern California District Council of Laborers and/or the Dues Trust, as agent for the Employer, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

5. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason or action reasonably taken or not taken by Employer pursuant to the express written provisions of this Section.

ARTICLE IV

DISPATCH PROCEDURES

A. 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.

B. The Employer shall first call the employment facility servicing the geographical area in which the worksite is located and on which employees are needed and that employment facility shall immediately dispatch to the employer the number of applicants requested by the contractor.

C. The Local Union will dispatch applicants on a first-in, first-out basis; that is, the first applicant registered on the out of work list for solar maintenance work shall be the first applicant dispatched; provided however, the employer may request by name any applicant who has worked for the Employer under the Union's Solar Maintenance Agreement within five (5) years of the request by the Employer, and such applicant shall be given preference in the order of dispatch to the Employer. The employer's request to rehire an applicant pursuant to the provisions of this section shall be in writing and sent to the Local Union.

D. If the Local Union does not dispatch the applicants requested by the Employer within forty-eight (48) hours of the Employer's request, the Employer may procure workers from any source. If such workers are so employed, the Employer shall immediately report to the Local Union in whose area the worksite is located, each such worker by name and date of hire.

ARTICLE V

WORK ACCESS BY AUTHORIZED UNION REPRESENTATIVES

A. Authorized representatives of the Union shall have access to the employees' work locations during working hours. The Union representatives shall advise the Employer's representative prior to entering the work location. The Union's representatives will have the right to walk through the work locations in which unit employees are employed during working hours. It is specifically agreed and understood that the Union representative has the right to talk to employees as long as there is no undue interference with the Employer's operation.

B. The Employer shall provide the Union with an area of reasonable size in a location commonly used to post notices, for the posting of notices and other materials by the Union.

C. The Union steward, if any, shall be a working employee appointed by the Union, who shall, in addition to his regularly assigned work, be permitted to perform his steward duties during working hours, as cannot be performed otherwise. The Union agrees that such duties shall be performed as expeditiously as possible and the Employer agrees to allow the performance of such duties as herein set forth. The Union shall notify the Employer or its representative, in writing, of the appointment of a Union steward, and send a copy to the Employer's home office address.

ARTICLE VI

NO STRIKES AND NO LOCKOUTS

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 Article XVII 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 work of the Employer. During the term of this Agreement, an Employer shall not cause or permit any lockout of the employees covered under this Agreement.

ARTICLE VII

NON-DISCRIMINATION

The signatory parties agree not to discriminate against any employee or applicant for employment or Union membership because of race, color, creed, sex, age, national origin, sexual orientation, gender identity, disability or any other classification protected by law. This obligation not to discriminate in employment or Union membership includes, but is not limited to, the following: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, or solicitation for employment; training during employment, rates of pay or other forms of compensation; selection for training including apprenticeship, layoff or termination.

ARTICLE VIII

HOURS AND OVERTIME

A. Eight (8) consecutive hours, exclusive of meal period, from 12:01 a.m. to midnight of the same day shall constitute a day's work. Forty (40) hours from Monday 12:01 a.m. through Friday at midnight shall constitute a week's work.

B. All time worked in excess of eight (8) hours up to and including twelve (12) hours in any work day, and all time worked in excess of forty (40) hours in a workweek shall be paid at one and one-half times the regular hourly rate. In the event due to inclement weather or similar act of God it is not reasonably possible to complete forty (40) hours of work Monday

through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate, provided the employee volunteers to do so. No employee shall be terminated or otherwise disciplined or discriminated against for refusing to work Saturday at the regular hourly rate. All time worked in excess of 12 hours in a work day, on Sundays and holidays shall be paid at double the employee's regular hourly rate.

C. No employee shall be required to work more than five (5) consecutive hours without a one-half hour meal period. In the event any employee is required to work more than five (5) consecutive hours before being allowed a one-half hour meal period, he shall be paid at a time and one-half overtime rate from the completion of five (5) hours of work to the commencement of the meal period.

D. All employees shall be allowed two ten-minute paid rest periods during a normal work day. Breaks will be taken in the middle of the morning and afternoon work periods. Rest periods may not be combined with the lunch period. No employee shall be required to take a rest period in their first two (2) hours of employment

E. A regular full-time employee is any employee regularly scheduled to work forty hours in a work week; a regular part-time employee is any employee regularly scheduled to work either specific hours or as a substitute for another employee less than forty hours per work week. The fact an employee may, in any given week, work more or less than forty hours will not affect his/her status so long as the number of hours in the employee's regularly scheduled work week is not changed.

ARTICLE IX

HEALTH AND SAFETY

The Employer and the Union agree that they will cooperate in the enforcement of health and safety standards and rules that may be established by the Employer in compliance with federal and state statutory or regulatory requirements.

ARTICLE X

CLASSIFICATIONS, WAGES, AND TRUST FUND CONTRIBUTIONS

A. Classifications and wage and trust fund contribution rates shall be as shown in Appendix "A," attached hereto, and shall be considered part of this Agreement.

B. Health and Welfare:

1. The Employer agrees to pay to the Laborer's 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 Employer approves and consents to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement for Southern California and further ratifies, confirms and consents 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.

C. Pension:

1. For work performed outside San Diego County and within Southern California, the Employer agrees 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. For work performed within San Diego County, the Employer agrees to pay to the San Diego County Laborers' Pension Trust Fund the sum designated in Appendix A of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. For work performed outside San Diego County and within Southern California, the Employer approves and consents 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.

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

D. Vacation:

1. The Employer agrees to pay to the Construction Laborers' Vacation 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 Employer approves and consents to the appointment of the Trustees designated by the Construction Laborers' Vacation 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.

ARTICLE XI

HOLIDAYS

A. The following holidays will be paid holidays if the Employee has been employed thirty (30) calendar days. If any of the following holidays fall on Sunday, the following Monday will be recognized as the holiday. If a holiday falls on a Saturday, it shall be paid for at straight time if not worked; if worked, it shall be paid at triple time. Holidays will be triple time if worked. If a holiday falls during the vacation period of an Employee, the Employee will either be given an extra day off or be paid for said day.

New Year's Day
Memorial Day
Fourth of July
Labor Day

Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

ARTICLE XII

VACATION

Employees are entitled to take at least three weeks unpaid vacation each calendar year. Compensation for such vacations shall be in the form of the benefits paid by the Vacation Trust based on contributions by the Employer.

ARTICLE XIII

LEAVES OF ABSENCE

A. Personal Leave: At the discretion of the Employer upon written application, an employee may be granted an unpaid leave of absence for personal reasons not to exceed thirty (30) calendar days unless written permission from the Employer is received for an extension or greater period.

B. Injury or Illness: Employees who incur an injury or illness and are unable to perform their essential job functions will be granted an unpaid medical leave of absence as required by State or Federal leave or disability laws. During any unpaid leaves, employees will be required to use any earned and unused vacation leave, except as otherwise required by applicable law. Such leaves of absence must be supported by written medical certification of the need for, duration and any other terms of the leave. The Employer may require periodic recertification at its discretion consistent with applicable law.

1. While on leave of absence an employee shall not accrue any benefits, except as expressly provided in this Agreement, or applicable law. All requests for leaves of absence must be in writing and approved by the Employer in writing, with a copy sent to the Union.
2. Family care and medical leave and pregnancy disability leave will be determined on the basis of this Article and applicable law.
3. Any employee who obtains any type of leave of absence on the basis of false representation or who fails to report within three (3) working days after expiration of leave unless excused by the Employer or who becomes employed while on leave except by Employer shall be subject to discipline..
4. If an employee desires to have insurance coverage continued while on leave, he must arrange with the Employer and/or the Health & Welfare Trust Administrator for such continuance and also assume responsibility for the payment of premiums, unless the Employer is required by law to pay such premiums.

Before returning from a medical leave, an employee must obtain a release from a doctor stating that the employee is fully capable of performing the duties of the job.

ARTICLE XIV

BEREAVEMENT LEAVE

Employees shall be granted three (3) days paid bereavement leave per calendar year (noncumulative) in the event of the death of the employee's mother, father, spouse, registered domestic partner, child or grandchild. The employee shall be required to submit reasonable written verification of the need for the leave, if requested by the Employer.

ARTICLE XV

SENIORITY

A. Seniority. Seniority shall be determined on the basis of length of continuous service with

Employer and shall commence ninety (90) days after the date of employment, but when commenced shall date from the date of employment.

B. Termination of Seniority. Continuous service and employment shall be terminated by:

- A. Discharge;
- B. Resignation or other termination of service by voluntary act of the employee;
- C. Failure to report for work within five (5) days after written notice by registered or certified mail to return to work after layoff, mailed to the last known address of the Employee.
- D. Absence of three (3) consecutive workdays regularly scheduled for the employee after the period of a leave of absence granted by the Employer ends;
- E. Absence of three (3) consecutive workdays regularly scheduled for the employee after the period of a vacation granted by the Employer ends; and
- F. Absence of more than one (1) year due to layoff.

C. Layoff and Rehire. In the event of layoff and/or rehire, seniority shall prevail where skill and ability are equal.

D. Notice of Terminations. The Employer shall notify the Union of all terminations of employees, concurrently with the termination.

E. Seniority List. The Employer agrees to furnish the Union with a seniority list on request by the Union but not more often than once every three (3) months. A list shall show the employee's name and date of commencement of seniority.

ARTICLE XVI

DISCHARGE AND DISCIPLINE

A. The Employer shall not discipline, discharge or suspend any employee without just cause, but in respect to discharge shall give at least two (2) warnings of a complaint against such employee to the employee in writing, and a copy of the same to the Union; except that no warning notice need be given to an Employee before discharge if the cause of such discharge is:

1. Dishonesty.

2. Intoxication under the influence of alcohol or illegal drugs.
3. Recklessness resulting in a serious accident to personnel or equipment while on duty.
4. Assault or credible threats of violence against the Employer, anyone employed by, working for or doing business with the Employer.
5. The sale, use, purchase or possession of illegal narcotics while in employment of the Employer.
6. Theft of property belonging to the Employer, or anyone employed by, working for or doing business with the Employer.

ARTICLE XVII

PROCEDURE FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

A. The grievance and arbitration procedures set forth in this Agreement shall be the exclusive means for the disposition of all grievances as that term is defined herein.

B. The term "grievance" shall mean any dispute or difference between the Employer and the Union or between the Employer and any employee covered by this Agreement, concerning the interpretation, application or violation of any provision of this Agreement.

C. Grievances and disputes under this Agreement shall be adjusted between representatives of the Union and the Employer. Any employee grievance not involving discharge, which is not submitted in writing to the Employer within thirty (30) calendar days after the occurrence of the event upon which it is based shall be waived for all purposes.

D. Grievances shall be processed in the following manner:

1. STEP ONE: Any employee having a grievance may first take the grievance up with a supervisor or Union representative. In any event, an attempt to settle any grievance with an Employer representative shall be made prior to proceeding to Step Two of this grievance procedure except in the case of discharges or where the Union directly initiates the claim at Step Two.

2. STEP TWO: If the grievance is taken up with the Employer by the employee or Union, but is not settled in Step One within ten (10) working days, it shall be deemed denied. Within fifteen (15) working days thereafter, the grievance will be presented in writing through the Union to the Employer's Representative; provided, however, that grievances may be initiated by the Union directly in this Step Two and that any grievance concerning

discharge shall be initiated by the Union directly at Step Two within ten (10) working days following notice to the Union of the termination pursuant to Article XV, F.

3. STEP THREE: If the grievance is not settled at Step Two within fifteen (15) working days of its presentation to the Employer's Representative, either the Employer or the Union may within ten (10) working days request in writing that the issue be arbitrated. The grieving party may within ten (10) working days thereafter request the Federal Mediation and Conciliation Service and/or the American Arbitration Association to submit a list of seven (7) arbitrators. The party against whom the grievance was filed shall strike the name of an arbitrator from the list, and the parties shall thereafter strike alternately until the name of one person remains, who shall be the arbitrator.

4. The arbitrator's decision on the grievance or dispute shall be final and binding. The expenses of the arbitrator shall be borne by the losing party.

ARTICLE XVIII

OTHER OBLIGATIONS OF EMPLOYER

A. No employee covered by this Agreement shall be compelled or allowed to enter into any individual contract or agreement with the Employer concerning the conditions of employment, varying the conditions of employment contained herein.

B. The Employer will not subcontract work currently done by the Employer without the Union's express written consent.

C. If the Employer is awarded any solar maintenance service contract(s) on or after the date of this Agreement by any public or private entity within the Union's geographic jurisdiction, the Employer shall notify the Union no later than thirty-one (31) days after such award.

D. In the event the Employer loses a contract with which the Employer has a solar maintenance agreement under which unit employees are employed, the Union shall be notified in advance of the loss of contract or, where such advance notice is not possible, as soon thereafter as possible. In the event of such loss of a contract, the Employer shall make all employee wage and trust fund contribution payments required up to the effective date of the terminated contract.

ARTICLE XIX

SUCCESSORS

In the event the Employer sells leases or transfers its operations or is taken over by receivership or enters bankruptcy proceedings, the Employer shall take all necessary steps to

ensure that the terms and conditions of this Agreement shall be binding on such successors, administrators, executors, or assigns.

ARTICLE XX

SAVINGS CLAUSE

If any article, section, paragraph, clause or phrase of this Agreement shall, by any State, Federal or other laws, or by decision of any court, be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect, and the parties shall thereupon immediately start to renegotiate that part or parts declared or held invalid.

ARTICLE XXI

TERM OF AGREEMENT

A. This Agreement shall remain in effect from the date of execution to June 30, 2015, inclusive, and thereafter from year to year unless terminated by either party, as hereinafter provided.

B. Either party hereto shall give notice in writing to the other party of its desire to change, modify or terminate this Agreement. Such written notice shall be given at least sixty (60) days prior to the termination of this Agreement or any subsequent anniversary date.

EMPLOYER

**SOUTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS**

Name

Title

Date

Street Address

City, State, Zip Code

Phone Number

LABORERS LOCAL ____

APPENDIX A

WAGE AND CONTRIBUTION RATES

A. The following rates of pay are the hourly rates for employees covered hereby:

Classification

Solar Maintenance Laborer \$23.19*

B. Trust Fund contribution hourly rates shall be as follows:

Health & Welfare \$3.80**

Pension \$2.49

Vacation/Supplemental Dues \$1.85

* Effective July 1, 2014, the wage rate shall increase and be equivalent to eighty percent (80%) of the Group 1 wage rate set forth in the Union's Southern California Master Labor Agreement.

** Effective July 1, 2014, Health & Welfare contributions may be increased by \$.10 per hour.