

Laborers Railroad Track Agreement

SOUTHERN CALIFORNIA RAILROAD TRACK AGREEMENT

between

The Southern California District Council of Laborers, on behalf of itself and its affiliated Local Unions;

AND

_____ (Employer)

ARTICLE I Recognition and Union Security

Section 1.1. Recognition – The Employer recognizes the Southern California District Council of Laborers (Laborers) (the Union) as the sole and exclusive collective bargaining representative for all workers performing work for the Employer falling within the jurisdiction of the Union on all current and future projects for the full term of this Agreement.

Section 1.2. The Employer acknowledges that it has received written statements from a majority of the employees, in which the employees designate the Union as their sole and exclusive collective bargaining representative, and the Employer acknowledges this showing as sufficient evidence of majority status and recognizes the Union as the exclusive bargaining representative.

Section 1.3. Union Security – All employees covered by this agreement employed at the site of the construction, alteration, painting or repair of a building, structure or other work shall be required as a condition of employment to become members of, and to maintain membership in the Laborers within eight (8) days following the beginning of their employment or the effective date of this clause, whichever is later. All other employees shall become and remain members of the Union on the 30th day of their employment or the effective date of this clause, whichever is later. This clause shall be enforceable to the extent permitted by law.

Section 1.4. Transfers – Employees who are employed in excess of 30 calendar days shall transfer their membership, or shall take other appropriate steps to ensure that supplemental dues are paid to the local union in showe area the work is performed.

Section 1.5. Supplemental Dues and LiUNA PAC – The provision of Article III.E of the Southern California Master Labor Agreement dealing with supplemental dues and contributions to the LiUNA PAC are incorporated herein by reference for all employees working under this Agreement.

Section 1.6. Applicability of this Agreement – To the extent there is any inconsistency between terms of this Agreement and terms of any other agreement to which reference is made, the terms of this Agreement shall prevail.

Section 1.7. One representative from the Union shall be designated and have the authority to handle all matters involving this Agreement within its trade and geographical jurisdiction.

ARTICLE II

Geographical Coverage

This Agreement applies only to the 12 Southern Counties of the State of California. If a project started under this Agreement encompasses work in another area, this Agreement will apply only to the Southern California portion of that work.

ARTICLE III Work Jurisdiction

Section 3.1. Construction Work – Construction work includes:

- (a) All new construction for light rail, transit trackwork, and incidental structures which are owned or controlled by a public or private owner; and
- (b) All new construction of signal systems and signs for light rail, and transit systems which are owned or controlled by a public or private owner.

Section 3.2 Maintenance Work – Maintenance work includes, but is not limited to, the following:

- (a) All maintenance, operation, repair, replacement, relocation, welding, alignment, rehabilitation, salvage, demolition, take-up work, and establishment of main lines, branch lines, sidings, industrial tracks, service lines, railroad bridges, or railroad yards, which are owned or controlled by a public or private owner.
- (b) All maintenance, operation, repair, replacement, welding alignment, rehabilitation, salvage, demolition, take-up work, and establishment of, etc.. to new or existing railroad track, crane rail track, track components, crossings, or rail and track facilities, etc.
- (c) The establishment of, excavation of, repair to, grading of, adjustment to, or replacement of, etc., railroad grades or track beds.
- (d) All brush cutting, spraying, mowing, drainage, clean up, patrolling, inspection, and all other general caretaking work.
- (e) Repair, replacement, restoration (including painting) or establishment of all components, including structural (steel or concrete) members, et., of a new or existing railway bridge.
- (f) Repair, replacement, restoration or establishment of signaly systems, communication lines, traction power systems, and signs.
- (g) Repair, replacement, restorartion or establishment, etc., of fences, cattle guards, snow sheds, shelters, motor car set-offs, railroad yards and other facilities located on railroad, public or private properties and rights of way of same.
- (h) All incidental work connected with any item in Section 3.2.
- (i) All emergency work, including, but not limited to damage resulting from derailments, storms, wahsouts, etc., including all clean up and repair in connection with such emergency work.

Section 3.3. Grading and excavation includes all grading excavation involving up to 25,000

cubic yards of material, in which case the grading and excavation portion, in its entirety, shall be covered by this Agreement.

Section 3.4. Take-up work – When track is located on railroad property, transit property, abandoned mine property or railroad or transit right-of-way, and such track is abandoned, then the removal of such track may be done under the “take-up” rates contained in Section 4.5. Any disagreement between the Union and the Employer over take-up work shall be adjusted in accordance with Article XIV.

ARTICLE IV
Wage, Rates, Fringe Benefits and Subcontracting

Section 4.1. Prevailing wage and construction work – For construction work mentioned in Section 3.1 of this Agreement, other than work bid and performed directly for a private owner, and for work performed under state or federal prevailing wage certification, the rates and provisions dealing with wages, fringe benefits, collection of fringe benefits, parking, supplemental dues, and subcontracting of the respective Master Labor Agreements for construction work (MLA) or Project Agreements for the Union applicable in the geographical area in which the work is located shall apply, and those provisions are incorporated here by this reference. (A separate MLA applies to San Diego County, from that which applies to the other 11 counties of Southern California.)

Section 4.2. Maintenance Work

(a) For maintenance work mentioned in Section 3.2 of this Agreement, other than prevailing wage work, the provisions of the MLA including all references made concerning the Declaration of all Trusts establishing all respective Trust Fund Agreements and Project Agreements for the Union applicable in the geographical area which the work is located shall apply, except for the provisions and rates dealing with wages, fringe benefits, and supplemental dues.

(b) The wage, and fringe benefit rates for maintenance work (other than prevailing wage work) shall be as follows, effective December 1, 2012:

i. Classifications, wages and fringe benefits:
Railroad Trackwork Laborer

Wages	\$ 17.41
H&W	3.70
Pension *	2.49
Vacation/Sup Dues	<u>.30</u>
Total	\$ <u>23.90</u>

*Contribution shall be to the Construction Laborers Pension Trust of Southern California; the benefit level shall be as determined by the Trustees.

RR Trackwork Laborer Trainee (First year of employment)	
Wages	\$ 12.00
Health & Welfare	\$ 2.20
Pension	\$.37
Vacation/Sup Dues	\$ <u>.25</u>
Total	\$ 14.82

After no more than 1 Year of employment, employee shall be classified as a RR Trackwork Laborer. The Employer may upgrade the employee prior to this time. A RR Trackwork Laborer may not be reduced to a Trainee.

Ratio of RR Trackwork Laborer Trainees to RR Trackwork Laborers shall be no more than one to three: one Trainee to three Laborers; however, there may be one Trainee as soon as there is one Laborer; the second Trainee may be added as soon as there are six Laborers. By written mutual consent, this ratio may be modified for specific projects.

For "Take up work", the Employer may use a 1 to 1 ratio of Trainees to RR Trackwork Laborers.

No current Employee shall have their wages reduced by the establishment of these rates.

ii. Increases**	July 1, 2013	July 1, 2014
RR Trackwork Laborer	\$ 1.00	\$ 1.00

**Union may allocate to wages or fringe benefits

(c) During the term of this agreement increases necessary to maintain the current level of Health and Welfare benefits will be contributed by the Employer after thirty-day notice is given by the Health and Welfare Trust Fund for the Classification of RR Trackwork Laborer.

(d) The District Council shall allocate and upon at least sixty (60) days written notice to the Employer may elect at its option to reallocate from the total monetary package the amount to be paid as wages, contributed to fringe benefit trust funds, and paid as supplemental dues; except that, no reallocation shall be made of pension contribution so as to affect or trigger Employer's withdrawal liability under applicable law.

Section 4.3. Section 4.2 shall also be applicable to construction work bid and performed directly for a private owner.

Section 4.4. Grading and excavation work – For grading and excavation work mentioned in Section 3.3. of this Agreement, all of the provisions of the respective MLA and Project Agreements for the Union applicable in the geographical area in which the work is located shall apply, and those agreements are incorporated herein by this reference.

Section 4.5. Take-up Work

(a) For take-up work mentioned in Section 3.4 of this Agreement, other than prevailing wage work the provisions of the MLA and Project Agreements for the Union applicable in the geographical area in which the work is located shall apply, and those provisions are incorporated herein by reference, except for the provisions and rates dealing with wages, fringe benefits, and supplemental dues.

(b) The wage and fringe benefit rates for take-up work mentioned in Section 3.4 of this Agreement, other than prevailing wage work, shall be 80% of the wage rates, and 100% of the fringe benefit rates, contained in Section 4.2(b).

Section 4.6. The Employer shall not subcontract any construction work except to a subcontractor that is signatory to a Laborers' Railroad Track Agreement or the Laborers' Master Labor Agreement. In no event shall the Employer subcontract any maintenance or take-up work except to a subcontractor that pays not less than the total of all the monetary provisions of this Agreement.

ARTICLE V

Job Notification and Pre-Job Conferences

Section 5.1. Prior to the commencement of work, except in the case of emergency work of not more than five days duration or jobs bid at a cost of less than \$1,000,000.00, the Employer shall notify the representatives of the Union in the geographical area in which the work is to be performed, of jobs obtained, describing the location, size and extent of work to be done and the proposed starting date.

Section 5.2. The Employer and the representative of the Union shall hold a Pre-Job conference prior to the commencement of work so that the start and continuation of work may progress without interruption, and so that the Union and the Employer can attempt to resolve any anticipated problems before they arise. At the Pre-Job Conference, the Employer and the Union shall attempt to agree on such matters as the length of the work week, the starting and quitting time and location of employees, the number of persons to be employed, the applicable wage rates and payday in accordance with this Agreement and any other matters not including any interpretation of the clauses of this Agreement, it being agreed that any interpretation of this Agreement should be made between the negotiating parties so that proper application may be made on the jobs.

ARTICLE VI

Stewards and Business Representatives

Section 6.1. Stewards – The representatives of the Union may select a member of the Union who is on the job, who shall be recognized as Job Steward, and shall so notify the Employer in writing. The Steward shall perform his duties the same as any other worker and shall not be discharged for Union activities. The Steward shall be allowed a reasonable amount of time during working hours to perform the work of the Union, but shall not abuse this privilege. A Steward may not be discharged without 48 hours previous notice to the Union; provided, however, that the Steward may be suspended for up to 48 hours in the case of alcohol or substance abuse or fighting with supervision. The Stewards shall be retained on the job so long as there is work being performed in a classification which the Steward is qualified to perform.

Section 6.2. Business representatives – The business representatives of the Union shall have access to any job at anytime thw work is in progress, but shall not stop the Employer’s work for any reason. This shall not be deemed to preclude the occasional checking of Union membership cards.

ARTICLE VII Working rules and Safety

Section 7.1. The starting and quitting time and location for reproting of employees shall be designated by the Employer. There shall be no loss of time to employees for traveling from one point of work to another on the project during working hours.

Section 7.2. The payday shall be once each week. Employees are to be paid at the end of their regular shift. When employees are laid off or discharged, they shall be paid wages due them at the time of the layoff or discharge.

Section 7.3. The Employer shall comply with the safety codes applicable to the industry and the related state and federal acts.

Section 7.4. Each employees shall comply with all working rules and safety directives issued by the Employer and shall properly utilize all safety equipment provided by the Employer when so directed. Failure to comply with these provisions shall be deemed sufficient cause for disciplinary action up to and including discharge, subject to the grievance procedure of this Agreement.

Section 7.5. The Employer shall have the right to make and revise from time-to-time, safety and working rules which are not covered by this Agreement or existing laws after notification to the Union. The Union agrees to cooperate in the enforcement of safety and working rules.

ARTICLE VIII Hiring Procedure

Section 8.1. Because of the specialized nature of railroad trackwork covered by this Agreement, it is necessary that the Employer have experienced and qualified employees.

Section 8.2. The Employer shall secure additional employees through the Union’s dispatch facilities in accordance with the dispatch rules of the MLA or Project Agreements.

Section 8.3. The Union shall refer only employees who represent to the Union that they are qualified to perform the work of the Employer, but the Union has no responsibility to these employees or the Employer to verify the accuracy of the representation. If the Union is unable to furnish employees who represent they are qualified within 48 hours from a request for employees, the Employer may obtain the employees requested from any source available.

Section 8.4. The Employer shall furnish the Union a list of all present employees working under this Agreement as of the date of the signing of this Agreement and a list by classification of such employees hired each month.

Section 8.5. The selection of applicants for referral 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 policy or requirement.

Section 8.6. There shall be no discrimination against any employee or applicant by reason of race, religion, age, color, sex or national origin.

Section 8.7. Foreman – The need for, determination and designation of a foreman is the responsibility of the Employer. The foreman shall receive \$1.00 per hour above the rate of the employees over whom the person is foreman.

Section 8.8. The Employer shall be the sole judge as to the competency, qualifications, or safe practices of any applicant or-employee, and shall have the right to discharge for just cause.

Section 8.9. The number of employees is at the discretion of the Employer, and the fact that certain classifications and rates are established does not mean that the Employer must employ workers for any such classifications or to operate any particular piece of equipment on the job unless the Employer has need for such equipment.

Section 8.10. The Employer shall be the judge of the number of pieces of equipment tha an employee may operate in any one day or shift.

Section 8.11. The Employer shall not be hindered or prevented in using any type or quantity of machinery, tools or equipment.

Section 8.12. There shall be no limit on production of employees or restriction on full use of proper tools or equipment and there shall not be any task or piecework.

Section 8.13. All employees working on "Maintenance" or "Take-Up" work as described in Section 3.2 and Section 3.4, respectively, of this Agreement, shall enjoy freedom of mobility and freedom of transfer, provided that (1) the Employer has abided by ARTICLE V, Job Notification and Pre-Job Conference, of this Agreement and (2) in accordance with Section 1.4 of this Agreement, employees who are to be employed in excess of 30 calendar days shall take the appropriate steps to insure that supplemental dues are paid to the Local Union in whose area the work is performed.

ARTICLE IX

Hours of Work, Overtime and Holiday Pay

Section 9.1. A work week shall consist of 40 hours. There shall be one-half ($\frac{1}{2}$) hour unpaid lunch period at the mid-point of the shift; each day. The lunch periods may be changed by agreement at the Pre-Job Conference.

Section 9.2. The work week shall begin on Monday and end on Friday. One and one-half ($1\frac{1}{2}$) times the regular rate shall be paid for all hours worked in excess of eight hours per day and in excess of 40 straight-time hours in any one week. Double the applicable straight-time rate shall be paid for all hours worked over 12 hours in a single workday, and for all work performed on Sundays or Holiday.

Section 9.3. Work performed on New Year's Day, Presidents' Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day-after-Thanksgiving, and Christmas Day, or a day observed as such shall be paid for at double the straight-time rate.

Section 9.4. If one of the holidays named in Section 10.3 above falls on Sunday, It shall be observed the same day as the Federal holiday observance. Accordingly, if such an event occurs, work performed on Sunday shall be paid for at double the straight-time rate for that day: work

performed on Monday shall be paid for at double the straight-time rate.

Section 9.5. In no case shall the overtime rate exceed double the straight-time hourly rate of Pay.

Section 9.6.

(a) Four-day work week -- To the extent permitted by law, the Employer may establish a four-day work week of 10 hours per day, Monday through Friday, provided all other crafts employed by the Employer on the job are performing work on the same basis. This subsection shall apply to Section 3.2 of this Agreement only.

(b) The normal work week under Section 9.6(a) shall be Monday through Thursday, unless bid specifications require otherwise and any modification of the normal work week is established prior to starting the job or project. If work cannot be performed Monday through Thursday because of inclement weather shut down, a holiday, major mechanical breakdown, or shortage of materials beyond the control of the Employer, Friday may be scheduled as a workday and Employees paid at the applicable straight-time rate. Overtime shall be paid as provided in this Agreement, except that overtime shall be paid for all work performed over 10 hours or before a shift begins. The overtime provisions of this Agreement applicable to Saturdays, Sundays and holidays shall apply to this section. On two-shift work operations, the provisions of this Agreement applicable to shift work shall apply consistent with the 10 hour- day.

(c) Section 9.6 applies to maintenance work only.

ARTICLE X Reporting Time Pay

Section 10.1. Employees, who have been hired and ordered to report to work at the regular starting time and for whom no work is provided, shall receive pay equivalent to two hours at the rate applicable for that day. Employees who have been working regularly and to whom the Employer has not given notice to not to report for work before the employee leaves home, shall be entitled to two hours reporting time at the applicable rate for that day and must remain on the job unless released by the Employer.

Section 10.2. Employees shall furnish the Employer with current telephone or other contact at the start of each job, and advise the Employer of any subsequent change or changes in such contact during the course of the job.

Section 10.3. Employees who report to work and for whom any work is provided and who actually commence work regardless of the time worked, shall receive the equivalent of not less than four hours pay for the day and must remain on the job unless released by the Employer.

Section 10.4. Employees who report to work and who work more than four hours in one day shall be paid for the actual time worked but innot less than increments of 15 minutes.

Section 10.5. If the employee leaves the jobsite without permission of the Employer or refuses to work, no pay for time not actually worked shall be required.

ARTICLE XI

Payment of Wages

Section 11.1. Irrespective of the terms of this Agreement, on any particular job in any area, no subsequent changes in usages in such area will become effective during the term of the Agreement unless required by this Agreement, the Prevailing Wage, or the MLA, which was applicable at the time the project or job was bid.

Section 11.2. Employees shall be notified of the wage rate to apply on a job prior to departure from the employee's home area. There shall be no reprisals against an employee for refusing to accept work out of the employee's home area.

ARTICLE XII Work Stoppages

Section 12.1. During the term of this Agreement, and as to any work covered hereby there shall be no slow down, stoppage of work, strike or lockout over the interpretation or application of this Agreement, it being the good faith intention of the parties that by execution of this Agreement, industrial harmony shall be brought about and maintained.

Section 12.2. The Union shall not be liable by reason of any unauthorized act by any employee of the Employer or the Union unless and until such unauthorized act is brought to the attention of the Union, and, after a reasonable opportunity for the Union to correct the act, is ratified or approved by The Union.

ARTICLE XIII Grievance Procedure

Section 13.1. Grievances – All grievances within the scope of this Agreement which may arise on any job covered by this Agreement, with the exception of payment of fringes, shall be handled in the following manner:

Step 1. The Employee having a grievance shall present it orally to the Steward and supervisor within 10 working days from the occurrence of the grievance. The employee shall have the right to have the Steward present.

Step 2. If the matter is not settled, the grievance shall be reduced to writing and signed by the employee. The Steward and supervisor shall present the written grievance to the Union and the Employer. The decision of the Employer or its representative shall be made in writing to the Union within five working days.

Step 3. If the grievance has not been settled, upon request of either party it shall be submitted to a grievance committee of the Union and the Employer for consideration and settlement.

Step 4. If a settlement is not reached by the grievance committee within 10 working days, either party shall have the right to request arbitration by sending a request for a list of seven arbitrators to the Federal Mediation and Conciliation Service.

Section 13.2. Arbitration – Upon receipt of the list of seven arbitrators, the parties shall strike names alternately until one remains. The remaining name shall be appointed the arbitrator. If one party refuses to strike names within 10 working days after being requested to do so in writing, the

other party may select the arbitrator, who may hear and decide the dispute ex parte if notice is given and a party does not appear.

Section 13.3. The sole function of the arbitrator shall be to interpret this Agreement and the arbitrator shall have no power to add to, subtract from, or to modify the terms of this Agreement. The arbitrator's decision shall be in writing and shall be final and binding on all parties.

Section 13.4. The expense of the arbitrator shall be shared equally by each party.

ARTICLE XIV
Saving Clause

Section 14.1. If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid by a court of competent jurisdiction, the provision or application shall be suspended, and the remainder of this Agreement shall continue in effect.

Section 14.2. The parties shall through negotiations attempt to replace an invalid provision with a lawful provision, and if they are unable to agree within 30 days, the invalid provision shall be submitted to an arbitrator selected in accordance with the provisions of Section 13.1, Step 4, and Section 13.2 of this Agreement, who shall decide upon a legal substitute provision which is most likely to carry out the parties' intentions.

ARTICLE XV
Duration of Agreement

Section 15.1. This Agreement shall remain in full force and effect from its execution date through June 30, 2015, (except that in the case of an Employer having a previous labor agreement with the Union, this Agreement shall be retroactive to the expiration of the previous agreement) and shall continue thereafter from year-to-year unless there has been given 60 days written notice by certified mail prior to June 30, 2015, or any subsequent anniversary, by either signatory party to the other signatory party, of the desire to open this Agreement for negotiations.

Section 15.2. This Agreement is deemed effective as of July 1, 2012 or the date of execution of this Agreement, whichever is later provided, however that, nothing in this Agreement shall apply to subcontracted work of the Employer if the subcontract was entered into prior to the execution date of this Agreement, except as to work which the Employer obtained by subcontract from a signatory general contractor, in which case this Agreement upon its execution shall then apply prospectively (but not retroactively) to said work.

Dated: _____

EMPLOYER

UNION

(Print Name of Company)

Southern California District Council of Laborers

By _____

_____ President

(Print Name of Person Signing)

_____ Bus. Mgr.

(Contractors License)

_____ Sec'y. Trea.

Local Union No. _____

By _____