Laborers 2012 – 2015

Master Labor Agreement

LABORERS 2012-2015 MASTER LABOR AGREEMENT

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MASTER LABOR AGREEMENT

between

SOUTHERN CALIFORNIA GENERAL CONTRACTORS

and

THE SOUTHERN CALIFORNIA

DISTRICT COUNCIL OF LABORERS

This Agreement entered into this first day of **July 2012**, by and between the **Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., Engineering Contractors Association, and the Southern California Contractors Association, Inc.,** on behalf of their respective eligible members, hereinafter referred to as the **CONTRACTORS;** and, the **Southern California District Council of Laborers affiliated with Laborers' International Union of North America, AFL-CIO**, on behalf of itself and on behalf of its affiliated Local Unions which have jurisdiction over the work in the territory hereinafter described, all affiliated with the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations; hereinafter referred to as the **UNION.**

PURPOSE

The Contractors are engaged in construction work in Southern California and, in the performance of their present and future operations, are employing and will employ workmen under the terms of this Agreement. The Contractors want to be assured of their ability to procure workmen in the geographic area hereinafter defined in Article I, in sufficient number and with sufficient skill to assure continuity of work in the completion of their construction work. The Union and the Contractors, by this Agreement, intend to establish uniform rates of pay, hours of employment and working conditions for the employees covered by this Agreement. The Union and the Contractors further intend by this Agreement to provide, establish and put into practice an effective method for the settlement of misunderstandings, disputes or grievances, with the thought in mind that the Contractors are assured continuity of operation and the employees of the Contractors are assured continuity of employment and industrial peace is maintained.

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 to meet quarterly composed of three (3) representatives appointed by the Southern California District Council of Laborers and three (3) representatives appointed by the Southern California General Contractors. 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 Article X, Paragraphs A or B of the Agreement.

Approval of any change shall not be subject to Article IV or VI 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 Southern California General Contractors.

This Committee shall be empowered to develop rules and procedures for its deliberations.

ARTICLE I

General Provisions

A. DEFINITIONS:

1. The term "Contractor" or "Employer," as used herein, shall refer to an Employer party to or bound by this Agreement.

2. The term "Association," as used herein, shall refer to the Associations previously named and signatory to this Agreement.

3. The term "Union," as used herein, shall refer to the Southern California District Council of Laborers and its affiliated Local Unions which have jurisdiction over the work in the territory covered by this Agreement. 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.

4. The term "Workman" or "Workmen," as used herein, shall refer to a person, or persons, in the labor market who are not employed.

5. The term "Employee(s)" as used herein, shall refer to the employed person, or persons, working in the jurisdiction covered by this Agreement.

6. The term "Superintendent" as used herein shall refer to an employee who

does not work with the tools of the trade and who may supervise employees working at the trade.

7. All personal nouns and pronouns refer to the male and female gender.

8. The "Method of Delivery 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.

B. COVERAGE

1. This Agreement shall apply to and cover all hours of employment of each employee of the Contractors, including Developers, Builders or Construction Managers and to Owner-Builders to the extent permitted by law within the territory as described in this paragraph, employed to perform or performing any construction work within the jurisdiction of the Union, as such employees and construction work are respectively defined hereafter in this Agreement 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 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.

2. This Agreement is made for and on behalf of and shall be binding upon all eligible persons, firms or corporations who at the time of execution of this Agreement are, or during the term hereof become, eligible members of the Associations.

3. Each individual Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. It is agreed that the wages, hours and working conditions of this Agreement are the wages, hours and working conditions in the area covered by this Agreement. 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.

4. This Agreement is separate and distinct from and independent of all other Agreements entered into between the Union and other Contractor organizations, irrespective of any similarity between this Agreement and any such other Agreements, and no acts or things done by the parties to such Agreements or notices given pursuant to the provisions hereof, shall change or modify this Agreement or in any manner affect the contractual relationships of the parties herein, except as otherwise provided in the Article

covering existing and other Agreements.

5. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.

(a) It shall cover work on building, heavy highway, and engineering construction, including the construction of, in whole or in part, or in improvement or modification thereof, including any structure or operations which are incidental thereto, the assembly, operation, maintenance and repair of all equipment, vehicles, and other facilities, including helicopters used in connection with the performance of the aforementioned work and services and including without limitation the following types or classes of work:

(b) Street and highway work, grading and paving, excavation of earth and rock, including non-destructive utility line location (hydrovac operations), grade separations, elevated highways, viaducts, bridges, abutments, retaining walls, subways, airport grading, surfacing and drainage, electric transmission line and conduit projects, communication and conduit installation, fiberoptic installation, blowing, splicing, testing and related work for telephone, T.V. or other communication transmission through conduit, encasement of conduit by concrete, slurry or other materials, water supply, water development, reclamation, irrigation, draining and flood control projects, water mains, pipe lines, sanitation and sewer projects, dams, aqueducts, canals, reservoirs, intakes, channels, levees, dikes, revetments, quarrying of breakwater or riprap stone, foundations, pile driving, piers, locks, dikes, river and harbor projects, breakwaters, jetties, dredging, tunnels, soil testing and building inspection.

(c) The construction, erection, alteration, repair, modification, demolition, addition or improvement, in whole or in part, of any building structure, including oil or gas refineries and incidental structures, weatherization, green energy work, geothermal, wind, water, solar energy installations and appurtenances thereto, also including any grading, excavation, or similar operations which are incidental thereto, or the installation, operation, maintenance and repair of equipment, and other facilities used in connection with the performance of such building construction except where such structures are an incidental or supplemental part of highway and engineering construction, as defined in this Article.

(d) All work involved in laying and installation of industrial pipe regardless of the material used or substance conveyed.

(e) All work involved in laying and installation of pipe both outside and within sewage filtration and water treatment plants, including, but not limited to, mechanical and pressurized pipe within.

(f) All work involved in laying and installation of landscaping irrigation pipe.

6. Repairing of power tools on the jobsite in connection with Laborers work. All work performed in the Contractor's warehouses, shops or yards which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement and all of the production or fabrication of materials by the Contractor for use on the project shall be subject to the terms and conditions of this Agreement.

C. Repairs

Repairs necessitated by defects of material or workmanship or adjustments of newly purchased and/or installed equipment or machinery will not be subject to this Agreement when such repairs and/or adjustments are made by the manufacturer thereof or his agents or employees pursuant to the terms of a manufacturer's guarantee and the Union will not hamper such manufacturer or his agents or employees on such exempted work.

D. Demolition

It is agreed that where demolition work is included under the terms of the job specifications of the General Contractor or subcontractor such work, including the salvage of the material from the buildings to be demolished, as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale, shall be performed by a person, firm or corporation signatory to this Agreement.

E. This Agreement shall cover all work coming within the claimed jurisdiction of the Laborers' International Union of North America, including all work involved in laying and installation of pipe, to be performed at the jobsite as set forth in Article I of this Agreement.

F. Subject to the preceding paragraph, and subject to Paragraphs I and K of this Article, it is agreed that Laborers work shall include but not be limited to:

1. All work necessary to tend all other building trades craftsmen, including stripping of concrete forms, handling and raising of slip forms, sewer cleaners, gardening, horticulture, landscaping, trackmen (construction, maintenance and repair), cleanup of debris, grounds and buildings, the unloading of trucks and moving of equipment, material, furniture and cabinets on the jobsite, and all General Laborers' work. The hoisting of rods except when a derrick or outrigger operated by other than hand power is used is claimed as Laborers' work, also the erection and dismantling of scaffolding regardless of height.

2. All work in connection with excavation for building and other construction including digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing and bracing of foundations, holes, caissons and cofferdams, manning, setting and moving all manually movable pumps.

3. All work in connection with concrete work, including all concrete tilt-up, including chipping and grinding, patching, sandblasting, water blasting, mixing, handling, shoveling,

rough-strike off of concrete, concrete that may be hand worked by any method or means, conveying, pouring, handling of the chute from readymix trucks, walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks, concrete pumps and similar type machines, grout pumps, nozzlemen, (including gunmen and potmen), vibrating, guniting and otherwise applying concrete whether done by hand or any other process; and wrecking, stripping, dismantling and handling concrete forms and false work, cutting of concrete piles and filling of cracks by any method on any surface.

4. Preparation, Installation and application of epoxy, including the setting of dowels.

5. All work in the excavation, grading, preparation, concreting, asphalt and mastic paving, paving, ramming, curbing, flagging, traffic control by any method, and laying of other stone materials, and surfacing of streets, ways, courts, underpasses, overpasses and bridges.

6. All work in connection with the operation of spreader boxes, such as True-Lay, Rola Pavers and Laytons or similar type models, including but not limited to shoveling and shifting material and cleaning of boxes.

7. All work in connection with the cutting of streets and ways for all purposes, including aligning by any method, digging of trenches, manholes, etc., handling and conveying of all materials for same; concrete of same; and the backfilling, grading and resurfacing of same.

8. All work in connection with the construction of caissons, cofferdams, subways (except as covered by the Tunnel Master Labor Agreement), aqueducts, irrigation water lines, culverts, flood controls, and both metallic and non-metallic drains and sewers, any type of conduit, no-joint pipe, including the cribbing, lagging, bracing, sheeting and checking grade for pipe laying, trench jacking and handling of hand-guided lagging hammers on all open trenches and ditches.

9. All work in connection with the shoring and under-pinning, including cutting, fitting, placing and raising, of all structures, soldier beams and sheet beams.

10. All work in connection with drilling, all work of loading, placing and blasting of all powder and explosives of whatever type, regardless of the method used for such loading and placing. All power drills (whether core, diamond, wagon, track, multiple unit or other) and any and all types of mechanical drills without regard to motive power, size of drill bit, or self contained nature of the machine.

11. All work in connection with horizontal directional drills, including operation of drill and electronic tracking device (locator). All helper work on water well drills.

12. All work involved in the construction, replacement, alteration or modification of all rail lines, including salvage, demolition and take up, on main lines, siding, service lines or

on any structures part of or appurtenant to such facilities, whether located on railroad, public or private property and rights of way of any sort.

13. All signaling and rigging in connection with Laborers' work.

14. All work in connection with the wrecking of buildings and structures as limited by the definition of "Demolition Laborer, the Cleaning of Brick and Lumber" contained in the wage scale.

15. All work in connection with the slinging, handling and placing of all riprap, rock and stone on highways, jetties, retaining walls or wherever used, wrecking yards and wrecking work on construction and/or razing sites.

16. The operation of remote controlled robotic equipment in connection with Laborers' work.

17. Mechanically stabilized earthen wall construction and installation.

18. All work on precasting or prefabrication at the construction project site or at a precast or prefabrication yard specifically established and operated for that one particular construction job.

19. All stocking and distribution of drywall material after it has been delivered to the jobsite; general cleanup of drywall scrap, framing scrap, lathing scrap, roofing scrap, plastering scrap, electrical scrap and associated materials; jobsite distribution of all appliances, ranges and furniture as well as cleanup work associated therewith.

20. The installation of all forms of fencing of any type or material including but not limited to, chain link, V-mesh, rectangular and square mesh fabrics, revetments, wire netting and barb wire, baseball backstops, tennis courts, cribs, cages, window guards and safety screens, interior and exterior. All screens including panels of metal, fiberglass, glass or synthetic materials. Metal corrals, pens, runs or enclosures. Metal and wood guard rail, road markers and street signs. Post and cable or chain fences or barriers. Installation of recreational game equipment including swings, slides, climbing structure, basketball backstops, net post and bars. Installation of metal gates and mechanical operators. Balcony railings where wire mesh, metal or wood panels are involved. Flag poles and street subdivision identification sign posts. All post hole drilling or excavation and the driving of fence posts for the work described above. The loading, moving and unloading of fencing materials.

21. Installation and cutting of pavers and paving stone.

22. Operation of all small skid steer loaders.

G. Classifications listed in this Agreement which are not listed under this Section shall be

included in the coverage and description of Laborers' work claimed just as though incorporated in full in this Article. This does not restrict the Laborers from performing other work.

H. Any Contractor not signatory to both the Laborers' Tunnel Agreement and the Master Labor Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Tunnel Master Agreement for the Eleven Southern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the individual Contractor.

I. It is agreed that work covered by the following agreements: Plaster Tenders, Brick Tenders, Tunnel, Gunite, Asbestos, Housemovers, Horizontal Directional Drill, Parking and Highway Improvement and Landscape are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement for work in the Eleven Southern California Counties. To the extent that any work covered by such agreement is encompassed by any construction agreement being performed by or let to the Contractor, such other wages, hours and economic terms of employment shall be considered a part of this Agreement in the Eleven Southern California Counties by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article V shall be applicable to such work.

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

K. Whenever any work covered by this Agreement is to be eliminated or modified by the introduction of any new machine, mechanized process, new or different materials, or new or different method or technology with respect to the performance of such work, persons employed under this Agreement and subject thereto, will be given preference for employment and will be assigned such work where it is not in conflict with International jurisdictional agreements with respect to such new machine, mechanized process, new or different material, or new or different method or technology; and the use of any such new machine, mechanized process, new or different material, or new or different method or technology shall be subject to and covered by this Agreement, regardless of the nature, size or characteristics of such new machine, mechanized process, new or different material, or new or different method or technology.

L. Manhole building shall be performed by bargaining unit employees qualified to perform manhole building. The Contractor may subcontract such work to a licensed contractor whose bargaining unit employees shall perform such work. Such subcontract shall in all ways comply with the article of this Agreement dealing with subcontracting. Bargaining unit employees shall receive wages and benefits equivalent to or greater than those contained in this Agreement for unit employees performing such work. In either case the bargaining unit employees shall receive benefits for actual hours worked, as per Article XVIII, Paragraph M, of this Agreement.

M. Work involved in laying and installation of pipe which is covered by this Agreement shall include, but shall not be limited to:

1. All work incidental to the laying of pipe, the unloading, handling and distribution of all pipe, fittings, tools, materials, equipment and laser beam operation.

2. Industrial pipe fitting in connection with Laborers' work.

3. All inside pipe coating or lining by any method including joint finishing; pipe bursting.

4. Welding, certified or otherwise, in connection with Laborers' work.

5. Installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.

6. Installation of valve boxes, thrust blocks, both precast & poured in place, pipe hangers & supports incidental to installation of the entire piping system.

7. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.

8. Any line inside a structure which provides water to work covered by this Agreement, including piping for ornamental pools and fountains when done in conjunction with landscaping.

9. All piping for ornamental stream beds, waterways and swimming pools.

10. All piping for sewers and drain lines and all preparation on the jobsite allied directly thereto, including fabrication, replacement, repair and service of such installations.

11. All temporary irrigation and lawn sprinkler systems, all temporary water lines.

12. All decorative landscaping, such as decorative pools, ponds, reflecting units, hand grade landscaped areas, finish grade, spread top soil, build mounds, trenching by normal methods, backfill trenches, seed lawns, lay sod, use of ground cover such as flatted materials, riprap, gravel & rock, crushed rock, pea gravel and all other landscapable ground covers, installation of header boards and mowing edges, soil preparation such as wood shavings, fertilizers (organic, chemical or synthetic), top dress ground cover areas with bark or any wood, residual or other specified top dressing.

N. All work in connection with the handling, control, removal, abatement, encapsulation or disposal of toxic waste. The work tasks shall include, but not be limited to, the erection,

moving, servicing and dismantling of all enclosures, scaffolding, barricades, etc., and the operation of all tools and equipment used in the handling, control, removal or disposal of toxic waste; as well as the bagging, cartoning, crating, or otherwise packaging of materials for disposal.

O. All work in connection with traffic control, including but not limited to flagging, signaling, assisting in the moving and installation of barriers and barricades including k-rail, safety borders and all equipment; operation of pilot trucks.

P. All work in connection with geotechnical, toxic or hazardous waste, environmental remediation, environmental investigation, anode or cathodic protection drilling, including but not limited to helper, drilling crew foreman, operation of geotechnical or environmental drills and development equipment without regard to motive power, size of drill bit or gig, type or method of drilling or self contained nature of the machine. Drills include but are not limited to Central Mine Equipment (CME), Foremost, Geoprobe or other similar makes.

Q. Demolition and installation of artificial (synthetic) turf and tracks, playground surfaces and pathways, whether rubberized or of other material.

R. Assembly and installation of modular buildings in connection with laborers work.

S. Operation of all vehicles in connection with laborers work.

T. Installation of metal lockers and related work.

ARTICLE II

Union Recognition

A. The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees and persons employed to perform work covered by 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 class of employees: executives, superintendents, assistant superintendents, master mechanics, time keepers, messenger boys, office workers or any employees of the Contractor above the rank of craft foreman. Employees and persons employed to perform work covered by this Agreement specifically include Craft Foremen.

B. The Union recognizes the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors Association, and the Southern California Contractors Association, Inc., as the sole and exclusive bargaining representatives for their respective eligible members, present and future, who are or who become bound by this Agreement and agree that during the term of this Agreement it will not negotiate or enter into any agreement with such individual members of the Associations relative to part or all of the subject matter covered by this

Agreement.

C. This Agreement shall be binding upon each and every eligible member of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors Association, and the Southern California Contractors Association, Inc., with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Associated General Contractors of California, Inc., the Building Industry Association of Southern California, Inc., the Engineering Contractors Association, and the Southern California Contractors Association, Inc., shall remain jointly and severally liable under this Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from any of the Associations 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, provided, however, that as to such former or suspended members, the provisions of Article IV and Article VI shall not apply from the time when such member resigns or is suspended from any of the Associations. Such former or suspended member shall automatically be bound by all of the terms of the Laborers' Short-Form Agreement for the Construction Industry except that he may terminate the Short-Form Agreement by giving the appropriate Association and the Union at least sixty (60) days written notice prior to June 30, 2015 (or June 30 of any subsequent year if the Union fails to give notice in 2015) of his intent not to be bound by any new or renewed agreement. Thereafter the termination clause of the Short-Form Agreement shall apply. The Associations will advise the Union of any new or resigned or suspended members within thirty (30) days after admission to membership or change in membership status.

ARTICLE III

Dispatching Procedures, Hiring Hall Provisions

A. In the employment of workmen 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. There shall be five (5) groupings in the out-of-work list as hereinafter more particularly described.

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 geographical 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 workmen strictly in accordance with the provisions of this Agreement.

5. It shall be the responsibility of the Contractor, when ordering men, 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, by-laws, 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 (1) 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.

Group B: In addition to requests permitted in Group A, above, the Contractor may request for employment any person who has graduated from Apprentice to Journeyman status within the last twelve (12) months prior to the request and any person in Wage Classification Groups II, III, IV, and V who is registered on the out-of-work list out of order for any reason; provided, however, that a person requested under this section has worked at least three hundred (300) hours under this 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 (50%) percent of persons requested under this section. Any Local Union, may at its option, permit a percentage of individual requests greater than fifty (50%) percent 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 geographical jurisdiction of the Union, excluding San Diego County, for at least one hundred (100) hours within the preceding year. Workmen 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 man referred.

Group D: All other applicants whose names are entered on the employment list of the registration facility and who are available for employment. Workmen 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.

Apprentices: The Local Union, through the Joint Apprentice Committee, shall dispatch Apprentices from a separate list on a first-in, first-out basis: that is, the first person registered in that group shall be the first person referred; provided, however, a Contractor may request an Apprentice by name and such Apprentice shall be dispatched regardless of the Apprentice's placement on the list.

(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 workers 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 one 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 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 Union 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 provision of Article III, Section 6(a), Group A and B and Apprentices, 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 Article III, A. Any person having any disagreement with an applicant's placement or dispatch under Article III, A, 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 workmen, 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 (17½) 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 workmen from any other source, or sources. If workmen are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such workman by name.

7. (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 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, skill 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 cost 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.

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. Otherwise, all such employees should be screened and tested by the Joint Apprenticeship Committee to determine whether the employee is a journeyman or should be registered as an apprentice.

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. 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.

D. 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.

E. 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 Attachment No. 1 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 (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 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 LiUNA PAC, or other Political Action Committee from the amounts required to be paid to the Vacation Trust pursuant to Attachment No. 1 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.

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 Construction 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 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 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.

F. 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.

G. The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations.

1. For jobsites located in Imperial, Inyo, Kern, San Luis Obispo, Santa Barbara and Ventura Counties and Santa Catalina Island, the Contractor may transfer up to four (4) Laborers and one (1) foreman from area to area. After the transfer of no more than four (4) Laborers and one (1) foreman, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person 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). The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by email, fax, or personal delivery. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

2. For jobsites located in Los Angeles, Orange, Riverside and San Bernardino Counties, the Contractor may transfer up to four (4) Laborers and one (1) Foreman from area to area. Provided the Contractor conducts a pre-job conference or sends a written notice to the Union and advises the Union of the projected steady workforce for the jobsite, the Contractor may also transfer the lesser of fifteen (15) Laborers or twenty percent (20%) of the number of workers who make up the difference between the four (4) Laborers and one (1) Foreman initially transferred and the projected steady workforce. If no pre-conference is held where the Union is so advised nor written notice provided to the Union, the provisions of subsection G (1) above shall apply. After the transfer of Laborers pursuant to the formula stated above, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person 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. The Contractor must properly clear all employees, including foreman and Key

employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another area shall be submitted by fax or personal delivery. The Union will not unreasonably withhold issuing a clearance.

H. Employees employed by any Contractor pursuant to the terms of this Agreement shall not be removed nor transferred by the Union unless the prior approval of the Contractor has been obtained.

ARTICLE IV

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 Article VI 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 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 primary picket line sanctioned by the Building and Construction Trades Council in the area or for engaging in any conduct protected by Sections 7 or 502 of the Labor-Management Relations Act of 1947, as amended.

1. If work on a project is declared to be unfair as the result of a primary dispute by a Building and Construction Trades Council in the area and the work thereon is stopped for that reason, the Union shall not be deemed to have violated this Agreement if, during the period of said work stoppage, the members of the Union fail to perform their work for the Contractor or their subcontractors.

D. During the term hereof there shall be no strikes, slowdowns or stoppages of work occasioned by jurisdictional disputes between the Union signatory hereto and any other Union and that all employees covered by this Agreement shall perform the work customarily performed by them.

E. When making work assignments, the Contractor shall assign the work in accordance with existing intercraft agreements. In the absence of such intercraft agreements, then past practice or the prevailing practice in the locality shall apply. The Union will furnish the Association with approved intercraft agreements. The locality for the purpose of determining the prevailing practice shall be defined as the geographical area covered by this Agreement. If a dispute arises prior to the assignment of work, or where there is no

predominant practice in the locality or intercraft agreement, the Contractor shall consult the representatives of the contesting trades regarding any arguments of facts the trades may wish to present to their claim to the work.

F. 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.

ARTICLE V

Subcontracting, Employee Rights, Union Standards and Work Preservation

A. The purposes of this Article are to preserve and protect the work opportunities normally available to employees and workmen covered by this Agreement, maintenance and protection of standards and benefits of employees and workmen negotiated over many years and preservation of the right of Union employees, employed hereunder, from being compelled to work with non-union workmen.

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 Master Labor Agreement, effective July 1, 2012 to June 30, 2015 ("Master Labor Agreement"). The subcontractor acknowledges and agrees that a copy of the Master Labor 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 Master Labor Agreement referenced above, including wages, trust fund contributions, working rules, the grievance/arbitration procedure and any other mechanism for the resolution of dispute contained in the Master Labor Agreement, on all covered work performed in the geographic area of the Master Labor Agreement. Subcontractor agrees that it shall be bound to the Master Labor Agreement, commencing with the first hour of work performed by its employees on this Project, and shall be bound to the Master Labor Agreement for all its construction work, whether or not the work is performed for the Contractor, for the duration of the Master Labor Agreement, and until timely terminated pursuant to the terms of the Master Labor Agreement, for the duration of successor Master Labor Agreements.

"Subcontractor further agrees to require all its subcontractors performing job site work of the type covered by the Master Labor Agreement referenced above to become bound to and comply with all of the terms and conditions of the Master Labor 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 calendar days after execution of a subcontract, as specified in subsection 1, above, with a subcontractor not previously signed to the Master Labor 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 Asbestos, Plaster Tenders, Brick Tenders, Tunnel, Gunite, Housemovers, Horizontal Directional Drilling, Parking and Highway Improvement and Landscape Agreements of the Union are a part of the work description and bargaining unit

covered by this Agreement.

E. Any dispute involving this Article will be resolved under the grievance procedure of this Agreement. An award of the Laborers 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 Article 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 Article IV of this 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 materials, 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. In the event the contractor is a partnership, no more than one (1) partner shall perform work covered by this Agreement. However, during each day on which the partnership employs on a full-time basis at least three (3) Laborer employees, pursuant to the terms of this Agreement, then one (1) additional partner shall be allowed to perform work covered by this Agreement. All partners who perform work covered by this Agreement and pursuant to this Paragraph I, shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the partnership shall contribute to all Trust Funds on behalf of all working partners at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate, and to the Trust Funds in a sum equivalent to the hourly contribution rate, for each hour worked by a partner in violation of Paragraph I.

J. In the event the Contractor is a sole proprietorship that employs other individuals or is not working for a contractor signatory to this Agreement and the sole proprietor performs work covered by this Agreement, the sole proprietor shall be paid not less than the hourly wage rates stipulated in this Agreement for such work and the sole proprietorship shall contribute to all Trust Funds on behalf of the working sole proprietor at the hourly rates specified in Attachment #1, except the hourly Pension contribution rate which instead shall

be paid to the Construction Laborers' Vacation Fund for Southern California. The Contractor shall be liable in damages to the Union in a sum equivalent to the hourly wage rate and to the Trust Funds in a sum equivalent to the hourly contribution rate for each hour worked by the sole proprietor in violation of this Paragraph J. If the sole proprietor is working for a contractor that is signatory to this Agreement, the sole proprietorship shall be considered an owner- operator subject to the provisions of Article V, paragraph K.

K. 1. An Owner-Operator is a person who has legal or equitable title to his equipment and operates the equipment himself on work covered by this Agreement and he shall operate only that equipment to which he has legal or equitable title. An Owner-Operator shall have proof of ownership of the equipment being operated in his possession at all times and shall produce such proof of ownership upon request by the Union or Contractor. It is further agreed that any time an individual Owner-Operator has a piece of equipment operated by someone other than himself on any given job or project, the provisions of this Paragraph K will not apply to such equipment, rather the subcontracting provisions contained in Article V, Paragraph A to C of this Agreement shall become applicable.

2. The Owner-Operator shall not be subject to the dispatch obligations contained in Article III of this Agreement, provided that the Owner-Operator has signed a W-4 form and becomes a bona fide employee of the Employer prior to going to work and the Union shall be notified of the name and Social Security Number of the Owner-Operator within twenty-four (24) hours after the Owner-Operator is hired, such notice to be given to the Local Union in whose area the work is being performed and confirmed in writing within twenty-four (24) hours thereafter. A copy of the notification shall be furnished by the contracting Employer to the Owner-Operator, and this copy shall be in the possession of the Owner-Operator at all times, so long as he remains on the job or project. This notice must be produced upon request of the Union. Failure of the Owner-Operator to provide proof of ownership of the equipment being operated shall be cause for his removal from the job or project until the Owner-Operator and the Employer have complied with the requirements of this Paragraph K. The Owner-Operator is subject to the union security and supplemental dues provisions of Article III.

3. (a) Effective from the time the Owner-Operator first reports to work on the job or project, the Contractor shall take all necessary steps to make the Owner-Operator an actual bona fide employee of the Contractor. The Contractor shall retain and exercise supervision and control over the manner and means by which the Owner-Operator performs work under this Agreement, and shall treat the Owner-Operator in all respects as any other employee of the Contractor is treated, except as otherwise provided in this Paragraph K. The Contractor shall deal with the Owner-Operator solely in an employer-employee relationship, and shall not treat the Owner-Operator as a self-employed person, independent contractor or brokered service. The Contractor shall not act as broker of Owner-Operator services to any other party and any payment by the Contractor to any broker or other person except a signatory subcontractor for the services of an Owner-Operator shall be a violation of this Agreement.

(b) The Contractor shall not permit a self-employed person to perform any work covered by this Agreement, except as otherwise provided in Article V, Paragraphs I and J. A "self-employed person" is one who works for an unincorporated trade or business in which that person owns ten (10%) percent or more of the interest in the capital or profits.

(c) The Contractor shall be liable to the Trust Funds described in this Agreement in an amount equal to the contributions plus interest and liquidated damages from the date contributions would have been due that would have been paid on an employed person to perform work covered by this Agreement. The portion of the contribution designated as supplemental dues shall be forwarded to the Union by the Trust Administrator. The sums paid under this provision shall be as damages and not for the benefit of any specific individual.

(d) An incorporated Owner-Operator shall for the purposes of this Agreement, be designated and recognized as a subcontractor and subject to the provisions of Article V and, as such provide the Contractor, Union and Trust Funds with bona fide information to the effect of such incorporation.

4. Separate checks shall be issued to such Owner-Operator for [1] employee wages and [2] for his equipment.

5. All hours worked or paid for under the terms of this Paragraph K shall be reported to, and payments made to, the Trust Funds, as provided for in this Agreement.

6. The individual Employer will not devise or put into operation any scheme to defeat the terms of this section of this Agreement.

7. If a Contractor, through the grievance procedure, is found violating any portion of this Article, the Contractor shall immediately pay compensatory damages in the amount of one (1) day's pay at the Group III rate for each day or portion of a day in which the violation occurred.

ARTICLE VI

Procedure for Settlement of Grievance and Disputes

A. There is hereby established a Laborers' Joint Adjustment Board consisting of four (4) regular and four (4) alternate representatives of the Contractors and four (4) regular and four (4) alternate representatives of the Union. The establishment of this Board and the purpose of its existence is for the purpose of interpreting and enforcing all the terms and provisions contained in this Agreement. No dispute, complaint or grievance shall be recognized unless called to the attention of and, in the event it is not resolved, confirmed in writing to the individual Contractor, the appropriate 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.

B. An individual employee having a grievance or dispute shall first attempt to adjust said grievance or dispute with the Contractor or his representative. If the grievance or dispute is not settled at the first step, then the job steward, if any, is to receive grievances or disputes from employee members of his craft and shall immediately report them to his business representative or special representative, who shall attempt to adjust said grievance or dispute with the Contractor or his representative.

C. In cases of violation, misunderstanding or differences of interpretation of this Agreement by either party, there shall be no cessation or stoppage of work except as otherwise provided in this Agreement.

D. In the event a grievance or dispute cannot be satisfactorily adjusted on the job between the representative of the Union and the Contractor or his representative within twenty-four (24) hours, the Labor Relations Representative of the appropriate Contractor's Association shall meet as soon as possible with the Contractor and the Union representative in an attempt to resolve the dispute. If the dispute is not resolved at this meeting, the issue shall be immediately referred to the Joint Adjustment Board in writing for their consideration and decision.

E. A contractor shall refer a grievance or dispute to the Chairman of the Joint Adjustment Board through the appropriate Employer Association. The Association shall then refer the grievance or dispute to the Board by sending written notice to the Contractor and the Union Chairman of the Joint Adjustment Board. The Local Union shall refer a grievance to the Joint Adjustment Board by sending written notice to the Union Chairman of the Joint Adjustment Board and the Management Chairman of the Joint Adjustment Board. The written notice of referral required by this paragraph shall contain the name of the Contractor and the Local Union directly involved, the date and place of occurrence of the grievance or dispute and a brief description of the nature of the grievance or dispute.

F. 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 Chairman and Secretary and agree upon its procedural rules.

G. The Joint Adjustment Board shall meet at 9:00 A.M. on the first Wednesday of each month, and shall in addition meet at the call of the Co-Chairmen. The Joint Adjustment Board shall issue decisions immediately. In the event the Joint Adjustment Board does not reach a decision for reasons of its own, any dispute or grievance may be referred to arbitration by either or both parties within five (5) working days to the arbitrator designated in Paragraph H. The arbitrator shall meet with the members of the Joint Adjustment Board within seventy-two (72) hours and render a decision within seventy-two (72) hours thereafter. The time limits specified in this paragraph may be extended by mutual

agreement. A simple majority of the Joint Adjustment Board shall be final and binding upon all parties and the grievants. In the event of a deadlock and the use of the arbitrator is required, a majority decision of the Joint Adjustment Board and the arbitrator shall be final and binding upon all parties and the grievants.

H. The regular members of the Joint Adjustment Board designated in accordance with Paragraph F shall select a list of seven (7) permanent arbitrators. In the event the members of the Joint Adjustment Board, by majority vote, are unable to agree upon the names of the seven (7) permanent arbitrators, then as to those upon whom agreement cannot be reached, the following procedure shall be followed:

1. The Union representatives shall nominate ten (10) persons for the positions remaining unfilled on the panel of arbitrators and the Contractor Representatives shall nominate ten (10) persons for the positions remaining unfilled on the panel of arbitrators. Thereafter, the Union Joint Chairman and the Contractor Joint Chairman shall alternately strike names from the lists until there remain only that number of names necessary to fill the remaining seven (7) positions on the permanent panel of arbitrators. Those names remaining shall be added to the permanent panel of arbitrators. The determination as to who will strike first will be by lot, with the loser making the first strike.

2. Thereafter the Joint Adjustment Board shall select an arbitrator to hear a pending grievance or dispute by rotation. If for any reason the arbitrator whose turn it is to hear a dispute is unavailable or the parties mutually agree that an unreasonable time would be required in order for him to become available, then the next arbitrator in succession shall be selected.

I. The Contractors and the Union shall each have a total of four (4) votes on the Joint Adjustment Board and four (4) representatives and not less than two (2) appointed by each party and the Chairman shall constitute a quorum.

J. All expenses incurred and approved by the Joint Adjustment Board necessary for the consideration and decision of grievances or disputes submitted to it shall be borne by and divided equally by the Union and the Contractor. All fees and expenses of the Arbitrator shall be borne by the party against whom the Arbitrator rules.

K. 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 to the arbitration, the Arbitrator 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 Arbitrator on this issue shall be final and binding.

L. No jurisdictional disputes shall be submitted for determination to any grievance procedure provided in this Article, but shall be determined in the manner provided in Article IV of this Agreement.

M. No grievance body established under this Agreement, including the Joint Adjustment Board and Arbitrator, in determining any grievance, shall have the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

N. The provisions of this Article VI shall not apply in the event the Contractor or the subcontractor or the subcontractor of a subcontractor fails to pay or is delinquent in contributions to any Trust established under this Agreement.

O. The Joint Chairmen of the Joint Adjustment Board shall, immediately following the decision rendered in Executive session, announce the decision of the Board to the parties. In addition, such decision shall be served upon the parties in writing, with copies of such decision being furnished to both the Union and the Association. The Joint Adjustment Board shall have full authority to fashion such remedies, whether by way of damages, orders to cease and desist, or any and all other reasonable remedies designed to correct any violation which the Joint Adjustment Board may have found to have existed.

Minutes of all meetings of the Joint Adjustment Board shall be recorded by one of the Board members selected by the Board, and shall be signed by all members of the Board. Minutes shall be condensed and need not be verbatim.

P. Each decision of the Joint Adjustment Board and the Arbitrator 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 each of the Contractor Associations and Unions signatory to this Agreement. The determinations of the Joint Adjustment Board or Arbitrator are final and binding upon the parties.

Q. It is understood and agreed that the procedures outlined in this Article VI shall be the exclusive remedy for any violation of this Agreement.

ARTICLE VII

Craft Steward and Business Representative

A. The Union business representative or special representative 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.

B. The craft job 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 during working hours, such of his steward duties, as outlined in Paragraph D, 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 a craft job steward, and send a copy to the Contractor's home office address.

C. 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 being performed in a classification in which he is qualified to perform, except that at the completion of the job, the Contractor shall not be required to retain the steward in lieu of the foreman or key man upon reduction in force. The Contractor or his representative, before laying off, or discharging the craft job steward for any cause other than stated in Paragraph D, below, shall notify the Union in writing of his intent to do so two full working days prior to such intended layoff or discharge. The Contractor or his representative will meet with the representative of the Union during this two day period and attempt to resolve the matter. The craft job steward shall not be discharged or laid off for the performance of his agreed upon duties when performed in accordance with this Article, or without just cause.

D. To promote harmony between the Union and the individual Contractor, the craft job 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 the 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 referral.

4. Report to the Contractor's designated representative any work belonging to his craft being done by non-dispatched men or by workmen of another craft.

5. Report to his Business Representative infractions of the Agreement which have not been resolved between himself and the Contractor's designated representative.

6. Make a complete job check during working hours no more often than once a week.

7. Report to his Business Representative any employee covered by this Agreement who leaves the jobsite without giving the Contractor and the craft job steward prior notice.

8. Report any reckless or unsafe employees covered by this Agreement on the jobsite to the Contractor's designated representative or his Business Representative.

9. The craft job steward shall not:

    a. Stop the Contractor's work for any reason.

    b. Tell any workman or any employee covered by this Agreement that he

cannot work on the job.

c. Initiate any physical altercation with any person on the jobsite.

10. Infraction of any of the rules in subparagraph 9 shall be cause for immediate dismissal of the craft job steward without any prior notice and this shall be the exclusive remedy for a violation of this section.

11. Any dispute in connection with this Article VII shall be referred to the Grievance and Arbitrations procedure of this Agreement.

ARTICLE VIII

Classifications

A. Should the Contractor or any subcontractors, as defined in Article I and V of this Agreement employ employees in the prosecution of this work in occupations or upon equipment which is not covered by one of the classifications herein specified, such employment shall, within three working days after a work assignment is made, or the equipment is operated, be temporarily classified by the appropriate Contractor Association and the Union under the classifications contained herein which more nearly fit the particular character of the employment. Temporary classifications and wage rates shall be immediately referred to the Laborers' Joint Adjustment Board which shall review and recommend usage of the proper classifications and wage rates. Either party shall thereafter have the right to submit a dispute under this section in the manner set forth in Article VI of this Agreement.

B. The number of employees and the number of classifications of employees required to perform any operation covered by this Agreement shall be determined by the Contractor, provided that if a Contractor, in determining the number of employees, or the number of classifications of employees, shall lessen the number of employees or the number of classifications customarily used to perform any such operation, the Union may have the issue of such reduction in employees or in classifications determined by the grievance and arbitration procedure provided in Article VI of this Agreement. In determining such disputes, consideration shall be given to the necessity for additional employees or classifications as well as other pertinent factors.

C. Because the Contractors and the Union recognize the necessity of eliminating restrictions on production and promoting efficiency, nothing shall be permitted that restricts production or increases the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restriction against the use of any kind of machinery, tools, or labor-saving devices, provided, however, that such machinery or power equipment shall be furnished by the Contractor, and provided further that no employee shall be required to work under any conditions that are injurious to his health or safety or in conflict with a present

well-established custom regulating such use where the work is being performed.

D. The Contractor agrees to recognize and observe craft jurisdiction insofar as possible and practicable and that wage scales apply to classifications rather than to men, and the Union agrees to permit the occasional or temporary transfer of employees from one classification to any other classification; provided that, 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 in which he worked during the day. When such transfers involve the classifications of more than one craft, it shall not be necessary for the operation of this policy that employees be referred to a project by more than one Union or employed at classifications of more than one craft. Abuse by any Contractor of the privilege granted in this paragraph D, Article VIII, shall subject him to withdrawal of the privilege for an appropriate period through the procedures established in Article VI of this Agreement.

E. Each employee employed in accordance with the terms of this Agreement shall receive wages based upon the minimum hourly wage rates specified in Article XIX of this Agreement calculated by the number of hours he was employed, less all legal deductions. Any other method of paying the employees, such as the use of piece work, bonus systems or lumping of the work, shall be deemed a violation of this Agreement. Grievances shall be settled in accordance with Article VI of this Agreement.

ARTICLE IX

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 provisions 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 and each of their eligible members and the Union on whose behalf the said parties are signing the said Agreement.

B. Nothing contained in any other Agreement will change the conditions as set forth in this Agreement pertaining to use of equipment or the working rules and classifications of employees when said equipment is owned by the Contractor and operated or used on any work on which he is the prime or subcontractor. Nothing contained in this Agreement shall relieve any Contractor or subcontractor from his contractual obligations under such other agreements.

C. 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. 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 hereinafter be adopted by the Union shall have no application to the work covered herein.

ARTICLE X

Existing and Other Agreements

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.

D. This Agreement shall be deemed to be executed when the parties signing shall have affixed their signatures hereto. Before accepting as an affiliate or issuing a charter to a local Union in the area herein defined, the Union shall be required as a condition of such affiliation that said local Union be bound by the terms hereof.

ARTICLE XI

General Saving Clause

It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings, or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this Agreement. The Contractors and the Union

agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations the parties agree to submit the issue to final and binding arbitration. Selection of an arbitrator shall be made in the manner prescribed in Article VI of this Agreement. The Arbitrator shall render decisions only on the specific issue submitted to him, and shall have no authority to change or abrogate other conditions of this Agreement. Any fees and/or expenses of the Arbitrator shall be borne by and divided equally by the Union and the Contractors. The decision of the Arbitrator shall be final and binding on the parties. The no-strike, no lockout provisions of Article IV shall not apply if either party fails to comply with the decision of the Arbitrator.

ARTICLE XII

Term, Termination and Renewal

The term of this Agreement is July 1, 2012, to June 30, 2015, and from year to year thereafter unless either the Union or the Associations give written notice received by the others not less than sixty (60) days prior to June 30, 2015, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.

ARTICLE XIII

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 forms 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 arbitrator contained in Article VI.

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 Article III, 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.

ARTICLE XIV

Pre-job Conference

A. It is agreed there will be a pre-job conference prior to the start of any job or project at the option of either party where the agreed or estimated cost is one million dollars ($1,000,000.00) or more.

B. If the Contractor is a member of a signatory Association, the pre-job conference will be arranged through the appropriate Association with the Building and Construction Trades Council or a Union having jurisdiction over the work in the area of the project.

C. The individual Contractor shall, upon request, advise the Union, in writing, of the names and addresses of all subcontractors employed or contracted with for services to be performed under this Agreement.

ARTICLE XV

Laborers' Foremen

A. The selection of the employee who will be the Laborer Foreman is at the sole discretion of the Contractor. Where the employees of the Contractor employed on the project are predominantly Laborers and performing Laborers' work, the employee selected by the Employer to be Foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborer Foreman may work with the tools of the trade in accordance with the provisions of Paragraph C, Article VIII of this Agreement. As an exception to the dispatch procedures contained in Article III, the Union may dispatch workers requested by the Contractor as a Laborer Foreman, who are not next in order on the out of work list.

B. Only Laborer Foremen who normally work with the tools of the trade during straight time periods, in addition to the performance of Foreman duties, may work with the tools of the trade during overtime periods. The need for and the number of Laborer Foremen required for the performance of the work shall be determined in accordance with the provisions of Paragraph B, Article VIII of this Agreement. It is understood that in certain cases, by

reason of custom and practice established by the parties hereto, a Foreman may be over the work and employees of more than one craft. If a dispute arises with respect to the application of this understanding, such dispute shall be determined according to the procedure set forth in Article VI of this Agreement on the basis of such custom and practice.

C. 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.

D. Except in case of emergency, if any of the employees not covered by this Agreement as set forth in Paragraph A, Article II of this Agreement such as superintendents, assistant superintendents or master mechanics, shall act in the capacity of a Laborer Foreman or work with the Laborers' tools or at classifications in the Laborers' category, he shall be an employee under the jurisdiction of the Union.

ARTICLE XVI

Holidays, Payment of Wages, Meal Periods

A. 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.

B. Payment of Wages

1. 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 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.

2. When men 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.

3. 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 Article. In the event these stipulations are not met, he shall receive waiting time as noted above.

4. 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.

5. When employees covered under the terms of this Agreement are employed at a higher rate of pay than the minimum established herein during any shift, the higher rate of pay shall apply on all time worked during that day.

6. 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.

7. 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.

C. 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 (2) time 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 (2) time rate. Meal periods may be staggered to meet job requirements.

D. Breaks

The parties to this agreement recognize Industrial Wage Order 16 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 Article VI, Procedures for Settlement of Grievances and Disputes of this Agreement." The grievance process of Article VI shall be the exclusive method for resolving all alleged violations on this Wage Order and the time limitations of Article VI shall apply.

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

ARTICLE XVII

Safety, Rest Periods, Parking, Drinking Water, Jobsite Transportation, Signing of Documents

A. Safety

The Unions shall cooperate (1) with the individual Contractor and with each other in carrying out all of the individual Contractor's safety measures and practices for accident prevention, and (2) employees shall perform their duties in each operation in such a manner as to promote efficient operations of each particular duty and of any job as a whole. Employees will acknowledge, in writing, having been given the Contractors' safety measures and practices for accident prevention to satisfy OSHA or other Agency requirement. The individual Contractors must post the name and address of their doctor and the compensation insurance carrier on the jobsite.

1. An employee who has been found, through the grievance procedure, to have been unjustifiably disciplined or discharged for refusing to perform work which would endanger his health or safety, or the health or safety of any other employee, shall be reinstated in his former classification. This is not to be construed as a waiver of the employee's rights under Section 502 of the Labor Management Relations Act of 1947, as amended.

2. The Contractor shall be solely responsible for implementation and maintenance of such safety laws, rules, regulations, standards, orders and decisions. Neither the Union nor any local Unions or District Councils are responsible for such implementation or maintenance.

3. After July 1, 2000, all graduates of a Laborers Training Program shall receive certification that they have successfully completed the Basic Safety Course to be developed by the Laborers Training and Retraining Trust Fund of Southern California.

Such certification will be at no cost to the Employer.

B. Rest Periods

1. Employees shall be given a rest period of not less than six (6) hours between the termination of any overtime work, except for pre-shift overtime work up to a maximum of eight (8) hours, and the commencement of another straight time shift, unless performing emergency work which is not considered a normal job operation.

2. If employees do not receive the required six (6) hours' rest period, they shall be paid at the applicable overtime rate for each hour worked until they receive six (6) hours' rest off the job or project, regardless if a new workday starts or not.

C. 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.

D. Drinking Water

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 adequate toilet facilities in accordance with California State Law.

E. 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.

F. Signing of Documents

Workmen and/or employees shall not be required to sign any documents other than those required by law. Under no circumstances will an employee be required to sign any other document and the Union shall not be held in violation of this Agreement for ceasing to work on a job or project where such demand is made by the Employer.

ARTICLE XVIII

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 Paragraph B, Article I, of this Agreement.

A. Shifts:

1. Eight (8) consecutive hours, exclusive of meal period, between 5:00 a.m. and 5:00 p.m., shall constitute a day's work. Forty (40) hours Monday 5:00 a.m. through Friday 5:00 p.m. shall constitute a week's work.

2. The starting time of single shifts shall be 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., Monday through Friday. Starting times may be changed to meet job requirements, including maximum utilization of daylight hours. Starting time may be staggered to meet job requirements, on concrete and paving operations, however no employee will be required to report at a later starting time as a means to avoid paying for a full shift. Telephonic notice shall be given to the Union in cases of deviation from the original starting time, followed by written confirmation.

3. All time worked before 5:00 a.m. and after 5:00 p.m., or all time worked in excess of eight (8) consecutive hours, exclusive of meal period, and all work performed on Saturdays, Sundays and Holidays, shall be paid at the applicable overtime rate.

B. Multiple Shifts:

1. When so elected by the Contractor, multiple shifts may be worked for three (3) or more consecutive working days, 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 men 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 F Special Shifts.

(a) It is understood that a single and a multiple shift may work concurrently on a project.

2. 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 of 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 (1) day on Saturday, Sunday and holidays shall be paid for at the appropriate overtime rate.

3. 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 appropriate Craft Overtime Rate, except as provided in Paragraph 4 of this Paragraph B.

4. 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.

C. 1. 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 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 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.

2. The provisions of Paragraph C will apply only if the Carpenters, Cement Masons, Operating Engineers and Teamsters who have members working on the job or project for the Contractor agree to the same provisions as outlined in the preceding Paragraph.

3. 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.

D. In the event, due to inclement weather or similar Act of God, or a situation beyond the employers 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 A or C of this Article, Monday through Friday, then the balance of the forty (40) hours may be worked on Saturday at the straight time rate. No employee will be terminated for refusing to work on Saturday at the straight time rate of pay.

E. 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.

F. Special Shifts:

1. When the Contractor produces evidence in writing to the Union of a bonafide 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 B.4 of this Article (for 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 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 ($.50) per hour in addition to his regular rate of pay.

2. 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 a time designated by operations of the establishment, Monday through Friday. The employees on this shift will work eight consecutive hours exclusive of meal period for which they shall receive eight (8) hours pay at the straight time rate.

G. Tide Work Schedule:

The following provisions shall apply to employees on jobs working a single shift only:

1. When employees are called out to work broken time or tide work, Monday through Friday, the minimum pay for such work shall be eight (8) hours at the applicable, regular straight- time rate. Subject to the above minimum, in computing the time to be paid for under this provision, eight (8) hours or less worked between 7:00 a.m. and 5:00 p.m. shall be paid for at the applicable straight-time rate, and time in excess of eight (8) hours worked between 7:00 a.m. and 5:00 p.m., and any time worked before 7:00 a.m. or after 5:00 p.m. shall be paid for at the applicable overtime rate.

2. When employees are called out to work broken time or tide work on Saturdays, Sundays or holidays, the minimum pay for such work shall be eight (8) hours at the applicable overtime rate.

H. Emergencies:

When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, the starting time for the shift may be made to fit the emergency and eight (8) hours in

any twenty-four (24) hour period may be worked at the straight time rate. All other terms and conditions of this Agreement shall apply.

I. Subsistence

1. 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 workmen and/or employees who report to work and for whom no work is provided.

2. Subsistence as provided in Paragraph I-1 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

(a) 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.

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

J. 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 from the time en route and return. For offshore work, employees will receive travel pay at straight-time rates from port 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.

K. Workmen referred under Article III 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 application of this particular paragraph shall be referred to the procedure for settlement of grievances and disputes.

L. 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 workmen 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 workmen 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.

M. 1. Any workman 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 workman 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 the 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 workmen or employees are not required or requested to remain on the project by the Contractor or his agent. New employees on their first day of work shall be paid for their actual time worked.

2. On concrete coring and concrete sawing operations, only, any employee reporting for work and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any workman 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 (1) day, he shall receive not less than six (6) hours pay, and if more than six (6) hours work is provided, he shall receive not less than eight (8) hours pay.

N. When it is necessary to shut down a job or project because of a bomb threat, employees will be compensated as follows:

(a) If such an event occurs before the regular starting time, all workmen or employees who have not been notified not to appear for work and who show up at the jobsite shall receive two (2) hours' pay and subsistence at the applicable rate.

(b) In order to qualify for this two (2) hours' pay (and subsistence if applicable), the employee and/or workman must remain on the job available for work during the two (2) hour period of time for which he receives pay unless released sooner by the employer or

his representative. Time spent in a holding area as directed by the Contractor shall be considered as time worked and paid accordingly.

O. Flagmen shall be entitled to adequate relief for the use of toilet facilities.

P. 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 of 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.

ARTICLE XIX

Wage Scales

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

A. Overtime Rates:

Time and one-half, except hours worked over 12 in a single workday, Sundays and Holidays, which are double (2) time.

B. Watchmen:

Watchmen shall work eight (8) consecutive hours per day, exclusive of lunch period, and forty (40) hours per week, Monday through Sunday, at straight-time rates, provided they receive their two-day rest period consecutively. Watchmen shall receive time and one-half for all time worked in excess of eight (8) hours per day and for the sixth consecutive day worked, and double time for the seventh consecutive day worked. Watchmen shall also receive time and one-half for holidays, except where a holiday falls on the seventh consecutive day worked, which shall be double time. This provision shall be applicable to persons whose principal function is to tend patrol dogs at the jobsite but shall not include services exclusively of delivery and retrieval of the dogs.

C. 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 Attachment #1 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 and Welfare Trust for Southern California.

D. 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 Attachment #1 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.

E. Vacation:

1. Contractors covered by the terms of this Agreement agree to pay to the Construction Laborers' Vacation Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. Contractors covered by the terms of this Agreement approve and consent 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.

F. Training and Retraining:

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Training and Retraining Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Training and Retraining 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.

G. 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.

H. 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.

I. Foreman:

Laborer Foremen employed in accordance with Article XV of this Agreement shall be paid not less than one dollar and seventy-five cents ($1.75) per hour more than the hourly wage 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.

J. Laborers' Hourly Wage Scales

Classifications	**07/01/12**	**07/01/13**	**07/01/14**
GROUP I	$28.09	**$1.25	**$1.75

Boring Machine Helper (outside)
Cleaning and Handling of Panel Forms
Concrete Screeding for Rough Strike-Off
Concrete, Water Curing
Certified Confined Space Laborer
Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of

lumber
Fiberoptic Installation, Blowing, Splicing, Testing and related work
Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
Flagman
Gas, Oil and/or Water Pipeline Laborer
Laborer, Asphalt-Rubber Material Loader
Laborer, General or Construction
Laborer, General Cleanup
Laborer, Landscaping
Laborer, Jetting
Laborer, Temporary Water and Air Lines
Metal Locker Installation and related work
Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching;
Post Hole Digger (manual)
Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
Rigging and Signaling
Scaler
Slip Form Raisers
Tarman and Mortar Man
Tool Crib or Tool House Laborer
Traffic Control by any method (including assisting in the moving and installation of construction signs, barriers barricade, delineators, cones, etc.)
Water Well Drill Helper
Window Cleaner
Wire Mesh Pulling - All Concrete Pouring Operations

Classifications	**07/01/12**	**07/01/13**	**07/01/14**
GROUP II	$28.64	**$1.25	**$1.75

Asphalt Shoveler
Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
Cesspool Digger and Installer
Chucktender
Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
Concrete Curer - Impervious Membrane and Form Oiler
Cutting Torch Operator (Demolition)
Fine Grader, Highways and Street Paving, Airport

Runways, and similar type heavy construction
Gas, Oil and/or Water Pipeline Wrapper
Pot Tender and Form Man
Guinea Chaser
Headerboard Man - Asphalt
Installation of all Asphalt Overlay Fabric and
Materials used for Reinforcing Asphalt
Laborer, Packing Rod Steel and Pans
Membrane Vapor Barrier Installer
Power Broom Sweepers (small)
Riprap, Stonepaver, placing stone or wet sacked
concrete
Roto Scraper and Tiller
Sandblaster (Pot Tender)
Septic Tank Digger and Installer (leadman)
Tank Scaler and Cleaner
Tree Climber, Faller, Chain Saw Operator,
Pittsburgh Chipper and similar type Brush Shredders
Underground Laborers, including Caisson Bellower

Classifications	**07/01/12**	**07/01/13**	**07/01/14**
GROUP III	$29.19	**$1.25	**$1.75

Asphalt, Installation of all fabrics
Buggymobile Man
Compactor (all types including Tamper, Barko, Wacker)
Concrete Cutting Torch
Concrete Pile Cutter
Driller, Jackhammer, 2-1/2 feet drill steel or longer
Dri Pak-it Machine
Fence Erector
Gas, Oil and/or Water Pipeline Wrapper - 6" Pipe
and over by any method, inside and out
High Scaler (including drilling of same)
Hydro Seeder and Similar Type
Impact Wrench, Multi-Plate
Kettlemen, Potmen and Men applying asphalt,
lay-kold, creosote, lime caustic and similar type
materials ("applying" means applying, dipping,
brushing or handling of such materials for pipe
wrapping and waterproofing)
Material Hoseman (Walls, Slabs, Floors and-Decks)
Operators of Pneumatic, Gas, Electric Tools,
Vibrating Machines, Pavement Breakers, Air
Blasting, Come-Alongs, and similar mechanical
tools not separately classified herein; operation of
remote controlled robotic tools in connection with
Laborers' work
Pipelayer's Backup Man, coating, grouting, making of

joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
Power Post Hole Digger
Rock Slinger
Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
Steel Headerboard Man and Guideline Setter
Trenching Machine, Hand Propelled

Classifications	07/01/12	07/01/13	07/01/14
GROUP IV	$30.74	**$1.25	**$1.75

Any Worker Exposed to Raw Sewage
Asphalt Raker, Luteman, Iroher, Asphalt Dumpman and Asphalt Spreader Boxes (all types)
Concrete Core Cutter (walls, floors or ceilings) Grinder or Sander
Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
Head Rock Slinger
Laborer, Asphalt-Rubber Distributor Bootman
Laser Beam in connection with Laborer's work
Oversize Concrete Vibrator Operator, 70 pounds over
Pipelayer performing all services in the laying, installation and all forms of connection of pipe from the point of receiving pipe until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit, and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid, gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same
Prefabricated Manhole Installer
Sandblaster (Nozzleman), Porta Shot - Blast, Water Blasting
Traffic Lane Closure, Certified

Classifications	07/01/12	07/01/13	07/01/14
GROUP V	$31.09	**$1.25	**$1.75

Blasters Powderman - All work of loading holes,

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

Driller: All power drills, excluding Jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power

Toxic Waste Removal

Welding, certified or otherwise, in connection with Laborers' Work

Classifications	07/01/12	07/01/13	07/01/14
Watchman	$26.10	**$1.25	***$1.75

** To be allocated by the Union

*** To be allocated by the Union ($0.25 to be allocated to Pension)

Residential Work (See Appendix A for definition)

Residential Wage Rates	07/01/12
Cleanup, Landscaping, Fencing (Chain Link and Wood)	$26.56
All other work on residential projects as described in MLA	$27.56

Residential Fringe Benefit Contribution Rates	07/01/12
Health & Welfare	$6.81
Vacation*	$3.00
Pension	$3.44
Training & Retraining	$0.64

* Includes Supplemental Dues Contribution

FUTURE INCREASES**:

07/01/13: $1.25 to be allocated by the Union

07/01/14: $1.75 ($0.25 to Pension; $1.50 to be allocated by the Union)

** Upon written notice to the Associations at least sixty (60) days prior to July 1 of any year, the Union may allocate all or a portion of the future increases 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.

ARTICLE XX

Fund for Construction Industry Advancement

A. The Parties to this Agreement recognize that to protect and expand the interests of the Construction Industry, to be aware of modes and methods of improving the efficiency of the industry and to protect the industry from harmful legislation whose impact is detrimental to both the employees and the Contractors and without regard to whether such employees are employed by members of Contractors the individual employer will contribute the sum of eight cents ($0.08) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT, an employer established and administered Trust formed and created for this purpose and the individual employer hereby adopts and agrees to be bound by the terms of that certain Trust Agreement establishing the FUND FOR CONSTRUCTION INDUSTRY ADVANCEMENT, and further agrees to observe and be bound by the actions and determinations of the Board of Trustees of said Trust.

B. It is understood that independent of any other provisions, contained in this Agreement which provide for its termination, ASSOCIATIONS shall have the right and power to cancel unilaterally the provisions, solely of this Article at any time by delivering notice to the Union in writing to that effect.

C. The Fund for Construction Industry Advancement shall be used only for the purpose set forth in paragraph A and shall not be used for anti-labor or anti-employee purposes.

ARTICLE XXI

Contract Administration Fund

A. A trust fund entitled "The Contract Administration Trust Fund for Southern California" shall be used only to provide compensation to the Contractors for negotiations and administration of the provisions of this Agreement, including Article VI, for the Industry. Individual Employers shall contribute into the Contract Administration Trust Fund seven cents ($0.07) per hour for each hour paid for or worked and an additional two cents ($0.02) per hour may be allocated by the Trustees during the life of this Agreement. The trust fund shall be administered solely by Trustees selected by the Contractors in accordance with a trust agreement to be executed by the contractors. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

B. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated pursuant to the Declaration of Trust establishing the Contract Administration Trust Fund for Southern California and further ratify, confirm, and consent to all acts heretofore taken in the creation and administration of said Trust by its 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 XXII

Center For Contract Compliance Trust Fund

1. Contractors covered by the terms of this Agreement agree to pay to the Center for Contract Compliance Trust Fund effective July 1, 2012, the sum of twenty five cents ($0.25) per hour for each hour worked or paid for on all classifications contained in this Agreement.

2. Contractors covered by the terms of this Agreement agree to be bound by all the terms and conditions of the Agreement and Declaration of Trust as they may be constituted in its original form and insofar as it may be amended.

3. The parties agree that a review of the Center for Contract Compliance may be performed annually.

4. This Article shall be subject to the Agreement of the parties on the language for the Agreement and Declaration of Trust.

ARTICLE XXIII

Delinquency and Collection Procedure

A. The Contractor shall pay its monthly contributions to the Trust Funds accompanied by a fully completed and executed report form furnished by the Trust Funds. The Contractor shall include with the monthly report form in a format acceptable to the Trust Funds:

(a) The identification of each job worked on by the Contractor during the month, including the job location, the owner of the job location property, and the name and address of the entity for whom the Contractor is working.

(b) The name and social security number of each employee who performed covered work, indicating the number of hours each employee worked on each jobsite.

The provisions of subsections a. and b. above shall be implemented by the Trust Fund Administrator, in consultation with the Associations and Union, in a way that minimizes any inconvenience to the Contractor. The information provided by the reports required by subsections a. and b. shall be maintained in a confidential, restricted access manner by the Trust Funds for collection and fringe benefit eligibility purposes.

B. The Trustees of the Trust Fund shall furnish the Contractor Associations 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. 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.

C. 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.

D. 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 ten (10%) percent ownership in the new entity.

E. 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 the 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. A courtesy copy of the notice shall be sent to the Association that represents the contractor; provided, however, that the Trust Office's failure to send such notice to the Association shall not affect the Trust's rights against the contractor.

F. 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.

G. 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 withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the Trustees for payment.

H. 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.

I. The Trust Office shall issue delinquency notices and clearances to Contractors confirmed in writing.

J. 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, electronic payroll records, and all records reflecting payments to trust funds other than the Laborer Trust Funds of Southern California Federal W-2 Forms, Forms 1099 and 1096, Quarterly State Tax returns, and time cards), all cash disbursement ledgers, all canceled checks, check registers, 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.

K. The Contractor has a duty to report to the Trust Funds as required by the Agreement. The Contractor shall maintain for a period not less than four (4) years all payroll and related records showing all payments to persons or firms for work of the nature covered by this Agreement, including the records described in section J, above. The Contractor shall make available such records for audit by the Trust Funds representative upon written request. The Contractor and the Union agree that such audits are expensive and time consuming for the Trust Funds and the Contractor, but the Trust Funds otherwise have no way of knowing the full extent of the Contractor's obligations, since the records showing the related employment are in the possession and control of the Contractor. In order to minimize the need for a frequency of such audits, the Contractor agrees that the Trustees and the Union place trust and confidence in the Contractor to report and pay contributions properly.

L. 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 $25or 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.

M. 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.

N. 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.

O. 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 Fund 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.

ARTICLE XXIV

Public Works Project Davis-Bacon Act and Related Statutes

In the event an individual Employer bids a public job or project being awarded by a federal, state, county, city or public entity which is to be performed at a predetermined and/or prevailing wage rate established by the Secretary of the U.S. Department of Labor (pursuant to Public Law 74-403 as amended by Public Law 88-349 whose regulations are contained in 29 CFR Parts 1, 3, 5 and 7, and which determinations are published in The Federal Register), or by the Director of the California Division of Industrial Relations, or a County, City or other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen (15%) percent on residential or housing work or by no more than ten (10%) percent on any other type of work, than the Master Labor Agreement hourly wage rate (excluding fringe benefits) the published hourly wage rate, including vacation contributions, at the time of bid shall apply to the job or project for the duration of the job or project but in no event to exceed an eighteen (18) month period.

In the event the job or project extends beyond eighteen (18) months, the wage rates, including vacation contributions, shall be increased thereafter to maintain the appropriate fifteen (15%) or ten (10%) percent differential under the then current Master Labor Agreement.

Should the predetermined wage rate and the Master Labor Agreement rate be the same, it is agreed that rate shall be in effect for an eighteen (18) month period. On work that extends beyond eighteen (18) months, then the current Master Labor Agreement rate shall apply.

If any public agency publishes prevailing wage and fringe benefit rates for Laborers

classifications for a specific job or project which are less than the rates set-forth in the Master Labor Agreement, and there are non-signatory prime bidders on the plan holders list, or if there is no bid list published, then the individual Employer may bid said project in accordance with the wage rates, fringe benefit rates and other applicable provisions of the Prevailing Wage Determination incorporated in the bid specifications.

ARTICLE XXV

Laborer Joint Apprenticeship Committee

A. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in conformity with California Labor Code Section 1777.5 governing employment of apprentices upon public work. 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.

B. A qualified employer shall employ one (1) apprentice for the first five (5) Journeymen (although the apprentice may be the second Laborer on the job), and one (1) apprentice thereafter for each five (5) additional Journeymen on the job. Notwithstanding the above stated mandatory ratio, a qualified employer may employ one (1) apprentice for the first four (4) Journeymen, (although the apprentice may be the second laborer on the job) and one (1) apprentices thereafter for each four (4) Journeymen on the job. No apprentice may work without a Journeymen Laborer on the job.

C. The Contractor will make an effort to keep Apprentices reasonably employed regardless of period status or advancement to a higher period of pay.

D. The Local Union, through the Joint Apprenticeship Committee, shall dispatch Apprentices to the Contractors.

E. 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.

F. The parties have agreed to a Memorandum of Understanding regarding Apprenticeship ratios.

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:

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

*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*:

Health & Welfare (70%)	$4.77
Pension (20%)	$1.20
Vacation/Supp. Dues. (70%)	$2.73
Training and Retraining (100%)	$0.64
C.C.C. (100%)	$0.25
Industry Fund (100%)	$0.08

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

ARTICLE XXVI

Drug and Alcohol Abuse Prevention Programs

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.

The parties have agreed to a Memorandum of Understanding on Drug Screening.

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 the Agreement.

Associated General Contractors of California, Inc.

By: Thomas Holsman

7/19/2012

Date

Southern California District Council of Laborers

By: Mike Quevedo, Jr.

7-18-12

Date

Building Industry Association of Southern California, Inc.

By: Pamela Ackrich

7/18/12

Date

Southern California District Council of Laborers

By: Manuel Monsibais

7-18-2012

Date

Southern California Contractors Association

By: Mike Roddy

7-18-12

Date

Southern California District Council of Laborers

By: Armando Esparza

7-18-2012

Date

Engineering Contractors Association

By: Wes May

7-18-12

Date

Appendix A

Residential Work

The provisions of the Master Labor Agreement apply except as modified by this Appendix A.

A. Definition:

1. Residential work is defined as all Laborers' work on wood or metal frame construction of single family residences, apartments and condominiums. This residential work shall not include projects that exceed three stories over a garage level; any utility work, such as telephone, gas, water, sewer, and other utilities; or any work outside property lines, including curbs, gutters, and sidewalks.

2. This residential work shall include all rough grading work at the job site behind the existing public right-of-way, at the time of commencement of said work. It shall not include any fine grading work, utility work, or paving work in the future street and public right-of-way.

B. Application: The Contractor may pay to its employees the rate for residential work, but only on residential work. Any work that is not residential work or is excluded from residential work as defined in paragraph A, shall be paid at the construction rate.

C. Enforcement: For purposes of this Appendix A and not withstanding any other steps in the grievance procedure of this Agreement a claimed violation of this Article shall be handled in the following manner:

1. Within twenty-four (24) hours of a request by the Union to the Contractor and to the Associations, a representative of the Union and a representative of the Associations shall meet on the job and review with the Contractor the work in question or the contractor's bid, or both, to determine whether the Contractor has bid the job or a portion of the job, or has permitted any work to be performed on the job under residential rates where the work in question was not residential. If the Contractor refuses to participate or to furnish its bid, it shall be presumed that a deliberate, major violation of this article occurred.

2. If the Union and Association representatives find a violation of this Article, or less than construction rates were paid at a time when the Contractor did not have an Agreement with the Union to pay less than construction rates, the representatives shall issue a written award in the following language:

"(Name of Contractor) is hereby found to be performing non-residential work, for which the Contractor has paid or proposes to pay residential rates. The remedy for this violation is an injunction against further work on the job known as (describe job) except at the construction overtime rate (as liquidated damages). This injunction shall be enforceable by

a court injunction, and the plaintiff shall be entitled to its attorneys' fees and cost."

The Union and the Association representatives shall thereafter examine the Contractor's books and records and make an award of damages, with the overtime portion of the award being paid to the Union as its damages.

3. If the Union and Association representatives find, or if it is found by any other arbitrator that the payment of less than construction rates by the Contractor for other than residential work was not inadvertent and minor, the Contractor shall lose the benefit of the residential rate of this Agreement for one year from the finding of a violation. The burden of showing that the violation was inadvertent and minor is on the Contractor. If there is a finding of a second violation, the Contractor shall lose the benefit of the residential rate for the remainder of the Agreement.

4. If the Union and Association representatives cannot agree, the dispute shall proceed through the normal grievance procedure of this Agreement or the Short Form Agreement (whichever is applicable to the Contractor), and the award shall be as set forth in paragraph 2.

D. If the Union finds that the enforcement of this clause is not succeeding, the Union may reopen the Agreement for the purpose of amending this paragraph, and if no agreement is reached within 15 days on more stringent enforcement, the dispute shall be submitted to arbitration for the sole purpose of adopting language that is more stringent and easier to enforce.

E. Transfer Provisions: The Contractor recognizes the desirability of employing workmen from the area in which the work is located and the Union recognizes that in the employ of the Contractor are Laborers who are necessary to the efficient continuity of the Contractor's operations. Therefore, the Contractor may transfer up to four (4) Laborers and one (1) foreman from area to area. After the transfer of no more than four (4) Laborers and one (1) foreman, the Contractor must hire the next two (2) Laborers from the Local Union hiring hall in the geographical area in which the work is performed. Thereafter the Contractor may transfer one (1) additional Laborer for each Laborer hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Employer shall keep this 50-50 ratio intact (one (1) local person and one (1) person 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. The Contractor must properly clear all employees, including foreman and Key employees, with a dispatch slip from the Local Union having geographical jurisdiction over the project prior to those employees beginning work. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional Laborers, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. The above additional transfers shall only be made by mutual consent.

ATTACHMENT #1

CONTRIBUTIONS PAYABLE TO TRUST FUNDS

EFFECTIVE	07/01/12	07/01/13**	07/01/14**
Laborers' Health and Welfare Fund for Southern California	$6.81		
Construction Laborers' Pension Fund for Southern California	$6.00		
Construction Laborers' Vacation Fund for Southern California	$3.90*		
Laborers' Training and Retraining Fund for Southern California	$0.64		
Fund for Construction Industry Advancement	$0.08		
Center for Contract Compliance Trust Fund	$0.25		
Contract Administration Fund	$0.07		

* Includes Supplemental Dues contribution

FUTURE INCREASES **

07/01/13: $1.25 to be allocated by the Union

07/01/14: $1.75 ($0.25 to Pension; $1.50 to be allocated by the Union)

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