

LANDSCAPE AGREEMENT
Between
THE SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
and its affiliated Local Unions
and
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION

THIS AGREEMENT entered into this 1st day of January 1, 2013, by and between the SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION (Association) on behalf of their eligible members and on behalf of eligible members who give written authorization to the Association during the term of this Agreement to be bound to this Agreement, hereinafter referred to as Contractor, and the SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS and its affiliated Local Unions in the twelve Southern California Counties, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION

The Contractor hereby recognizes the Union as the sole and exclusive collective bargaining representative of all employees of the Contractor, signatory hereto, who perform work covered by this Agreement. Upon being presented with signature cards showing that a majority of the Contractor's employees covered by this Agreement have designated the Union as their exclusive representative for purposes of collective bargaining, the Contractor shall furnish to the Union a letter granting to the Union such recognition. It is understood that the Union does not at this time, nor will it during the term of this Agreement, claim jurisdiction over the following classes of employees: executives, civil engineers and their helpers, superintendents, assistant superintendents, master mechanics, timekeepers, messengers, office workers, or any employees of the Contractor above the rank of foreman. Master mechanic is defined as any person performing mechanical work on a full-time basis such as maintaining and repairing tractors and motor vehicles and who performs no landscape work.

The Union hereby recognizes the Association as the sole and exclusive bargaining representative for the Contractors who have given written authorization by the Association to be bound to this Agreement and any other contractor who gives written authorization to the Association during the term of this Agreement to be bound to this Agreement.

This Agreement shall be binding upon each and every eligible member of the Association with the same force and effect as if this Agreement were entered into by each eligible member individually. All eligible members of the Association shall remain liable under the Agreement for the term of the Agreement irrespective of whether any eligible member shall resign or be suspended from of the Association prior to the expiration date of this Agreement and such liability shall survive the termination or suspension of membership and remain in force during the term of this Agreement. The termination provision contained in Article XIV of this Agreement shall apply to Contractors whose membership in the Association is terminated or suspended; provided however that such Contractors must provide their own written notice to terminate this Agreement effective July 31, 2015, and if not so provided within the time period set forth in Article XIV, such Contractors are automatically bound to any renewals, extensions or successor Agreements.

The Associations will advise the Union of any new or resigned or suspended members within thirty (30) after admission to membership or change in membership status.

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.

Each Contractor, whether corporate or other legal entity, or its successor, shall be liable under, subject to and bound by this Agreement. The Contractor shall advise any transferee, purchaser, or successor employer of the Contractor of the existence of this Agreement, and the successor shall continue to be bound by all the provisions of this Agreement for its term.

The Union agrees to give the Contractor immediate notice of any change in the geographic boundaries of any Local Union over that previously submitted to the Contractor. No violation of the hiring procedures or fabrication provisions will be found because of such change in geographical boundary until thirty (30) days after said notice is given.

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

ARTICLE II COVERAGE

A. **GEOGRAPHIC COVERAGE.** This Agreement shall apply to and cover all employees of the Contractor performing work covered by this Agreement in the twelve Southern California Counties, namely, Los Angeles, Inyo, Mono, Orange, San Diego, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, and Kern, and on the following offshore islands: Richardson Rock, Santa Cruz Island, Arch Rock, San Nicholas Island, Santa Catalina Island, San Clemente Island, San Miguel Island, Santa Rosa Island, Anacapa Island and Santa Barbara Island, and all offshore manmade islands and drilling platforms.

B. **PRESERVATION OF WORK.**

To protect and preserve work for the employees covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, if the Contractor performs onsite work of the type covered by this Agreement under a name of another, as a corporation, company, partnership, or other business entity including a joint venture, the terms and conditions of this Agreement shall be applicable to all such work.

C. **CONTRACTOR'S YARD.** 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.

D. 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 subcontracting obligations contained in Article IV of this Agreement. 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 set forth in this Agreement.

ARTICLE III WORK COVERED

A. Work covered by this Agreement includes all work in the landscape industry, is defined as follows: Decorative landscaping, such as decorative walls, pools, ponds, reflecting units, lighting displays low voltage, handgrade landscaped areas, tractor grade landscaped areas, finish rake landscape areas, spread top soil, build mounds, trench for irrigation manual or power, layout for irrigation, backfill trenches, asphalt, plant shrubs, trees (including removal, relocation and trimming of trees on construction projects), vines, set boulders, seed lawns, lay sod; hydro seed; use ground covers such as flatted plant materials, rock rip rap, colored rock, crushed rock, pea gravel, and any other landscapable ground covers; installation of header boards and cement 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, operation of any equipment, as directed by the Contractor, for the installation of landscaping and irrigation work.

In addition to the above paragraph, the work covered by this Agreement shall include but not be limited to:

1. All work involved in the distribution, laying, and installation of landscaping irrigation pipe, the installation of low voltage automatic irrigation and lawn sprinkler systems, including but not limited to, the installation of automatic controllers, valves, sensors, master control panels, display boards, junction boxes and conductors including all components thereof.
2. Installation of valve boxes, thrust blocks, both precast and poured in place, pipe hangers and supports incidental to the installation of the entire piping system.
3. Start-up testing, flushing, purging, water balancing, placing into operation all piping equipment, fixtures and appurtenances installed under this Agreement.
4. 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.
5. All piping for ornamental stream beds, waterways and swimming pools.
6. All temporary irrigation and lawn sprinkler systems.
7. The operation of all landscape/irrigation equipment and landscape/irrigation trucks, including the driving of vehicular equipment and the delivery and distribution of materials to and from

jobs and in and around all jobsites.

8. All plant establishment work performed under warranty; and if not under warranty, all plant establishment work performed during the period of time designated by the Director of Industrial Relations as subject to the payment of prevailing wage rates on public works projects. Plant establishment may be performed exclusively by Landscape/Irrigation Tenders without the supervision of a Journeyman.

9. Installation and cutting of pavers and paving stone.

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

11. Installation of recreational game equipment including swings, slides, climbing structures, basketball backstops, net posts and bars.

B. It is agreed that work covered by the following agreements, Laborers Master Labor Agreement, Plaster Tenders, Brick Tenders, Horizontal Directional Drilling, Utility, Tunnel, Guniting, Asbestos, and Parking and Highway Improvement, are a part of the work description covered by this Agreement and are a part of the bargaining unit work covered by this Agreement. 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 by reference. It is agreed that the foregoing work is unit work and as such the subcontracting provisions of Article IV shall be applicable to such work.

C. All work covered by this Agreement shall be performed, whether by employees of the Contractor or by a subcontractor, under the terms of this Agreement. The Contractor represents that it is not signatory to any other labor agreement that covers the work covered by this Agreement, and that the Contractor has no legal or contractual impediment to assigning all work covered by this Agreement to employees represented by the Union, and it shall so assign all covered work to the Union.

ARTICLE IV 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 workers covered by this Agreement, maintenance and protection of standards and benefits of employees and workers negotiated over many years, and preservation of the right of Union employees employed under this Agreement.

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 Contractor, or the subcontractor of a Contractor, any part or portion of the work covered by this Agreement.

C. All work subcontracted by the Contractor and its subcontractors to be done at the site of construction, alteration, painting or repair of a building, structure or other work, shall be subcontracted to a person, firm or corporation, party to a current appropriate labor agreement with the Union. All work covered by this Agreement shall be performed, whether by employees of the Contractor or by a subcontractor, under an appropriate current labor agreement of the 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 provisions:

"The subcontractor acknowledges that the Contractor has entered into the Master Landscape Agreement between the Southern California District Council of Laborers and the Southern California Contractors Association effective January 1, 2013 to July 31, 2015, covering work at the construction jobsite. The subcontractor agrees that a copy of the Master Landscape Agreement is available to subcontractor.

"Subcontractor shall be bound to and comply with all of the terms and conditions of the Master Landscape Agreement and covering the work involved, including wages, trust fund contributions, the grievance/arbitration procedures, and any other mechanism for the resolution of disputes contained in the Master Landscape Agreement, on all covered work performed in the geographic area of the Master Landscape Agreement. Subcontractor agrees that it shall be bound to the Master Landscape Agreement, commencing with the first hour of work performed by its employees on this project, and be bound to the Master Landscape Agreement for all construction work, whether or not the work is performed for the Contractor for the duration of the Master Landscape Agreement and, until timely terminated pursuant to the terms of the Master Landscape Agreement, for the duration of successor Master Landscape Agreements."

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

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

2. No later than thirty (30) calendar days after execution of a subcontract, as specified in subsection 1, above, with a subcontractor not previously signed to the Master Landscape 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 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.

D. Upon violation of Article IV, an arbitrator shall award to the Union as damages an amount

equal to the hours worked by employees of the Contractor or subcontractor who were not employed pursuant to an agreement with the Union, multiplied by the appropriate wage rate provided in this Agreement; and to the Laborers' Trust Funds as damages an amount equal to the same hours multiplied by the Laborers' Trust Funds' rates contained in this Agreement; and shall direct that the work be performed pursuant to the terms and conditions of the Agreement. Damages to the Trust Funds shall be paid to the Vacation Trust and shall not be for the benefit of any specific individual.

E. The Contractor and his subcontractors shall have freedom of choice in the purchase of material, supplies and equipment, except that every reasonable effort shall be made by the Contractor and his subcontractors to refrain from the use of materials, supplies and equipment, which use will tend to cause any discord or disturbance on the project.

F. All work performed by the Contractors or subcontractors and all services rendered for the Contractors or subcontractors, as defined in this Agreement, shall be rendered in accordance with each and all of the terms and provisions of the Agreement.

G. 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.

ARTICLE V REGISTRATION FOR WORK AND REFERRAL PROCEDURE

A. REFERRAL PROCEDURE. In the employment of workers for all work covered by this Agreement, the following provisions shall govern:

1. Each Local Union shall establish and maintain an employment facility at which it shall establish and maintain an open and nondiscriminatory employment list for the use of applicants for employment in the geographical area serviced by that employment facility.

2. Applicants shall be registered on the employment list in the order of time and date of registration.

3. Each applicant for employment shall be required to furnish such data, records, names of employers, length of employment or other information as may be considered necessary to the operation of 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 serving the geographic area in which the project is located on which employees are needed, and that employment facility shall immediately dispatch to the Contractor the number of qualified and competent applicants of the classifications needed and requested by the Contractor. The employment facility shall dispatch workers in accordance with the provisions of this Agreement.

5. It shall be the responsibility of the Contractor, when ordering workers, to give the employment facility all of the pertinent information regarding the prospective employment.

6. (a) The employment facility will furnish in accordance with the request of the Contractor each such qualified and competent applicant from among those registered on the 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 affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The order of preference in the dispatch of applicants 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 and in the area served by the employment facility within five (5) years before a request from the same Contractor or a joint venture of which one or more of the 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 in the Landscape Irrigation Laborer Wage Classification, any person registered on the out-of-work list out of order for any reason: provided however, that the person has worked at least three hundred (300) hours under this 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 the 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 jobsite contain more than fifty percent (50%) of persons requested under this section. Any Local Union, may, at its option, permit a percentage of individual requests greater than fifty percent (50%) on any jobsite.

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

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

Group E: The Contractors may hire Landscape/Irrigation Tenders from any source after calling the Union first. The Union shall have 24 hours to supply the Contractor's requirements. If the dispatcher knows that no men are available, he will immediately notify the Contractor who may then hire from any source. The Tenders hired from any sources will be required to join the Union after two weeks of employment in accordance with the Union's security clause.

(b) Expedited Dispatch Group: The Union recognizes the need of the Contractor to have the Union dispatch workers on an expedited basis to jobsites, and the Contractor recognizes the requirement for the Union to operate a fair hiring hall. Notwithstanding any other provision of this Article, if the Contractor contacts the Local Union after posted dispatch hours and requests a worker to be dispatched to a jobsite within twenty-four (24) hours of the Contractors' call to the Local Union (and the Contractor does not request the worker by name pursuant to Group A and B, above), the Local Union shall dispatch the person nearest to the top of the out-of-work list who is present at the Local Union hiring hall, and if no person is present, then the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union cannot contact a person by telephone after one 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 provisions of Article V, Section 6(a), Group B and Apprentices, below, the Contractor shall document the request in writing, dated, and signed by an appropriate management representative specifying whether the person is a rehire and names the job for which the referral is requested. This written documentation of the request may be submitted after the employee is dispatched.

(e) Apprentices: The Union, through its Joint Apprenticeship 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.

(f) Available for employment shall mean persons eligible for referral and present at the hiring hall or present at their resident telephone during the Local Union's posted dispatch hour, 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 a bona fide proof of such death.

(ii) Persons on jury duty, provided they provide bona fide proof they are serving on jury duty.

(iii) Persons temporarily serving in the U. S. Military Reserve, provide they produce bona fide proof of such Service.

(iv) Required attendance at the Workers' Compensation hearing or other administrative or court hearing, provided they produce a bona fide proof of their required attendance at such hearing.

(v) Any other reason stated in the Local Union's hiring hall rules.

(g) Persons shall be eliminated from the registration list for the following reasons:

(i) Dispatched to a job, except 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 the 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.

(h) There is hereby established a Joint Referral Committee consisting of three (3) representatives of the Association and three (3) representatives of the Union. The establishment of the Committee is for the purpose of interpreting and enforcing all the terms and provisions of this Article V.

Any person having any disagreement with and applicant's placement or dispatch under this Article V, 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 a 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 the arbitration shall be borne equally by the Contractor 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.

(i) 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.

(j) When ordering workers, the Contractor will give notice to the appropriate Local Union, or its Agents, not later than 2:30PM of the day prior (Monday through Friday), or in any event, not less than seventeen and one-half (17 1/2) 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 workers, the Contractor may procure workmen from any other source, or sources. If workers are so employed, the Contractor will immediately report to the Local Union having work and area jurisdiction, or its Agents, each such worker 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 referral privileges shall be suspended indefinitely (time period begins from date of first discharge). A termination "for cause" under this section is defined to include a termination for excessive absenteeism, excessive tardiness, lack of required skills (not applicable to apprentices), insubordination or theft.

(b) A termination shall not be considered as "for cause" for purpose of this provision if the person referred for employment has filed a grievance challenging the propriety of his or her termination, unless and until the grievance is resolved in a manner that affirms the termination for cause. For the purpose of this provision, a decision of the designated panel or an arbitrator shall be final and binding.

(c) The provisions in subsections (a) and (b) notwithstanding, a Review Committee, composed of three (3) members appointed by the Business Manager of the District Council may, upon written request of the applicant, vacate or reduce the period of suspension. A request under this provision shall stay the commencement of suspension from referral unless and until the Committee decides otherwise. The Committee's decision will be by majority vote and shall be based on all of the available evidence including, as appropriate, the circumstances of the termination, skills evaluations by third parties,

the availability and need for additional training, whether the applicant is an apprentice or journeyman member and such other factors as may be relevant. The Committee's decision shall rest in its sole and complete discretion.

(d) The decision of the Committee will affect only the issue of eligibility for future referrals, and will not affect the termination unless all parties expressly consent to have that issue considered by it.

(e) If dissatisfied with the decision by the Review Committee, the applicant may appeal the Committee's decision to an Independent Review Officer designated by and whose costs shall be paid by the International Union. The Independent Review Officer shall establish a procedure for expedited and prompt review of such appeals. Any appeal to the Independent Review Officer shall be filed by the applicant in writing within five (5) calendar days of time he/she has been notified of the Review Committee's decision and shall contain a brief statement of the issue(s). The decision of the Independent Review Officer shall be final and binding. A request for review under this provision does not affect the commencement or continuation of the suspension from referral unless and until the Independent Review Officer decides otherwise.

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. UNION MEMBERSHIP.

1. All workers or employees covered by this Agreement shall be, or become members of the Union in good standing on the eighth (8th) day after employment or on the eighth (8th) 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.

2. The Contractor shall discharge any employee pursuant to the foregoing paragraph 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 such 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.

D. SUPPLEMENTAL DUES.

1. Subject to the following conditions, the Contractor agrees that he shall, if he is furnished with his employee's written authorization to do so, deduct the sum certified by the Union as the amount owing for supplemental dues from the amounts required to be paid by the third paragraph of Attachment # 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 this employees covered by this Agreement to the Construction Laborers Vacation Trust for Southern California. All sums deducted by the Contractor 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 Contractor pursuant to 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 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 authorizations. All costs incidental to receipt, administration and remittance to the Union of the supplemental dues shall be bound solely and entirely by the Union. This provision shall not reduce the obligations of the Contractor to pay the full amount of the vacation contributions specified in this Agreement. All written authorizations referred to above shall be irrevocable for a period of one (1) year from date of 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, within fifteen (15) days following the first year or any year thereafter, revokes such authorization.

E. LIUNA PAC.

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 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 # 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 designated by employees as political contributions.

2. Said contributions shall be transmitted to the Dues Trust concurrently with, but not as a part of, the employer's monthly vacation contributions with respect to his employees covered by this Agreement to the California Laborers Vacation Trust for Southern California. All sums deducted by the employers as contributions pursuant to the provisions of this Section shall, from the instant of their

deduction, be considered, contributions to 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. **CONTRACTOR FREEDOM OF SELECTION.** 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. **KEYMEN AND TRANSFER OF MEN.** The Contractor recognizes the desirability of employing workers from the area in which the work is located, and the Union recognizes that in the employ of the Contractor are Landscape Irrigation Laborers and Apprentices who are necessary to the efficient continuity of the Contractor's operations. Therefore, the Contractor may transfer from out of the area up to four (4) Landscape Irrigation Laborers and/or Apprentices/Tenders and one (1) foreman to the jobsite (for a total of five (5) employees). After the transfer of no more than four (4) Landscape Irrigation Laborers and/or Apprentices/Tenders and one (1) foreman, the Contractor must hire the next two (2) employees on the jobsite from the Local Union hiring hall in the geographic area in which the work is performed. Thereafter, the Contractor may transfer one additional employee for each employee hired from the Local Union hiring hall in whose jurisdiction the work is performed. The Contractor shall keep this 50-50 ratio intact (one local person and one person from outside the area) in employing, laying off and terminating employees. 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 geographic jurisdiction over the project prior to those employees beginning work. Dispatch slips for employees transferred from another shall be submitted by fax, e-mail or personal delivery. The Union will not unreasonably withhold issuing a clearance. For the transfer of additional employees, the Contractor shall first contact the office of the appropriate Local Union in the area where the work is to be performed. Any additional transfers shall only be made by mutual consent. At all times the Contractor must maintain the proper manning ratio of Landscape Irrigation Laborers to Apprentices on the jobsite.

H. **UNION TRANSFER OF MEN.** Employees employed by any Contractor pursuant to the terms of this Agreement shall not be removed by the Union unless the prior approval of the Contractor has been obtained. This paragraph does not apply to residential work as set forth in this Agreement.

I. **UNION NOT LIABLE FOR DAMAGES.** The Union shall not be held liable for any

losses occasioned by alleged incompetent work performed by any employee working for the Contractor under this Agreement.

**ARTICLE VI
PARTNERSHIPS, SOLE PROPRIETORSHIPS
AND OWNER-OPERATORS**

A. 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, 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 this Paragraph.

B. In the event the Contractor is a sole proprietorship that employs other individuals or is not working for the 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 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. If the sole proprietor has no employees, the sole proprietor shall be considered an owner-operator subject to the provisions of Article VI, Paragraph C.

C. 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 the 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 will not apply to such equipment, rather the subcontracting provisions contained in Article IV of this Agreement shall become applicable.

2. The Owner-Operator shall not be subject to the dispatch obligations contained in Article V, 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 Contractor 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 Contractor have complied with the requirements of this Paragraph. The Owner-Operator is subject to the union security and supplemental dues provisions of Article II.

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. 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. 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, except as otherwise provided in Article V, Paragraphs B and C.

(c) For violation of this Section, 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 IV 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 Section C 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 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 wage and fringe benefit rate for Landscape Irrigation Laborer under this Agreement for each day or

portion of a day in which the violation occurred.

ARTICLE VII CLASSIFICATIONS AND PIECE WORK

A. **CLASSIFICATIONS.** Should the Contractor or any subcontractors employ workers to perform work in occupations or upon equipment which is not covered by one of the classifications specified in this Agreement, such employment shall, within three (3) working days after a work assignment is made or the equipment is operated, be temporarily classified by the Contractor and the Union under the classifications contained in this Agreement which will more nearly fit the particular character of the employment. Temporary classifications and wage rates shall be immediately referred to the Southern California District Council of Laborers which shall review and determine the proper classifications and wage rates.

B. Whenever any work covered by this Agreement is eliminated, modified, or in any way affected 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, shall be assigned all work related to the new machine, mechanized process, new or different material, or new or different method or technology and such work shall be 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. Landscape Laborers shall be trained and certified through an approved Apprenticeship and/or Training Program and learn the skills required of the new technology.

C. **HIGHEST RATE FOR HIGHEST CLASSIFICATION WORK.** In the event that the Contractor uses any employee under this Agreement in more than one classification, said employee shall be paid at the rate of the highest classification for the full day.

D. **NO BONUS SYSTEM.** There shall be no piecework, bonus system or lumping of work, and employees shall receive wages based upon the minimum hourly wage rates specified in this Agreement and calculated by the number of hours worked less all legal deductions. Should any employer pay on any but the correct hourly basis, it shall be conclusively presumed that if paid by the day, the monies paid were for the first eight (8) hours and that twelve (12) hours were worked, and if paid by the week, the monies were for the first forty (40) hours and that sixty (60) hours were worked. This shall be by way of guarantee rather than penalty.

ARTICLE VIII STRIKES

A. **ADMINISTRATIVE REMEDY.** It is the purpose and intent of the parties to this Agreement that all grievances or disputes arising between them over the interpretation or application of the terms of this Agreement may be settled by the procedure set forth in Article X.

B. **ECONOMIC REMEDY.** It shall not be deemed a violation of any part of this Agreement if the Union or on whose behalf this Agreement is executed, takes any economic action against any

Contractor who has failed, neglected or refused to comply with any of the terms of this Agreement.

C. **UNION NONRESPONSIBILITY.** If a Contractor is performing work on a project as a subcontractor, during the construction of which such project is declared to be unfair by a Building and Construction Trades Council and the work thereof is stopped for that reason, the Union shall not be deemed to have violated this Agreement if, during the period of said stoppage of work, the employees fail to perform their work on said project for the Contractor.

D. 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.

ARTICLE IX JURISDICTIONAL DISPUTES

A. Jurisdictional disputes shall be resolved pursuant to the procedures contained in Article X.

B. Nothing contained in this Agreement, or any part thereof, shall affect or apply to the Union in any action it may take against any Contractor or subcontractor who has failed, neglected or refused to comply with or execute any settlement or decision reached at any step of the grievance procedure or through arbitration under the terms of Article X.

ARTICLE X PROCEDURES FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

A. **RIGHT TO VISIT JOBS.** The Business Representative shall be allowed on any job where or when workers in his jurisdiction are at work.

B. In the event a grievance or dispute cannot be satisfactorily adjusted on the job by the Representative of the Local Union and the Contractor or his representative, then the same may be referred to the subcommittee of the Joint Adjustment Board, provided that the Union and the Contractor or his representative have met at least once in an effort to settle the grievance or dispute. The subcommittee of the Joint Adjustment Board (hereafter Subcommittee) shall be composed of two (2) members, one (1) selected by the Association and one (1) selected by the Union. The Subcommittee shall meet and hear all grievances under this Agreement as soon as possible after it is notified of the existence of the grievance. The Subcommittee shall hear all grievances referred to it in the same manner that grievances are customarily heard by the Joint Adjustment Board. The powers and authority of the Subcommittee shall be the same as those of the Joint Adjustment Board. The Subcommittee, after hearing the grievance, shall render an award in writing signed by both members and dated with the date of the award and shall then have the full force and effect under law of a final award of arbitration, unless the opinion of the Subcommittee is deadlocked or a party to the grievance gives notice to the Subcommittee and the Joint Adjustment Board within ten (10) days after the date of the written award that said award is appealed to the Joint Adjustment Board.

In the event a party gives a notice of appeal, then said grievance shall be heard as soon as practical by the Joint Adjustment Board de novo in the same manner as if the Subcommittee had rendered no award.

A Contractor shall refer a grievance or dispute to the Subcommittee through the Association. The Association shall then refer the grievance or dispute to the Subcommittee by sending written notice to the Contractor and the Union member of the subcommittee. The Local Union shall refer a grievance or dispute to the Subcommittee by sending written notice to the Union members of the Subcommittee, with a copy to the Contractor involved and the Association. Upon receipt of a grievance, the appropriate Chairman will docket the request when the request contains the following information:

1. The date of the alleged offense.
2. The job (including the name of the Contractor, his Association, and the Local Union directly involved).
3. The employees involved, if known.
4. A brief description of the alleged violation.
5. The section of the contract involved.
6. The name of the Business Representative involved and the name of the Contractor representative involved in the attempt to resolve the matter.

No dispute, complaint or grievance shall be recognized unless called to the attention of the individual Contractor and the Association or the Local Union and the Union within fifteen (15) calendar days except on discharge which shall be seven (7) working days after the alleged violation occurred provided that an employee shall not be barred from pursuing any remedy at law for alleged failure to pay compensation.

C. There is hereby established a Joint Adjustment Board, to be composed of four (4) regular and four (4) alternate representatives the Contractors and four (4) regular and four (4) alternate representatives of the Union. The Joint Adjustment Board shall have authority to perform the functions set forth in this Article. Each of the parties shall, within ten (10) days after the execution of this Agreement, appoint its representatives and immediately notify the other party, in writing, of the name and business address of each representative appointed. The Joint Adjustment Board shall thereafter meet within ten (10) days, select its Chairmen and Secretary, agree upon its procedural rules, and thereafter, it shall meet at the call of the Co-Chairmen, or either of them.

D. The Joint Adjustment Board shall meet at a time and place to be determined by the Co-Chairmen, and shall in addition meet at the call of the Co-Chairmen, or either of them. The Joint Adjustment Board shall issue decisions immediately, and shall have the authority to award damages, including double damages where the contractor has previously been found to have violated the same provision of the Agreement. In the event the Joint Adjustment Board does not reach a decision or is deadlocked, the dispute or grievance may be referred to arbitration by either or both parties within five (5) working days by requesting an Impartial Arbitrator. The Federal Mediation and Conciliation Service shall

be requested to furnish the names of five (5) persons qualified to act as Impartial Arbitrator. When the list has been presented, the representatives of the involved Contractor and the representatives of the Union shall each have the choice of rejecting two (2) names of the five (5) persons listed, with the entity against whom the grievance is filed striking the first name. The remaining or fifth person shall be selected as Impartial Arbitrator. The time limits specified in this paragraph may be extended by mutual agreement. A simple majority vote of the Joint Adjustment Board shall be final and binding upon all parties and the grievant. In the event of a deadlock and the use of an Impartial Arbitrator, the decision of the Impartial Arbitrator shall also be final and binding upon all parties and the grievant.

E. All expenses incurred and approved by the Joint Adjustment Board or subcommittee necessary for the consideration and decision of grievances and disputes submitted to it shall be borne by and divided equally by the Union and the Contractor.

All fees and expenses of the Impartial Arbitrator shall be borne by the party against whom the Impartial Arbitrator rules. The parties shall bear their own legal expenses.

F. If there is any question as to which is the losing party, or if a case is referred back to the parties without decision, or if there are decisions against more than one of the parties to the arbitration, the Impartial 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 Impartial Arbitrator on this issue shall be final and binding.

G. All grievances arising out of the interpretation or application of any of the terms or conditions of this Agreement shall be submitted for determination and shall be determined by the procedure set forth in this Article. No procedure provided in this Article shall grant the authority to modify, vary, change, add to or remove any of the terms or conditions of this Agreement.

H. Each action of the Joint Adjustment Board or Subcommittee and each decision of the Impartial Arbitrator regarding each grievance or dispute shall be made in writing and a copy of each sent to each interested party, particularly including separate copies to the Local Union and the Contractor directly involved, and to each representative serving on the Committee taking the action, the Union and the Association.

I. The Union and the employers will agree upon a grievance hearing schedule which will be the same workday of the month, every month and entered upon a calendar.

All grievances filed shall be referred to this calendar and assigned to the next designated day on the calendar after the grievance is filed by the District Council or the Association and in no event less than two weeks.

The Contractor and the Local Union will be given notice of the designated hearing date, time and place by certified mail as noted above by the procedure required under this Article.

The Contractor or Local Union which is grieved is required to appear at the appointed date, time and place noted in the notice of grievance hearing. In the event that the Contractor representative or Local Union representative that is grieved is unable to attend due to ill health, jury duty or scheduled court

appearances, or conflicting vacation schedule, the hearing will be continued to the next scheduled grievance date, and notice of the new hearing date will be sent by certified mail.

If the Contractor or the Local Union grieved does not appear at the continued hearing date, time and place, the grievance procedure set forth in this Article shall proceed in absentia and the decision of the subcommittee, full committee or Impartial Arbitrator should be just as valid and binding as if the grieved Contractor or Local Union had appeared.

J. For purposes of enforcing wage provisions:

1. Within 24 hours of a request by the Union to the Contractor, the Contractor shall make available to an auditor designated by the Union, its payroll records, books, and such other records as are required by the auditor to determine that the Contractor is complying with the wage provisions of this Agreement. If the Contractor fails to make the documents available within 24 hours, or within reasonable extension, it shall be irrebuttably presumed that a violation occurred.

2. The Union in its sole discretion may file a grievance, or in the alternative file a lawsuit in court, to correct a violation of the wage provisions of this Agreement, and if the committee, or the Court, finds a violation, or where there is a determination of a violation, the Contractor shall be liable for the Union's attorney fees, audit costs, payments to the employees of the difference between that which they were paid and the amount to which they were entitled, interest to the employees from the date that the amounts were due at the highest legal rate, and 10% liquidated damages if delinquent, 20% liquidated damages if lawsuit has to be filed, to the Union on the total amount, or \$500.00, whichever is greater.

3. Upon a finding by the Union's auditor of a second violation, the Contractor shall lose the benefit of any wage provision of any agreement providing for the payment of less than the construction rate from the date the violation occurred and for the remainder of the Project, in addition to the remedies contained in Section 2, above.

K. In the event a jurisdiction dispute and/or alleged misassignment of work, the Arbitrator shall use the following criteria in resolving such disputes: if the work is described in this Agreement, or any Union Agreement referred to in Article III.B, the Arbitrator shall award the work to the Union and has no authority to consider any other factor; if the work is not described in this Agreement or any Union Agreement referred to in Article III.B, the Arbitrator shall consider industry practice in Southern California in determining the assignment of work. If the Arbitrator finds a misassignment of work to employees in a different craft or represented by a different union, the Arbitrator shall issue an injunction against continued and future violations, and shall award damages to the Union or grieving Local Union in an amount equivalent to the hourly wage for such work under this Agreement times the number of hours of work performed on the job, and to the Trust Funds in the amount equivalent to the hourly contribution rate for such work under this Agreement times the number of hours of work performed on the job.

ARTICLE XI STEWARD

A. A steward or stewards shall be a working employee, appointed by the business representative of the Local in whose area the work is being performed, who shall in addition to his work as a journeyman, be permitted to perform during working hours such of his Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Contractor agrees to allow stewards a reasonable amount of time for the performance of such duties. The Union shall notify the Contractor of the appointment of each Steward. In no event shall a Contractor discriminate against a Steward or lay him off, or discharge him without mutual consent of the Local involved. If a Contractor and the Local involved do not mutually agree to the termination of a Steward, then this matter shall be referred to the procedure as provided in Article X. If a Steward is laid off without notifying the Business Representative and the above procedure is not followed, the Contractor shall pay the Steward his regular wages for all days lost by this layoff.

The Steward is to receive grievances or disputes from employees of his craft and shall immediately report them to his Business Agent who shall immediately attempt to adjust said grievance or dispute with the Contractor or his representative.

If the grievance or dispute is not satisfactorily adjusted by the Business Agent and the Contractor or his representative within three (3) days, either party may refer the matter to the grievance procedure provided in Article X.

B. The Contractor agrees and understands that the Steward is not a representative of the Union, but of the employees on the job on which the Steward is employed. The sole grant of authority to the Steward by the Union is set forth in Paragraph A, above. The Steward has no other authority expressed or implied, granted by the Union.

ARTICLE XII HOLIDAYS

The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, 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 Laborers' holiday overtime rate. No work shall be required on Labor Day except in cases of extreme urgency when life or property is in imminent danger. At such a time as Federal laws designate certain of the foregoing holidays to be celebrated on Monday, the same shall apply to this Agreement.

ARTICLE XIII EXISTING AND OTHER AGREEMENTS

A. The Union agrees that should it suffer, permit or enter into a contract, agreement, understanding or condition with any employer, or group of employers, on job site construction work within the territory covered by this Agreement, which contract, agreement or understanding is more favorable to that employer or group of employers than the terms herein set forth, such more favorable terms shall immediately be deemed to have been incorporated into this Agreement and applied to Contractors doing that type, or similar work as an employer, or group of employers, to whom the more favorable terms have been granted, provided that the Contractor complies with all of the terms and conditions of the contract containing more favorable terms. The foregoing shall not apply to "special conditions" as set forth hereafter in Sections B or C, nor to Article XIV.

B. 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. The provision of this paragraph will not apply to Special Project Agreements which may be negotiated in any area covered by this Agreement.

C. The Union will promptly notify the Contractor 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.

D. The provisions of this Article will not apply to (1) special projects or job site agreements and (2) the Term, Termination and Renewal Clause in any agreement which may be negotiated in any area covered by this Agreement.

ARTICLE XIV TERM, TERMINATION AND RENEWAL

The term of this Agreement shall be from January 1, 2013 to July 31, 2015, and for additional periods of one (1) year thereafter unless sixty (60) days prior to July 31, 2015 or any subsequent July 31st, either party shall give written notice to the other party by ordinary mail of its desire to modify, amend or negotiate changes and terminate.

Notwithstanding any other provision of this Article, the Southern California District Council of Laborers, at its sole discretion, may terminate this Agreement with an individual Contractor during the term of the Agreement by giving at least 90 days written notice of termination to the Contractor, provided that the Union gives the Association and the Individual Contractor an opportunity to meet to discuss and attempt to resolve the Union's intention to terminate the Agreement.

This Article may not be modified by virtue of the provisions contained in Article XIII of this Agreement.

ARTICLE XV 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 Article II, Paragraph A.

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., 7:30 a.m., or 8:00 a.m., Monday through Sunday. Starting time shall be changed only to meet a bona fide job requirement. Starting times may not be staggered. Twenty-four (24) hours prior written notice shall be given to the Union in cases of deviation from the original starting time.

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 or hours paid on Saturdays, Sundays and holidays shall be paid at the appropriate 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, Saturdays and Sundays excluded for this notification. Contractor shall have the right to designate the craft or crafts on any project or portion thereof, who shall work on a multiple-shift basis, 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 appropriate overtime rate. In no event shall the regular 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 D, Special Shifts.

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

2. When two or three 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. When so elected by the Contractor, a single shift starting at 5:00 a.m., 5:30 a.m., 6:00 a.m., 7:00 a.m., 7:30 a.m. or 8:00 a.m., of four (4) ten (10) hour days may be worked for eight (8) or more consecutive days, excluding Saturdays, Sundays and holidays, provided the Union is notified in writing twenty four (24) hours in advance of the effective date of the starting of such shift. All employees working this shift shall work ten (10) consecutive hours, exclusive of meal period, for which ten (10) hours of straight time shall be paid Monday through Friday. All time worked before 6:00 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.

4. 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 for at the appropriate overtime rate, except

as provided in Paragraph 5 of this Paragraph B.

5. 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. It is agreed that the Contractor and the Union may mutually agree, by telephone to be confirmed in writing, upon different starting or quitting times for any of the above shift arrangements.

1. When 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 the operations of the establishment, Monday through Friday, and employees on this shift will work eight (8) consecutive hours exclusive of meal period, for which they will receive eight (8) hours pay at the straight-time rate.

D. Emergencies. When it is mutually agreed that an emergency exists, such as earthquakes, floods or fire, 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 straight time. All other terms and conditions of this Agreement shall apply.

E. 1. Employees shall travel to and from their daily initial reporting place on their own time and by means of their own transportation. The Contractor shall be responsible for payment of wages from the reporting point, as ordered by the Contractor, to the jobsite and from job to job and return. However, employees who voluntarily report to a point for free transportation to the jobsite will not be compensated for the time enroute and return, unless the employee is required by the Contractor or Owner to report to a point of free transportation; in such case, the Contractor shall be responsible for payment of wages from the reporting point. For offshore work, employees will receive travel pay at straight-time rates from point of embarkation to jobsite and from jobsite to debarkation regardless of mode of transportation, which transportation shall be at Contractor's expense. If no camp is furnished by the Contractor, such transportation shall be furnished daily.

2. Jobsite Transportation. Whenever because of remoteness of parking areas, hazardous road conditions or security restrictions, the Contractor is required to furnish transportation for employees within the jobsite to the place of their "work," this transportation shall be equipped with seats and handrails.

3. Parking Facilities. In the event free parking facilities are not available within three hundred and fifty (350) yards of a jobsite, the Contractor will provide such facilities and the Contractor shall have the right to designate parking areas to be used. Where, because of congested parking conditions, it is necessary to use parking facilities, the Contractor 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.

F. Subsistence

1. For purposes of this Agreement, the Contractor's shop or permanent place of business shall be considered that Contractor's Zone Center.

2. Employees working more than 70 road miles from the Contractor's Zone Center will receive \$45.00 per day for subsistence or room and board in lieu of subsistence during the term of this Agreement. This provision will not apply to employees dispatched directly to the job site and who live within 70 miles of the project.

3. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

4. Subsistence as provided in Paragraph F-2 hereof shall be paid on jobs on the following offshore islands:

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

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.

5. 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 Law.

6. Where the Contractor is signatory to an agreement with the Southern California Pipe Trades District Council 16 ("U.A. Agreement"), under no circumstances shall an employee under this Agreement receive less subsistence than provided for in the U.A. Agreement.

G. Meal Period

Employees shall not work more than five (5) consecutive hours without a one-half (1/2) hour meal period. When employees work over five (5) hours without being provided with a one-half (1/2) hour meal period, they shall receive one-half (1/2) hour pay at the double time (2) rate, in addition to their normal straight time shift period of eight (8) hours. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half (1/2) hour meal period at the end of the three (3) hours without loss of pay and an additional one-half (1/2) 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 (1/2) hour at the double time (2) rate. Meal periods may be staggered to meet job requirements.

H. Breaks

The parties to this agreement recognize Industrial Wage Order 16-2001 covering "On Site Construction, Mining, Drilling and Logging Industries." Any dispute or grievance arising from the Wage Order shall be processed under and in accordance with Section X, Procedure for Settlement of Grievances and Disputes of this Agreement.

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

I. 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 (1/2) hour at the applicable overtime rate until such time as he does receive his pay.

2. When employees are laid off or discharged, they must be paid wages due them at the time of layoff or discharge. At such times as an employee is paid, he shall be furnished a personal record showing straight time and overtime hours paid and all deductions itemized for the current pay period. Such record shall show the employee's name, and the Contractor's name and address. In the event the Contractor 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. In the event these stipulations are not met, he shall receive waiting time as noted above. 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 Addendum.

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.

J. 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.

K. The Contractor shall not discharge or discriminate against an employee under this Agreement because of any industrial injury incurred prior to the employment, or the filing of a claim for worker's compensation benefits.

L. Workers referred under Article V to the Contractor's job who arrive in an unfit condition for work, without a written dispatch slip from the employment facility 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. Workers who do not possess the required

documentation as set forth on INS 1-9 will not be entitled to subsistence or show up time. Grievances or disputes arising out of the interpretation or application of this particular paragraph shall be referred to the procedures for settlement of grievances and disputes.

M. Construction projects for which the Union or Contractor requests a pre job conference to be held shall be arranged by mutual consent by the Building and Construction Trades Council having jurisdiction in the area where the project is located.

N. Any time worked on Saturday, Sunday or holidays outside of the shift hours provided in the Agreement shall be paid for on the basis of the actual hours worked at the Laborers' overtime rate, except that any workers or employees reporting for work at the stipulated time and for whom no work is provided shall receive pay for two (2) hours at the overtime rate; any workers or employees who report for work and for whom work is provided shall receive not less than four (4) hours pay at the overtime rate; and if an employee works more than four (4) hours, he shall be paid for the actual hours worked at the overtime rate.

O. Any worker or employee reporting for work at the regular starting time and for whom no work is provided shall receive pay for two (2) hours at the stipulated rate for so reporting, unless he has been notified before the end of his last preceding shift not to report; and any worker or employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay; and if more than four (4) hours are worked in any one day, he shall receive not less than a full day's pay therefore unless prevented from working for reasons beyond the control of the Contractor, including but not limited by, such factors as inclement weather, a breakdown causing discontinuance of a major unit of the project during which time workers or employees are not required or requested to remain on the project by the Contractor or his agent.

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

Q. 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.

R. 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 raincoats, rain hats and boots. Employees working in or handling cement or concrete shall be furnished rubber boots and gloves. Employees required to work in mud, slush or water shall be furnished boots and other necessary waterproof clothing. The employee shall return all such clothing to the Contractor in the same condition as received, subject to reasonable wear and tear. Such equipment shall be sanitized before reissue. The employee shall sign for receipt of such protective clothing, and on signed authorization the reasonable value of such protective clothing may be deducted from the employee's paycheck. Upon return of the protective clothing, the employee shall be reimbursed in the amount of the deduction.

S. Anything in this Article to the contrary notwithstanding, if adverse weather or jobsite ground conditions require that the job be shut down for one or more workdays or the equivalent thereof during the regular workweek, the Contractor in that event shall have the option of working that jobsite the Saturday of the same workweek for eight (8) hours at regular time rates and subject to all other applicable provisions of this Article to work during the regular workweek.

T. Workers 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 Contractor.

U. Safety. The Unions shall cooperate 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 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. The individual Contractor must post the name and address of its 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 Union is responsible for such implementation or maintenance.

V. 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 preshift 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.

**ARTICLE XVI
FRINGE BENEFITS**

A. Health and Welfare Trust Fund

1. The Contractor shall pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in Attachment # 1 for each hour worked (or paid) on all classifications specified in this Agreement. 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.

2. The Contractor elects to become a party to the Agreement and Declaration of Trust establishing the Laborers' Health and Welfare Trust for Southern California. The Contractor approves and consents to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement of Southern California, and further ratifies, confirms, and consents to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, their agents and representatives, and agrees to be bound by all the terms and conditions, provisions, privileges and obligations provided for by the Agreement and Declaration of Trust in their original form and as amended.

3. The Laborers Health & Welfare Trust for Southern California is party to a

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

B. Pension Trust Fund

1. The Contractor shall pay the sum designated in Attachment # 1 for each hour worked (or paid for) in the Eleven Southern California Counties area to the Construction Laborers' Pension Trust Fund for Southern California for all classifications specified in this Agreement. If the Contractor brings key employees from San Diego County and these employees are properly cleared by the Local Union in whose area to work is performed, the Contractor shall make the required contribution to the San Diego Pension Trust Fund. 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.

2. The Contractor shall pay the sum designated in Attachment # 1 per hour worked (or paid for) in San Diego County on all classifications specified in this Agreement to the Laborers San Diego Pension Trust Fund. If the Contractor brings key employees from the Eleven Southern California Counties and these employees are properly cleared by Local 89, the Contractor shall make the required contributions to the Laborers Pension Trust Fund for Southern California.

3. The Contractor elects to become a party to the Agreements and Declarations of Trust establishing the Construction Laborers Pension Trust for Southern California and the Laborers San Diego Pension Trust Fund. The Contractor approves and consents to the appointment of the Trustees designated by the Construction Laborers' Pension Trust for Southern California and the Laborers San Diego Pension Trust Fund, and further ratifies, confirms, and consents to all acts heretofore taken in the creation and administration of said Trusts by the joint Trustees, their agents and representatives, and agrees to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreements and Declarations of Trust in their original form and as amended.

4. The Construction Laborers Pension Trust for Southern California is party to a Money-Follows-The-Man Agreement with the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust and other participating Laborers Pension Trusts that permits employees whose home Trust is the Northern California Laborers Pension Trust, the San Diego Laborers Pension Trust or other participating Pension Trusts to have contributions paid to the Construction Laborers Pension Trust for Southern California transferred to those Trusts in accordance with and subject to the terms of the Money-Follows-The-Man Agreement. Pursuant to Subsection 1, above, all contributions for hours worked or paid must be made to the Construction Laborers Pension Trust for Southern California.

C. Vacation Trust Fund

1. The Contractor agrees to pay the sum designated in Attachment # 1 for each hour worked (or paid) to the Construction Laborers' Vacation Trust Fund for Southern California for all classifications specified in this Agreement. This amount includes a sum designated by the Union as supplemental dues and said dues may be amended from time to time by the Union.

2. The Contractor elects to become party to the Agreement and Declaration of Trust establishing the Construction Laborers' Vacation Trust for Southern California. The Contractor approves and consents to the appointment of the Trustees designated by the Construction Laborers' Vacation Trust Agreement for Southern California, and further ratifies, confirms, and consents to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, their agents and representatives, and agrees to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust in their original form and as amended.

D. Training Trust Fund

1. The Contractor agrees to pay the sum designated in Attachment # 1 for each hour worked (or paid for) to the Laborers' Training and Retraining Trust for Southern California for all classifications specified in this Agreement.

2. The Contractor elects to become a party to the Agreement and Declaration of Trust establishing the Laborers Training and Retraining Trust for Southern California. The Contractor approves and consents to the appointment of the Trustees designated by the Laborers' Training and Retraining Trust Agreement for Southern California, and further ratifies, confirms, and consents to all acts heretofore taken in the creation and administration of said Trusts by the joint Trustees, their agents and representatives, and agrees to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust in their original form and as amended.

E. Center for Contract Compliance

1. The Contractor shall pay to the Center for Contract Compliance ("C.C.C.") the sum designated in Attachment # 1 per hour worked or paid for on all classifications contained in this Agreement.

2. The Contractor elects to become a party to the Agreement and Declaration of Trust establishing the C.C.C. The Contractor approves and consents to the appointment of the Trustees designated by the C.C.C. and further ratifies, confirms, and consents to all acts heretofore taken in the creation and administration of said Trust by joint Trustees, their agents and representatives, and agrees to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust in its original form and as amended.

F. Administrative Trust:

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Trusts Administrative Trust Fund for Southern California (Administrative Trust Fund) the sum designated in Attachment # 1 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' Trusts Administrative Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

3. The primary purpose of the Administrative Trust Fund shall be to pay operating costs of the Vacation Trust Fund that cannot be paid from interest revenue, forfeitures, and payments and income other than actual hourly contributions to the Vacation Trust Fund for hours worked or paid (referred to as "Operating Cost Shortfall"). If the auditor for the Vacation Trust Fund certifies that the Administrative Trust Fund has sufficient assets to pay the Operating Cost Shortfall for at least 24 months, the excess assets of the Administrative Trust Fund shall be used to pay administrative expenses of the Health & Welfare Trust Fund or Pension Trust Fund; or the Union, upon 30 days written notice to the Associations, may reallocate future contributions to the Administrative Trust Fund, to the Health & Welfare Trust Fund or Pension Trust Fund.

G. When the Contractor transfers key Laborers out of the geographical area of the Agreement to an area where the Contractor is not signatory to a Laborers' Agreement, the Contractor shall contribute to the Trust Funds set forth 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. If the key Laborer is from the Eleven Southern California Counties his contributions shall include contributions reported to the Construction Laborers Pension Trust Fund for Southern California. If the key Laborer is from San Diego County, his contributions shall be reported to the San Diego Pension Trust Fund.

ARTICLE XVII 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 to the Contractor and the Union 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 list, payment for which is 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 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 also 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 in the delinquency list at the time the subcontract is entered into, and the subcontractor subsequently became delinquent, the Trust office shall notify the Contractor of any delinquency of the subcontractor within ninety (90) days of the date the delinquency first occurred by certified mail, 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 subcontractor, 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, within fortyeight (48) hours after receipt of such notice, withhold service from the Contractor involved until contributions are paid or satisfactory arrangements made with the trustees for payment.

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. The 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 the 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 time cards, certified payroll records, electronic payroll records, and all records reflecting payments to trust funds other than Laborers Trust Fund of Southern California, Federal W-2 Forms, 1099 and 1096 Forms, Quarterly State Tax returns), all cash disbursement ledgers, all canceled checks, check registers, invoices and bank 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 shall recover their attorney 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 its regular reports, payroll breakdowns by job, and the failure to timely submit job breakdowns shall be considered a delinquency under this Article. If a Contractor refuses to furnish any of the foregoing documents, 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 entities 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 an 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 \$25 or 20% of the contributions late or unpaid for each Trust Fund. The parties have reviewed the costs of collection by the Trust Funds, and agree that 20% liquidated damages is an accurate projection of the Trusts' damages that result from a delinquency. In addition, any Contractor delinquent in its obligations under this Article shall be required to pay interest on the delinquent contributions (at a rate to be set by the Trustees of the Trust Funds), and any audit fees. In the event that litigation is necessary to collect any delinquent contributions (including litigation to enforce mechanic liens, stop notices, bond claims or similar remedies, and any bankruptcy or receivership proceedings) or to enforce any obligation under this Article, in addition to liquidated damages owed by the delinquent Contractor, the Contractor shall also be liable for all reasonable attorney fees and legal costs incurred in such litigation. The Trustees of the Trust Funds may waive or reduce the amount of liquidated damages, at their sole discretion and consistent with their fiduciary duties. The decision of the Trustees in any request to waive or reduce liquidated damages shall be final and binding upon the parties.

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 completely filled out and executed.
- (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, any Trust Fund may terminate the participation of a delinquent contractor. Notice of such termination shall be sent to the Contractor, the Union, 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 XVIII CLASSIFICATIONS WAGE RATES AND OVERTIME

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. Foremen. All Landscape/Irrigation Laborer Foremen 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 employee over which they have leadership. 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 Contractor to be foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborers Foreman may work with the tools of the trade.

C. The following conditions apply to the use of the Tenders classification for Landscape/Irrigation work:

1. Tenders may only perform the following work on landscape/irrigation projects:

Assisting the Landscape Laborer with the wire installation, unloading of materials, distribution of pipe, stacking of sprinkler heads and risers, the setting of valve boxes and thrust block, both precast and poured in place, cleaning and backfilling trenches with a shovel, cleanup and watering during construction and all other landscaping, planting and all work involved in laying and installation of landscape irrigation systems.

2. The first employee on the jobsite shall be a Landscape/Irrigation Laborer. the second employee may be a Landscape/Irrigation Laborer or an apprentice. The next two employees may be Tenders. Thereafter, Tenders may be employed with Landscape/Irrigation Laborers at no more than a 50/50 ratio.

3. In the event a Contractor violates the manning ratio specified in Paragraph 2, above, the Contractor shall be required to pay the full Landscape/Irrigation Laborer wage rate and benefits on all such work performed on the project.

4. Landscape/Irrigation Tenders may not be employed on jobsites governed by the Davis Bacon Act, but if so employed, the Contractor must pay the full Landscape/Irrigation Laborer wage and fringe benefits rates.

D. Minimum Hourly Wage Scales: In the event a Laborer is worked in the classification of a Landscape Irrigation Fitter on a public works job, the Laborer shall be paid the greater of the total package contained in this Agreement for Landscape Laborer Journeyman or the Department of Industrial Relations (DIR) prevailing wage determination for Landscape Irrigation Fitter. In the event the DIR prevailing wage determination is the applicable rate for Landscape Irrigation Fitter, the Contractor shall pay such rate, as allocated by the Union, provided no less than the base wage rate for Landscape Irrigation Fitter is paid.

Effective 1/1/13 Landscape/Irrigation Laborer 11 Southern California Counties		Effective 1/1/13 Landscape/Irrigation Laborer on San Diego Building Projects		Effective 1/1/13 Landscape/Irrigation Laborer on San Diego Engineering Projects	
Wages	\$26.23	Wages	\$26.77	Wages	\$26.65
Health & Welfare	6.81	Health & Welfare	6.81	Health & Welfare	6.81
Pension	6.00	Pension	5.30	Pension	5.30
Vacation*	3.90	Vacation*	3.90	Vacation*	3.90
Training	0.64	Training	0.64	Training	0.64
CCC	0.25	CCC	0.25	CCC	0.25
Trust Admin. Fund	0.09	Trust Admin. Fund	0.09	Trust Admin. Fund	0.09
Industry Fund	0.12	Industry Fund	0.12	Industry Fund	0.12
Total	\$44.04	Total	\$43.88	Total	\$43.76

Effective 1/1/13
Landscape/Irrigation Truck
Driver
Landscape/Irrigation
Equipment Operator
11 Southern California
Counties

Wages	\$30.51
Health & Welfare	10.35
Pension	6.00
Vacation*	3.90
Training	0.64
CCC	0.25
Trust Admin. Fund	0.09
Industry Fund	0.12
Total	\$51.86

Effective 1/1/13
Landscape/Irrigation Truck
Driver
Landscape/Irrigation
Equipment Operator
San Diego County on
Building Projects

Wages	\$30.51
Health & Welfare	11.05
Pension	5.30
Vacation*	3.90
Training	0.64
CCC	0.25
Trust Admin. Fund	0.09
Industry Fund	0.12
Total	\$51.86

Effective 1/1/13
Landscape/Irrigation Truck
Driver
Landscape/Irrigation
Equipment Operator
San Diego County on
Engineering Projects

Wages	\$30.51
Health & Welfare	11.05
Pension	5.30
Vacation*	3.90
Training	0.64
CCC	0.25
Trust Admin. Fund	0.09
Industry Fund	0.12
Total	\$51.86

Effective 1/1/13
Landscape Hydro Seeder
11 Southern California
Counties

Wages	\$27.33
Health & Welfare	6.81
Pension	6.00
Vacation*	3.90
Training	0.64
CCC	0.25
Trust Admin. Fund	0.09
Industry Fund	0.12
Total	\$45.14

Effective 1/1/13
Landscape Hydro Seeder
San Diego County
on Building Projects

Wages	\$28.77
Health & Welfare	6.81
Pension	5.30
Vacation*	3.90
Training	0.64
CCC	0.25
Trust Admin. Fund	0.09
Industry Fund	0.12
Total	\$45.88

Effective 1/1/13
Landscape Hydro Seeder
San Diego County
on Engineering Projects

Wages	\$27.81
Health & Welfare	6.81
Pension	5.30
Vacation*	3.90
Training	0.64
CCC	0.25
Trust Admin. Fund	0.09
Industry Fund	0.12
Total	\$44.92

Effective 1/1/13
Landscape/Irrigation Tender
11 Southern California Counties

Wages	\$11.04
Health & Welfare	4.70
Pension	0
Vacation*	0.51
Training	0
CCC	0.09
Industry Fund	0.12
Total	\$16.46

Effective 1/1/13
Landscape/Irrigation Tender
San Diego County on
All Projects

Wages	\$11.04
Health & Welfare	4.70
Pension	0
Vacation*	0.51
Training	0
CCC	0.09
Industry Fund	0.12
Total	\$16.46

* Includes supplemental dues if so authorized.

E. Future Increases:

1. Future Increases for all classifications in this Agreement (except Public Tenders) in Southern California and San Diego are as follows:

August 1, 2013 - \$1.25

August 1, 2014 - \$1.75

2. Public Tender rates shall be at the identical total package as the U.A. Tradesman (although the allocation may be different) over the term of the Agreement, including all increases.

3. The Union may allocate these increases to wages and/or fringe benefits upon at least 90 days' written notice prior to the effective date.

ARTICLE XIX APPRENTICESHIP

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 (JAC) and approved by the Division of Apprenticeship Standards. The terms and conditions of this Agreement shall apply to Apprentices.

B. (1) The ratio of Construction Craft Laborer Apprentices to Journeymen shall be one Construction Craft Laborer Apprentice when at least five (5) Journeymen are regularly employed (although the Apprentice may be the second laborer on the job), and one (1) additional Construction Craft Laborer Apprentice for every five (5) additional Journeymen. An Apprentice shall not work on the jobsite unless supervised by a Journeyman. Notwithstanding the above stated mandatory ratio, a qualified employer may employ one (1) Construction Craft Laborer Apprentice for the first four (4) Journeymen (although the apprentice may be the second laborer on the job) and one (1) Construction Craft Laborer Apprentice thereafter for each four (4) Journeymen on the job. No apprentice shall work without a Journeyman on the job. If a different ratio is adopted by the JAC, the new ratio shall be incorporated in this Agreement.

(2) The ratio of Laborer Irrigation Fitter Apprentices to Journeyman shall be one Laborer Irrigation Fitter Apprentice when at least five (5) Journeymen are regularly employed (although the Apprentice may be the second laborer on the job), and one (1) additional Laborer irrigation Fitter Apprentice for every five (5) additional Journeymen. Notwithstanding the above stated mandatory ratio, a qualified employer may employ one (1) Laborer Irrigation Fitter Apprentice for each one (1) Journeyman on the job. The one (1) to one (1) ratio is subject to the approval of the JAC and DAS. If a different ratio is adopted by the JAC, the new ratio shall be incorporated in this Agreement. An Apprentice shall not work on the jobsite unless supervised by a Journeyman.

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 Construction Craft Laborer Apprentices the wages and to the Trust Funds the sums designated below for each hour worked or paid to Apprentices.

(a) 11 SOUTHERN CALIFORNIA COUNTIES

(i) Construction Craft Laborer Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Construction Craft Laborer Apprenticeship Standards of the Joint Apprenticeship Committee:

1 st 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 Laborer wage during the term of this Agreement.

(ii) 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 & Retraining (100%)	\$0.64
C.C.C. (100%)	\$0.25
Industry Fund (100%)	\$0.08
Administrative Trust Fund (100%)	\$0.09

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

(b) SAN DIEGO COUNTY

(i) Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Construction Craft Laborer Apprenticeship Standards of the Joint Apprenticeship Committee:

1 st period	1- 500 hours	50%	\$14.41
-------------	--------------	-----	---------

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

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

(ii) The Contractor shall pay to the Laborers Trust Funds the sum designated below for each hour worked or paid for on all Construction Craft Laborer Apprentices.

Trust Fund contributions for Apprentices*:

Health & Welfare (100%)	\$6.81
Pension (10%)	\$0.53
Vacation/Supp Dues (70%)	\$2.83
Training & Retraining (100%)	\$0.64
C.C.C. (100%)	\$0.25
Industry Fund (100%)	\$0.12
Administrative Trust Fund(100%)	\$0.09

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

F. Laborer Landscape Irrigation Fitter Apprentices shall be paid pursuant to the wage schedule set forth below and contained in the Laborer Landscape Irrigation Fitter Apprenticeship Standard of the Joint Apprenticeship Committee:

<u>Period</u>	<u>Base</u>	<u>Vacation</u>	<u>H&W</u>	<u>Pension</u>	<u>Training</u>	<u>CCC</u>	<u>Ind. Fund</u>	<u>Admin Tr. Fund</u>	<u>Total</u>
1	12.43	2.26	5.03	1.96	0.64	0.25	0.08	0.09	22.74
2	13.67	2.42	5.03	1.95	0.64	0.25	0.08	0.09	24.13
3	14.92	2.56	5.03	1.96	0.64	0.25	0.08	0.09	25.53
4	16.16	4.34	5.03	2.29	0.86	0.25	0.08	0.09	29.10
5	17.40	4.69	6.81	2.47	0.86	0.25	0.08	0.09	32.65
6	18.64	4.80	6.81	2.53	0.86	0.25	0.08	0.09	34.06

The total package for the Laborer Landscape Irrigation Fitter Apprentice shall remain identical to the U.A. Landscape Irrigation Fitter Apprentice. If the U.A. rates change, the parties shall immediately negotiate the appropriate changes and allocations so the total package remains identical.

ARTICLE XX LANDSCAPE INDUSTRY PROMOTION FUND

The parties shall agree upon a trust declaration creating a fund for the promotion of the landscape industry. The Landscape Industry Promotion Fund shall be administered solely by the Association, on behalf of the Contractors, and shall be utilized to promote the industry through such action as, but not

limited to a public relations and advertising program, contract specification improvement and promotion of the contract method by private contractor for both new construction and remedial work.

If at any time during the term of this contract or any renewal thereof, it shall become lawful for the Union to participate in the administration of said trust fund, then in that case the Union shall appoint trustees equal in the number of management trustees then serving, who shall then have equal power to administration with the management trustees.

All Contractors who are members of and have assigned bargaining rights to the Association, and who are signatory or bound by this contract will contribute the sum of twelve cents (\$0.12 cents) per hour for all hours worked or paid for by all employees employed under the terms of this Agreement to the Landscape Industry Promotion Fund. Said contribution shall be payable in the same manner as the fringe benefits contributions set forth in this Agreement.

**ARTICLE XXI
PUBLIC WORK PROJECTS 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 as 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 the other public entity and the established prevailing wage rate, including vacation contributions, is lower by no more than fifteen percent on residential or housing work or by no more than ten 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-month period.

In the event the job or project extends beyond eighteen 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-month period. On work that extends beyond eighteen months, then the current Master Labor Agreement rate shall apply.

If any public agency publishes prevailing wage and fringe benefit rates for the Landscape/Irrigation Laborer classification for a specific job or project which are less than the rates set forth in this Agreement, and there are non-signatory prime bidders on the plan holders list, then the Contractor 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 XXII
GENERAL SAVING CLAUSE**

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the

parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rules or regulations, they will then promptly enter into lawful negotiations on the substance thereof; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portion of this Agreement.

**ARTICLE XXIII
DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM**

The parties recognize the problem which drug and alcohol abuse have created in 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.

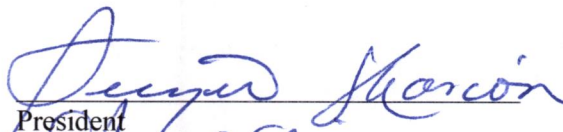
**SOUTHERN CALIFORNIA CONTRACTORS
ASSOCIATION**



Date: _____

4/3/2013

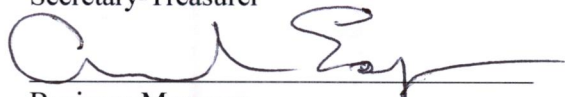
**SOUTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS**



President



Secretary-Treasurer



Business Manager

Date: _____

4-2-2013

**ATTACHMENT # 1
CONTRIBUTIONS PAYABLE TO TRUST FUNDS**

Effective	<u>01/01/13</u>	<u>8/01/13</u>	<u>8/01/14</u>
Laborers' Health and Welfare Fund for Southern California	\$6.81		
Construction Laborers' Pension Fund for Southern California	\$6.00		
Laborers Pension Fund for San Diego County	\$5.30		
Construction Laborers' Vacation Fund for Southern California*	\$3.90		
Laborers' Training and Retraining Fund for Southern California	\$0.64		
Center for Contract Compliance Trust Fund	\$0.25		
Industry Promotion Fund	\$0.12		
Administrative Trust	\$0.09		

H To be allocated by the Union.

* Includes supplemental dues.

**PRIVATE RECOVERY WORK AGREEMENT
BETWEEN
THE SOUTHERN CALIFORNIA DISTRICT COUNCIL
OF LABORERS AND ITS AFFILIATED LOCAL UNIONS
AND
SOUTHERN CALIFORNIA CONTRACTORS ASSOCIATION**

1. Term: The Southern California District Council of Laborers and its affiliated Local Unions (Union) and Southern California Contractors Association (Association), on behalf of its eligible members (Contractors), are party to the Master Landscape Agreement. This Private Work Agreement applies to Contractors which are bound to the Master Landscape Agreement through membership in the Association. The term of this Private Work Agreement shall run concurrently with the Master Landscape Agreement and shall terminate upon termination of the Master Landscape Agreement. This Private Work Agreement supersedes all other agreements between the parties regarding the terms and conditions of employment on private work.

2. Preservation of Work: To protect and preserve work for the employees covered by the Master Landscape Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, if the Contractor performs onsite construction work of the type covered by the Master Landscape Agreement or this Agreement under a name of another, as a corporation, company, partnership, or other business entity including a joint venture, the terms and conditions of the Master Landscape Agreement and this Agreement shall be applicable to all such work.

3. Scope: This Agreement covers all landscape work performed by the Contractor on private work jobsites. Private work is defined as a job where there is no obligation under local, state or federal laws or regulations to pay a predetermined wage/fringe benefit package. Notwithstanding any provision of this Agreement, this Agreement shall not apply to (i) any work performed on a jobsite funded in whole or part by any union trust fund; (ii) any work performed pursuant to a Building Trades or a Union Project Labor Agreement; (iii) any work where the owner requires the work to be performed by union signatory contractors. All of the terms and conditions of the Master Landscape Agreement apply to Private Recovery Work, except as expressly modified in this Agreement.

4. Modification of Terms: The terms and conditions of the Master Landscape Agreement shall apply to all work covered by this Agreement, except as expressly modified below:
 - a. Keymen. The provisions of Article V.G. of the Master Landscape Agreement (Keymen and Transfer of Men) shall not apply.

 - b. Working Rules. The provisions of Article XV, A through F, M, N and O (Working Rules) shall not apply.

c. (i) Landscape/Irrigation Tender. The classification of Landscape/Irrigation Tender may be employed on all jobsites covered by this Agreement to perform landscape work, provided that there is at least one Journeyman Laborer as foreman on the jobsite. The Landscape/Irrigation Tender shall be paid as follows, effective January 1, 2013:

	<u>Base Rate*</u> <u>per hour</u>	<u>H&W**</u>	<u>Vacation***</u>	<u>Total</u>
First 3500 hours Employment for Union signatory Contractors	\$10.00	—	\$0.51	\$10.51
After 3500 hours	\$11.04	—	\$0.51	\$11.55

* The base wage of each employee of the Contractor as of January 1, 2013 (whether lay off or active status), shall be increased if necessary so that the employee earns at least \$.50 per hour above the minimum.

** The parties recognize that the Affordable Care Act will mandate Employer provided health insurance coverage for many Employers, effective January 1, 2014, and such coverage is provided in this Agreement for Tenders effective January 1, 2014. The Employer shall contribute the sum of \$2.25 per hour for each hour worked or paid to a Tender under this Agreement. Eligibility and Coverage for such contributions shall be determined by the Health & Welfare Trust. In the event the provisions of the Affordable Care Act mandating Employer provided insurance is repealed or invalidated at any time during the term of this Agreement, the parties agree to re-open the provision of this Agreement requiring contributions to the Health & Welfare Trust Fund on behalf of Tenders. Prior to January 1, 2014 only Tenders who had Health & Welfare contributions paid on their behalf for hours worked under this PRWA or a prior PRWA, shall have contributions made on their behalf for hours worked under the PRWA. The contribution shall be the same as the contribution rate for Leadman.

*** Includes supplemental dues of \$0.25, if authorized.

The base rate per hour for Landscape/Irrigation Tenders shall be at least ten percent (10%) higher than the highest minimum wage rate then in effect.

(ii) Leadman

Wage	\$14.50
H & W	\$ 2.90*
Vacation	\$.51**

(iii) Hydroseeder, Landscape/Irrigation Truck Driver, Landscape/Irrigation Equipment Operator

Wage	\$18.50
H & W	\$ 2.90*
Pension	\$ 2.29
Vacation	\$ 1.51**

* Future increases to the Health & Welfare contribution are as follow:

December 1, 2013 - \$0.10 per hour to \$3.00

December 1, 2014 - \$0.10 per hour to \$3.10

** Includes supplemental dues of \$0.51.

d. Wage Increases.

(i) On 45 days written notice at any time to the Contractors, the Union may allocate any part of the wage set forth in this Agreement and subsequent increases thereto to wage, health and welfare, pension, vacation, training and retraining and supplemental dues.

(ii) Under no circumstances shall the Tender earn less than the California and Federal minimum wage, nor shall the Tender earn less than the U.A. Landscape Irrigation Tradesman.

(iii) If at any time during the term of this Agreement, the U.A. Landscape Irrigation Tradesman receive an increase, the Landscape/Irrigation Tenders under this Agreement shall receive the same increase.

(iv) Increases for Leadman, Hydroseeder, Truck Driver and Equipment Operator shall be the same percentage increase given to Tenders under this Agreement.

e. Transfer of Tenders.

(i) Leadmen, Hydroseeders, Landscape/Irrigation Truck Drivers, Landscape/Irrigation Equipment Operators and Tenders employed under this Agreement may be employed on jobs covered by the Master Landscape Agreement. If such workers are employed under the Master Landscape Agreement, they shall be paid the appropriate wage and fringe benefit rates under the Master Landscape Agreement for the entire day in the highest

classification in which they work.

(ii) If there is no such available work for a full scale Landscape Laborer under the Master Landscape Agreement, the Landscape Laborer may be laid off and register on the Local Union's out of work list. If the Contractor has work under the Private Recovery Work Agreement available for the Landscape Laborer, the Contractor may request in writing the Landscape Laborer by name from the Local Union hiring hall. The request shall state the hourly rate for the work under this Agreement that will be performed in accordance with the rates contained in the Private Recovery Work Agreement provided, however, the Landscape Laborer will be paid no lower than the wages and fringe benefits in the Leadman classification.

The written request by the Contractor and the written dispatch slip by the Union, signed by the Union and the Landscape Laborer, shall constitute all parties' consent to the Landscape Laborer's employment under the Private Recovery Work Agreement.

f. Subcontracting. The Contractor shall abide by the subcontracting clause contained in the Master Landscape Agreement for all landscape/irrigation work, including decorative rock, waterfall and theme park work, performed under this Agreement. For all other private work that is part of the Contractor's landscape contract, there shall be no subcontracting restrictions; provided, however, that the subcontracting provisions in the Master Labor Agreement shall apply to the following work: work that is customarily performed by the Contractor's own employees; work performed on a jobsite funded in whole or part by a union trust fund; work performed pursuant to a Building Trades or Union Project Labor Agreement; and any work where the owner requires the work to be performed by union signatory contractors.

g. Dispatching, Union Security.

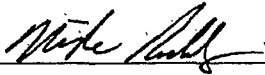
(i) The dispatch provisions contained in Article V of the Master Landscape Agreement shall not apply and the Contractor may hire Landscape/Irrigation Tenders to perform work under this Agreement from any source, provided that the appropriate Local Union is notified within 72 hours of the hiring and a dispatch slip is issued to and signed by the Landscape/Irrigation Tender. All employees employed under this Agreement shall have the sum designated by the Union, deducted from their wages and submitted to the Vacation Trust Fund, provided the employees signs a valid dues authorization form; this shall be in addition to the supplemental dues. The monthly dues deducted from the wage is \$ 24.00, January 1, 2013. The monthly dues for successive years under this Agreement shall be established by the Union on each successive January 1. This sum shall be transmitted by the Contractor to the Union no later than the 15th of the following month. The Union may also set an amount designated as supplemental dues which the Contractor will withhold from wage if so authorized by the employee pursuant to Article V.C. of the Master Landscape Agreement.

(ii) If the Contractor who violates Section 4 g. (i), above, by failing to give notice

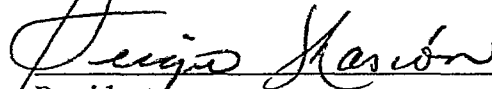
to the Local Union and obtain a dispatch slip for the hiring of a Landscape/Irrigation Tender shall be liable in damages to the Union is a sum equivalent to the hourly wage rate for each hour worked by the Landscape/Irrigation Tender, and to the Trust Funds in a sum equivalent to the hourly fringe benefit contribution rate for each hour worked by the Landscape/Irrigation Tender.

5. No employees' wages shall be reduced as a result of the Private Recovery Work Agreement. The procedure outlined in Section 4(e) above shall not constitute a reduction of wages.

Southern California Contractors
Association



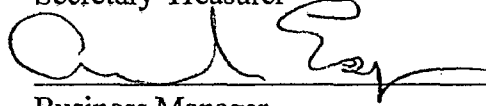
Southern California District Council of
Laborers



President



Secretary-Treasurer



Business Manager

Dated: 1-21-2013

Dated: 1-21-2013

**MEMORANDUM OF AGREEMENT
RE OTHER CRAFT AGREEMENTS**

The Southern California Contractors Association (Association) and the Southern California District Council of Laborers and its affiliated Local Unions are party to the Master Landscape Agreement effective December 1, 2012 to July 31, 2015 (Master Landscape Agreement). The parties agree as follows:

1. The Master Landscape Agreement, including Article III.C, provides that all covered work shall be performed under the terms of the Master Landscape Agreement, and that the Contractor shall have no legal or contractual impediment to assigning all work covered by this Agreement to employees represented by the Union.

2. The Union recognizes that Contractors may have collective bargaining agreements with the UA that cover some or all of the work covered by the Master Landscape Agreement. The parties agree that employing employees under such other agreement shall not constitute a violation of the Master Landscape Agreement, including Article III.C, on the following conditions:

- a. The Contractor's agreement with the UA has been in effect at least one year prior to the effective date of the Master Landscape Agreement;
- b. The Contractor provides to the Union a letter of assignment covering all work within the scope of work covered by the Master Landscape Agreement;
- c. The Contractor maintains on a Company wide basis at all times no less than the percentage of Laborers to UA represented employees that it employed in the year preceding the effective date of the Master Landscape Agreement (the percentage shall be measured by work hours for the preceding year), provided: (i) no new employees shall be hired to perform work under the terms of the UA Agreement, and all new employees are employed only under their terms and conditions of the Laborers Master Landscape Agreement; (ii) employees on the payroll at the time of the execution of the Master Landscape Agreement and who have worked for the Contractor under the terms and conditions of the UA Agreement at least 300 hours in the six month period immediately prior to the execution of the Master Landscape Agreement shall be considered redlined employees of that Contractor; and (iii) a Contractor may continue to employ a redlined employee under the UA Agreement unless the employee is terminated or laid off by the Contractor for a period of more than sixty (60) days, under which circumstances a redlined employee shall be considered a new employee and therefore shall not be employed by the Contractor to perform work under the terms and conditions of the UA Agreement.
- d. The Contractor shall use its best efforts to increase the percentage of Laborers to UA represented employees over the term of the Master Landscape Agreement;

and

- e. The Contractor shall pay to UA represented employees not less than the total package required for such work under the terms of the Master Landscape Agreement.

3. The Union recognizes that Contractors may have collective bargaining agreements with the Operating Engineers Union that covers some of the work covered by the Master Landscape Agreement. The parties agree that such other agreement shall not constitute a violation of Article III.C on the following conditions:

- a. The Contractor's agreement with the Operating Engineers Union has been in effect at least one year prior to the effective date of the Master Landscape Agreement;
- b. The Contractor shall pay to the Landscape Operating Engineers the same base wage rate as set forth in the Master Landscape Agreement for such work.

4. The Contractor shall furnish to the Union, all payroll data and any other records necessary to verify whether the conditions set forth in paragraphs 2 and 3 above have been met, including copies of monthly reports to the other crafts' trust funds if requested. If the Contractor fails to provide such payroll data and other records within thirty (30) days of the Union's request, the Contractor shall not be entitled to provisions of this Memorandum, and its other agreements and assignment of covered work to other crafts shall constitute a violation of Article III.C of the Master Landscape Agreement.

5. This Memorandum of Agreement shall be applicable only to Contractors who are members of Association upon the effective date of the Master Landscape Agreement.

6. This Memorandum of Agreement shall be enforceable through the grievance and arbitration procedure contained in Article X of the Master Landscape Agreement.

Southern California Contractors
Association

Mike Kelly

Dated: 1-21-2013

Southern California District Council of
Laborers

Demetrius Mason

President

Mannuel S. S. S.

Secretary-Treasurer

Carl E.

Business Manager

Dated: 1-~~20~~-2013

21
(02)

**SIDE LETTER OF UNDERSTANDING
RE PAYROLL INFORMATION FOR
LANDSCAPE/IRRIGATION EQUIPMENT OPERATOR UNDER
MASTER LANDSCAPE AGREEMENT**


The Southern California District Council of Laborers and its affiliated Local Unions (Union) and Southern California Contractors Association (Association) are parties to the Master Landscape Agreement, and agree as follows:

1. The parties enter into this Side Letter to ensure the Contractors' compliance with the wage and fringe benefits rates for the classification of Landscape/Irrigation Equipment Operator, as set forth in Article XVIII of the Master Landscape Agreement.

2. No later than the 10th day of each month during the term of this Agreement, each Contractor shall provide to the Union its certified payroll records for all State, Federal and Local Public Works Projects in the geographic area covered by the Master Landscape Agreement for the preceding month.



3. This Side Letter is an integral part of the Master Landscape Agreement, and any violation of the terms of this Side Letter is subject to the grievance and arbitration procedure in the Master Landscape Agreement.

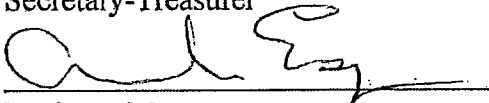
Southern California Contractors
Association



Dated: 1-21-2013

Southern California District Council of
Laborers


President

Secretary-Treasurer


Business Manager

Dated: 1-21-2013

**SIDE LETTER OF UNDERSTANDING
ARTICLE III, SECTION C OF
MASTER LANDSCAPE AGREEMENT**

The Southern California District Council of Laborers and its affiliated Local Unions (Union) and Southern California Contractors Association (Association) are parties to the Master Landscape Agreement, and agree as follows:

1. Article III, Section C of the Master Landscape Agreement provides that the Contractor represents that it is not signatory to any other labor agreement that covers work covered by the Master Landscape Agreement.

2. Notwithstanding the provision of Article III, Section C referred to above, the parties acknowledge that some Association member Contractors are bound to collective bargaining agreements with the UA and/or the Operating Engineers, which do have overlapping coverage language.

Southern California Contractors
Association

Mike Kelly

Dated: 1-21-2013

Southern California District Council of
Laborers

Deputy Harrison
President
Mannel Monelari
Secretary-Treasurer
Carl Ezy
Business Manager

Dated: 1-21-2013

**SOUTHERN CALIFORNIA DISTRICT COUNCIL
OF
LABORERS**

AFFILIATED WITH

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

4399 SANTA ANITA AVENUE, SUITE 204
EL MONTE, CALIFORNIA 91731
TELEPHONE (626) 350-6900



SERGIO RASCON
PRESIDENT

MANUEL MONSIBAIS
SECRETARY-TREASURER

ARMANDO ESPARZA
BUSINESS MANAGER

January 1, 2013

TO: CONTRACTORS PERFORMING WORK UNDER THE LANDSCAPE AGREEMENT

Gentlemen:

Under the terms of the new Master Landscape Agreement, the increases, the hourly wage rates and fringe benefit rates effective January 1, 2013 for the 11 Southern California Counties, the San Diego County Building Projects, and the San Diego County Engineering Projects are enclosed

Overtime: Time and one-half, except hours worked over 12 in a single workday, Sunday and holidays which are double time.

Foremen: All Landscape/Irrigation Laborer foremen 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 employee over which they have leadership. 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 predominately Laborers and performing Laborers' work, the employee selected by the Contractor to be foreman shall be an employee employed under the terms of this Agreement and shall receive the Laborer Foreman's wage rate. The Laborers Foreman may work with the tools of the trade.

Future increases for all classifications in this Agreement (except Public Tenders) in Southern California and San Diego are as follows:

August 1, 2013 - \$1.25

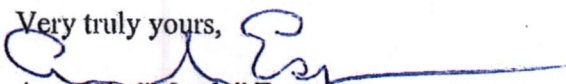
August 1, 2014 - \$1.75

Public Tender rates shall be at the identical total package as the U.A. Tradesman (although the allocation may be different) over the term of the Agreement, including all increases.

The Union may allocate these increases to wages and/or fringe benefits upon at least 90 days' written notice prior to the effective dates.

Kindly notify your payroll personnel of these increases.

Very truly yours,


Armando "Mando" Esparza
Business Manager

AFFILIATED
LOCALS

ARIZONA
PHOENIX
LOCAL 383

NEW MEXICO
ALBUQUERQUE
LOCAL 16

SOUTHERN CALIFORNIA
BURBANK
LOCAL 345

KERN COUNTY
SAN LUIS OBISPO COUNTY
SANTA BARBARA COUNTY
LOCAL 220

HOLLYWOOD
LOCAL 724

LONG BEACH
LOCAL 507

LOS ANGELES
LOCAL 300

ORANGE COUNTY
LOCAL 652

POMONA
LOCAL 1414

RIVERSIDE-IMPERIAL
COUNTIES
LOCAL 1184

SAN BERNARDINO
INYO-MONO COUNTIES
LOCAL 783

SAN DIEGO
LOCAL 89

VENTURA
LOCAL 585

WILMINGTON
LOCAL 802

WEBSITE: SCDCL.ORG

MINIMUM HOURLY WAGE SCALES AND FRINGE BENEFIT RATES

Effective 1/1/13 Landscape/Irrigation Laborer 11 Southern California Counties	
Wages	\$26.23
Health & Welfare	\$06.81
Pension	\$06.00
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$44.04

Effective 1/1/13 Landscape/Irrigation Laborer San Diego Building Projects	
Wages	\$26.77
Health & Welfare	\$06.81
Pension	\$05.30
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$43.88

Effective 1/1/13 Landscape/Irrigation Laborer San Diego Engineering Projects	
Wages	\$26.65
Health & Welfare	\$06.81
Pension	\$05.30
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$43.76

Effective 1/1/13 Landscape/Irrigation Truck Driver/Equipment Operator 11 Southern California Counties	
Wages	\$30.51
Health & Welfare	\$10.35
Pension	\$06.00
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$51.86

Effective 1/1/13 Landscape/Irrigation Truck Driver/Equipment Operator San Diego Building Projects	
Wages	\$30.51
Health & Welfare	\$11.05
Pension	\$05.30
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$51.86

Effective 1/1/13 Landscape/Irrigation Truck Driver/Equipment Operator San Diego Engineering Projects	
Wages	\$30.51
Health & Welfare	\$11.05
Pension	\$05.30
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$51.86

Effective 1/1/13 Landscape Hydro Seeder 11 Southern California Counties	
Wages	\$27.33
Health & Welfare	\$06.81
Pension	\$06.00
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$45.14

Effective 1/1/13 Landscape Hydro Seeder San Diego Building Projects	
Wages	\$28.77
Health & Welfare	\$06.81
Pension	\$05.30
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$45.88

Effective 1/1/13 Landscape Hydro Seeder San Diego Engineering Projects	
Wages	\$27.81
Health & Welfare	\$06.81
Pension	\$05.30
Vacation*	\$03.90
Training	\$00.64
CCC	\$00.25
Trust Admin. Fund	\$00.09
Industry Fund	\$00.12
Total	\$44.92

*Includes supplemental dues if so authorized

Effective 1/1/13 Landscape/Irrigation Tender 11 Southern California Counties	
Wages	\$11.04
Health & Welfare	\$04.70
Pension	\$00.00
Vacation*	\$00.51*
Training	\$00.00
CCC	\$00.09
Industry Fund	\$00.12
 Total	 \$16.46
*Includes supplemental dues If so authorized	

Effective 1/1/13 Landscape/Irrigation Tender San Diego County on All Projects	
Wages	\$11.04
Health & Welfare	\$04.70
Pension	\$00.00
Vacation*	\$00.51*
Training	\$00.00
CCC	\$00.09
Industry Fund	\$00.12
 Total	 \$16.46
*Includes supplemental dues If so authorized	

APPRENTICESHIP

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.

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

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

The Contractor shall pay to Construction Craft Laborer Apprentices the wages and to the Trust Funds the sums designated below for each hour worked or paid to Apprentices.

CONSTRUCTION CRAFT LABORER APPRENTICES
11 Southern California Counties

Construction Craft Laborer Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Construction Craft Laborer Apprenticeship Standards of the Joint Apprenticeship Committee.

Wages

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

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

Fringe Benefits

Health/Welfare (70%)	\$4.77
Pension (20%)	\$1.20
Vacation/Supp Dues (70%)	\$2.73
Training/Retraining (100%)	\$0.64
C.C.C. (100%)	\$0.25
Industry Fund (100%)	\$0.08
Trust Admin Fund (100%)	\$0.09

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

CONSTRUCTION CRAFT LABORER APPRENTICES
San Diego County

Construction Craft Laborer Apprentice wages shall be paid pursuant to the wage schedule set forth below and contained in the Construction Craft Laborer Apprenticeship Standards of the Joint Apprenticeship Committee.

Wages

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

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

Fringe Benefits

Health/Welfare (100%)	\$6.81
Pension (10%)	\$0.53
Vacation/Supp Dues (70%)	\$2.83
Training/Retraining (100%)	\$0.64
C.C.C. (100%)	\$0.25
Industry Fund (100%)	\$0.12
Trust Admin Fund (100%)	\$0.09

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

LABORER LANDSCAPE IRRIGATION FITTER APPRENTICES
11 Southern California Counties and San Diego County

Shall be paid pursuant to the wage schedule set forth below and contained in the Laborer Landscape Irrigation Fitter Apprenticeship Standards of the Joint Apprenticeship Committee.

<u>Period</u>	<u>Base</u>	<u>Vacation</u>	<u>H&W</u>	<u>Pension</u>	<u>Training</u>	<u>CCC</u>	<u>Ind Fund</u>	<u>Trust Amin Fund</u>	<u>Total</u>
1	12.43	2.26	5.03	1.96	0.64	0.25	0.08	0.09	22.74
2	13.67	2.42	5.03	1.95	0.64	0.25	0.08	0.09	24.13
3	14.92	2.56	5.03	1.96	0.64	0.25	0.08	0.09	25.53
4	16.16	4.34	5.03	2.29	0.86	0.25	0.08	0.09	29.10
5	17.40	4.69	6.81	2.47	0.86	0.25	0.08	0.09	32.65
6	18.64	4.80	6.81	2.53	0.86	0.25	0.08	0.09	34.06

The total package for the Laborer Landscape Irrigation Fitter Apprentice shall remain identical to the U.A. Landscape Irrigation Fitter Apprentice. If the U.A. rates change, the parties shall immediately negotiate the appropriate changes and allocations so the total package remains identical.

LABORERS' SHORT-FORM AGREEMENT
FOR THE LANDSCAPE INDUSTRY

The Southern California District Council of Laborers, on behalf of itself and its affiliated Local Unions in the 12 Southern California Counties of San Diego, Kern, Los Angeles, Ventura, Santa Barbara, Orange, San Bernardino, Inyo, Mono, Riverside, Imperial and San Luis Obispo (Union), and the undersigned Contractor agree as follows:

I
RECOGNITION

The Contractor recognizes the Union as the exclusive collective bargaining representative of all employees of the Contractor over whom the Union has jurisdiction in the 12 Southern California Counties; and upon being presented with evidence that a majority of the Contractor's employees have signed an authorization to have the Union represent them, the Contractor shall execute an acknowledgment to that effect.

II
ADOPTION OF MASTER LANDSCAPE AGREEMENTS

A. The Contractor and the Union adopt by reference and agree to be bound by the current Master Landscape Agreement negotiated by the Union, except as expressly provided otherwise in this Agreement.

B. Unless this Agreement is terminated as provided in Article IV below, the parties shall be bound by all modifications, amendments, extensions, and new or successor Master Landscape Agreements as may be negotiated by the Union.

C. All work described in the Master Landscape Agreement shall be performed, whether by employees of the Contractor or by a subcontractor, under an appropriate current labor agreement with the Union. Neither the Contractor nor the subcontractor shall assign work covered by the Master Landscape Agreement to employees represented by any other union. This section shall apply whether the other union's members are performing work covered by the Master Landscape Agreement as apprentices, pre-apprentices, craft tenders, helpers, tradesmen, technicians or under any other classification.

D. To protect and preserve for the employees covered by this Agreement, all work they have performed and all work covered by this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work, it is agreed that if the Contractor performs on-site construction work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Contractor through its officers, directors, partners,

owners or stockholders exercises directly or indirectly management, control or majority ownership, (including but not limited to management, control, or majority ownership through family members), the terms and conditions of this Agreement shall be applicable to all such work.

III PROCEDURE FOR SETTLEMENT OF DISPUTES

A. In lieu of the grievance and arbitration procedures contained in the Master Landscape Agreement, all grievances or disputes between the parties to this Agreement shall be adjusted as provided in this Article and in the section of the Master Landscape Agreement relating to enforcing wage provisions.

B. A grievance or dispute by the Contractor shall be presented to the Local Union having geographical jurisdiction in the area where the dispute arose. A grievance by the Union or by a Local Union shall be presented to the Contractor.

C. If the parties are unable to resolve the grievance within three days after presentation, the grieving party may write for a list of seven arbitrators to the Federal Mediation and Conciliation Service or to the American Arbitration Association. The party against whom the grievance was filed shall strike the name of an arbitrator from the list, and the parties shall thereafter strike alternately until the name of one person remains, who shall be the arbitrator. If one party does not strike names within two work days after a written request to do so, the other party may select as the arbitrator any of the persons on the list. If a party does not appear at the time and place set by the arbitrator for the hearing, the arbitrator shall conduct the hearing ex parte. The arbitrator's decision on the grievance or dispute shall be final and binding. The expenses of the arbitrator shall be borne by the losing party.

D. Upon finding a hiring hall, misassignment of work to employees in a different craft or represented by a different union, or subcontracting violation, the arbitrator shall issue an injunction against continued and future violations, and shall award damages to the Union, grieving Local Union or the Laborers' Health & Welfare Trust Fund in the amount of the equivalent of the wages lost by members of the Local Unions, and to the Laborers' trust funds in the amount of contributions lost as a result of the violation.

E. No employee covered by this Agreement may be discharged or permanently replaced by the Contractor for engaging in a lawful strike, requiring it cross a primary picket line, or for engaging in any conduct protected by Section 7 or 502 of the Labor-Management Relations Act of 1947, as amended.

F. A legal action may be brought to enforce a claim by the Union or Local Union that the Contractor has another entity which is or should be bound by this Agreement.

G. If legal action by the Union or Local Union is required to enforce this Agreement

or an award, the Union or Local Union shall recover its attorneys' fees.

IV
TERMINATION

This Agreement shall be effective as of the date entered below (except that in the case of a Contractor having a previous labor agreement with the Union, this Agreement shall be retroactive to the expiration of the previous agreement), and shall continue in effect for the full term of each of the Master Landscape Agreements which are adopted by this Agreement, and for such additional term or terms of new or successor Master Landscape Agreements, unless either party gives written notice of intent to terminate the Master Landscape Agreement not more than one hundred twenty days nor less than ninety days prior to the expiration date of the Master Labor Agreement then in effect. Notice to the Union is effective only upon receipt.

EMPLOYER:

UNION:

SOUTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS

PRINT NAME OF COMPANY

PRESIDENT

BY _____
SIGNATURE

SECRETARY

PRINT NAME OF PERSON SIGNING

BUSINESS MANAGER

TITLE

DATE _____

STATE LICENSE NUMBER

LOCAL UNION NO. _____

COMPANY ADDRESS

BY _____
SIGNATURE

CITY, STATE, ZIP

PRINT NAME OF PERSON SIGNING

() _____
TELEPHONE NUMBER

DATE _____

() _____
FACSIMILE NUMBER

WORKERS COMPENSATION
INSURANCE CARRIER