

**NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS
LANDSCAPE/IRRIGATION SITE WORK AGREEMENT
WITH ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

2014-2019

THIS AGREEMENT, made and entered into this ____ day of _____, by and between Associated General Contractors of California, Inc., hereinafter referred to as EMPLOYER, and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as UNION, modifying, amending and changing the Agreement made and entered into the 17th day of May, 1951, as modified by the Agreements dated June 4, 1952; July 14, 1953; April 13, 1954; April 12, 1955; April 30, 1956; April 19, 1957; June 30, 1959; July 28, 1961; June 27, 1962; July 1, 1965; June 16, 1968; June 16, 1971; July 2, 1974; May 10, 1977; April 30, 1980; January 18, 1983; July 14, 1986; November 21, 1988, June 28, 1999, May 1, 2005, December 4, 2006 and June 28, 2010 by and between Associated General Contractors of California, Inc., and the NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS of the LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO.

THIS AGREEMENT

WITNESSETH:

Section 1 - General Provisions

A. Definitions

- (1) The term "Employer" shall refer to Associated General Contractors of California, Inc.
- (2) The term "Union" shall refer to the Northern California District Council of Laborers.
- (3) This Agreement shall apply to any employee who performs work falling within the presently recognized jurisdiction of those Local Unions of the Laborers' International Union of North America affiliated with the Northern California District Council of Laborers; except that this Agreement shall not apply to superintendents, assistant superintendents, general foremen, civil engineers and their helpers, timekeepers, messenger persons, confidential employees and office help.
- (4) This Agreement shall apply to Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the Northerly boundary of San Luis Obispo County, and the Westerly boundaries of Inyo and Mono Counties, which includes the following counties; Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta,

Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

- (5) Any Individual Employer not signatory to both the Laborers' Landscape Irrigation/Site Work Agreement and Laborers' Master Agreement shall agree that whenever work is performed which is covered by the terms of the Laborers' Master Agreement for the forty-six (46) Northern California Counties, the provisions of that Agreement shall be fully applicable to and binding upon the Individual Employer.

B. Coverage and Description of Laborers' Work Covered by this Agreement

- (1) This Agreement shall cover all work coming within the recognized jurisdiction of the Laborers' International Union of North America and all work within the definition of the Landscape Industry described as follows:

Landscaping, such as decorative walls, pools, ponds, reflecting units, lighting displays (low voltage), handgrading landscaped areas, tractor grading landscaped areas, finish grading landscaped areas, spreading topsoil, gravel, decomposed granite or rock, building mounds; trenching for irrigation or drainage work (manual or power), layout for irrigation, backfilling trenches (manual or power); laying asphalt; planting shrubs, trees and vines by hand or with necessary equipment; setting boulders; seeding lawns; laying sod; using ground covers, such as flatted plant materials, rock rip rap, rock, crushed rock, pea gravel or any other landscapable ground covers; installation of header boards and cement work in conjunction with installation of landscape and irrigation such as concrete flatwork, planters, cement mowing edges, etc.; soil preparation, such as installing wood shavings, fertilizers, organic, chemical or synthetic; top dressing ground cover areas with bark or any wood residual or other specified top dressing, and all equipment, motorized or not, used in connection with landscape, site work or irrigation will be deemed "tools of the trade."

- a. In addition to the above paragraph, landscape shall include but not be limited to all work involved in the distribution, laying, and installation of landscape irrigation pipe, regardless of the material made of, the installation of low voltage automatic irrigation and lawn, turf, field, and golf course sprinkler and irrigation 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.
- b. 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.
- c. Start-up testing, flushing, purging, water balancing, placing into operation of piping equipment, fixtures and appurtenances installed under this Agreement.

- d. 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.
- e. All piping for ornamental stream beds, drainage, waterways and swimming pools.
- f. All temporary irrigation and lawn sprinkler systems.
- g. Erosion Control Work.
- h. Installation of playground equipment.
- i. Installation of all recreational surfaces including, but not limited to, poured rubber, bonded rubber, rubber mulch, rubber tile, synthetic grass, and engineered wood fiber.

The work covered by the terms of this Agreement includes the driving of vehicular equipment and the delivery and distribution of materials to and from jobs in and around all jobsites except for routine deliveries. "Routine" landscape maintenance involving gardening and horticulture that is not part of a "new construction project," under a construction contract or subcontract, will not be considered covered work.

Section 2 Bargaining Representatives

- A. The Union has requested recognition as the Section 9(a) representative of the employees performing Laborers' work covered by this Agreement and has demonstrated or offered to demonstrate through authorization cards that it has the support of the majority of these employees. The Employer and each Individual Employer expressly acknowledge that they and each of them have satisfied themselves that the Union and/or each of its local affiliates represents a majority of the employees employed to perform Laborers' work and agrees that the Union and/or each of its constituent Locals is the collective bargaining representative of such employees. The Employer on behalf of itself and each of its members and each Individual Employer specifically agrees that it and they are establishing or have established a collective bargaining relationship by this agreement within the meaning of Section 9(a) of the National Labor Relations Act of 1947, as amended. The Union is recognized as the sole and exclusive bargaining agent for itself, the Northern California District Council of Laborers and all of its affiliated Local Unions.

Any dispute concerning this section shall be resolved by a mutually agreed upon neutral Arbitrator pursuant to the procedures set forth in Section 9 (Grievance Procedure) of this Agreement, either during the term of this Agreement or anytime thereafter, whenever the issue is raised by either party. The Employer, on behalf of itself and each of its members and each Individual Employer, specifically agrees that the neutral Arbitrator may order (as the Arbitrator deems appropriate) the parties to bargain in good faith for any period following a written

notice of termination of the Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated.

B. Employers' Recognition of Union as Collective Bargaining Representative of Employees.

The Employer hereby recognizes and acknowledges the Northern California District Council of Laborers of the Laborers' International Union of North America, as the collective bargaining representative for the employees in the area aforementioned covering the jurisdiction of the Union.

C. Access to Project.

A Union Representative shall have access to construction projects during working hours for the purpose of checking the manner of compliance with which the terms of this Agreement are being complied.

Section 3 - Employment and Discharge

A. Union Security

(1) Every person performing work covered by this Agreement who is a member of the Union and in the employment of the Individual Employer on work covered by this Agreement on the effective date of this subsection 3A shall, as a condition of employment or continued employment, remain a member in good standing of the Union in the appropriate Local Union of the Union. Every person covered by this Agreement and employed to perform work covered by this Agreement shall receive pay according to this Agreement by the Individual Employer and shall be required, as a condition of employment, to apply for and become a member of and to maintain membership in good standing in the Union in the appropriate Local Union of the Union which has territorial jurisdiction of the area in which such person is performing work on or after the expiration of eight (8) days of employment on such work following the beginning of such employment on the effective date of this revised subsection 3A, whichever is later. Membership in any such Local Union shall be available to any such person on the same terms and conditions generally applicable to other members.

If Federal law is hereafter amended to permit a lesser requirement for Union membership or Union membership as a condition of employment than provided in this subsection, the Employer and the Union will promptly enter into negotiations with regard to such subject.

(2) Employer shall be required to discharge any employee pursuant to this subsection 3A only when a written notice from the Union or Local Union, with an immediate copy of such notice to the Union, of such employee's non-compliance with this subsection, stating all pertinent facts showing such non-compliance, shall have been served upon Employer and a reasonable time (not to exceed 48 hours) has been allowed for compliance therewith.

B. Employment

- (1) The Union or Local Union shall maintain open and nondiscriminatory hiring halls for the use of workers desiring employment on work covered by this Agreement and such workers shall be entitled to use such hiring halls. It is mutually agreed by the Employer and the Union to fully comply with all of the provisions of Title 7 of the Civil Rights Act of 1964, Presidential Executive Order #11246, the Americans with Disabilities Act of 1990, and the California Fair Employment Practices Section, to the end that no person shall, on the grounds of sex, race, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination by not having full access to the contents of Section 3 of this Agreement. (A list of Local Unions, their telephone numbers and daily dispatching hours is attached hereto as "Schedule A" for convenience only.)

The Union shall retain full power to change the location of any hiring hall listed herein, to change the daily dispatching hours listed herein or to cause the merger, amalgamation or consolidation of any two or more hiring halls listed herein. The Union shall give notice in writing to the Employer whenever any such change, merger, amalgamation or consolidation becomes effective. If the Employer desires a location of a hiring hall or daily dispatching hours other than as specified herein, notice of such desire shall be given to the Union in writing and the Collective Bargaining Representative shall promptly enter into negotiations with regard to such subject.

- (2) Each person desiring employment shall register through such hiring hall by appearing personally and by indicating his/her name, address, telephone number, Social Security Account Number, qualifications and employment desired, or by telephone in those Local Unions permitting telephone registration. Each such person shall be listed numerically in the order in which he/she registers.
- (3) No person shall be entitled to have his/her name placed on any employment list which is applicable to a particular type or classification of work unless he/she has been employed in such type or classification of work for six months consecutively or accumulatively within a period of three (3) years immediately preceding the date of his/her registration.
- (4) Employer shall contact the appropriate hiring hall of the Local Union having work and area jurisdiction for all workers as he/she may from time to time need, and the Local Union shall furnish to Employer the required number of qualified and competent workers of the classifications needed by Employer in accordance with the provisions of this subsection 3B, if such workers are available.
- (5) When requesting workers, Employer shall submit job orders indicating the number of persons desired, qualifications of each person desired, the location of the job, the reporting date and time and the representative of Employer to be contacted on the job site.

- (6) The appropriate hiring hall of the Local Union of the Union having work and area jurisdiction will furnish in accordance with the request of Employer such qualified and competent workers of the classifications needed from among those entered on said lists to Employer by use of a written referral in the following order of preference.

Persons shall be referred in the order in which they are registered if their registration indicates that they are qualified for and desirous of taking such referral, unless they are not available for referral, subject to the following conditions:

- (a) Notwithstanding any other provision of this Agreement, Employer may request a person by name, out of order, and such person must be dispatched if such person is registered on the out-of-work list and if such person was employed previously by Employer or member of a joint venture within three (3) years prior to such request within the territorial jurisdiction of the appropriate Local Union of the Union.
- (b) In addition to requests permitted by the provision of Subsection 6(a), Employer may request any person registered on the out-of-work list out of order for any reasons; provided, however, that at no time shall any job contain more than fifty percent (50%) of persons requested under subsection 6(b). It will not be a violation of this Agreement for an owner (1 person) to perform Laborers' work when needed provided that said owner is performing work with at least one (1) additional laborer on the job site.
- (c) Any Local Union may, at its option, permit a percentage of individual requests greater than fifty percent (50%) on any job. Such permission shall not be deemed a violation of this Agreement.
- (d) Notwithstanding the above, the mobility of all employees who have been employees of Employer for a period of three hundred sixty (360) hours out of the immediate preceding six (6) months shall not be restricted for any reason subject to Section 3A, Union Security. In order for Employer to exercise the mobility provisions set forth in this paragraph, Employer shall:
 - (1) Provide the appropriate Local Union with a current list of names and Social Security Numbers of those employees who are eligible for mobility, prior to any employee being moved; and
 - (2) The Employer shall notify the appropriate Local Union of a job or project of more than five (5) day's duration.
 - (3) In cases where the Employer is found to have dispatched certain employees not eligible for mobility to a job site as defined herein, then the local Union having jurisdiction in

the project area shall notify the employer of such violation or error. The employer, upon notification by the Union, shall within one working day, correct said violation or error to the satisfaction of the Union. Additional laborers shall be obtained in accordance with the hiring hall procedures from the Local Union in the area where work is performed. All laborers shall have in their possession proof of proper dispatch and Union status which shall be produced upon request of Local Union representative in the area where the job is located. Any violation not resolved to the mutual satisfaction of the parties shall be subject to Section 9 of this Agreement.

- (4) No Employee of the employer shall suffer loss of mobility for a break in service of two (2) months or less with the employer if the break in service is due to illness, extended vacation or winter shutdown.
- (e) No person shall be dispatched pursuant to the provisions of subsection 6(a), 6(b) or 6(c) of this Section unless Employer's request is in writing, dated, is signed by an appropriate management representative, specifies whether the person is a rehire and names the job for which rehire is requested.

Second, persons who, within five (5) years immediately preceding the job order, performed work covered under this Agreement in the geographical area covered by this Agreement in the order in which they registered.

Third, persons who are registered in the order in which they registered by qualification.

- (7) Available for employment shall mean: All persons eligible for referral shall be present at the hiring hall or present at their residence or mobile phone (during dispatching hours, unless excused for the following reasons) in those Local Unions permitting telephone dispatch:
 - (a) When a death occurs in the immediate family or other close family member, from the date of death and not exceeding one week after the date of burial, however, they shall produce bona fide proof of such death.
 - (b) Persons on jury duty, providing they produce bona fide proof that they are serving on a jury.
 - (c) Persons temporarily serving in the U.S. Military Reserve, providing they show bona fide proof of such service.
 - (d) Attendance at Workers' Compensation Hearing or any administrative or court appearance upon a showing of *bona fide* proof of a required appearance.

- (e) Hospitalization or medical treatment of the member or an immediate family member requiring the attendance or involving family responsibilities of the member (for up to one week) upon appropriate proof.
 - (f) Confinement of a spouse because of pregnancy and the anticipated imminent delivery of a child (for up to one week) upon appropriate proof.
 - (g) Training sponsored by the District Council upon appropriate proof.
- (8) When ordering workers, Employer will give notice to the appropriate hiring hall of the Local Union, if possible, not later than 2:30 p.m. of the day prior (Monday through Friday) or, in any event, not less than seventeen and one-half (17-1/2) hours, if possible, before the required reporting time. In the event that forty-eight (48) consecutive hours after such notice (Saturday, Sundays and recognized holidays excluded), the Local Union shall not furnish such workers, Employer may procure workers from any other source or sources. If workers are so employed, Employer shall promptly report to the appropriate hiring hall of the Local Union, in writing or by phone with written confirmation within forty-eight (48) hours, the name, address and Social Security Account Number of the employee procured from such other source or sources and the date of employment and the location of the job on which he/she is employed. Workers who report on the first day are to be paid from the time they report to Employer's designated location.
- (9) Dispatching hours shall be as specified in subdivision (1) of this subsection 3B or as specified in the notice or notices submitted pursuant to subdivision (1) of this subsection 3B. In emergency cases, individuals may be dispatched other than at such dispatching hours.
- (10) Each person, upon being referred, shall receive a written referral to be transmitted to the Employer representative at the job site indicating the name, address, Social Security Account Number, type of job, date of proposed employment and date of referral.
- (11) To insure the maintenance of a current registration list, all persons who do not re-register or answer roll call, as the case may be, on each regularly scheduled roll call day (which shall not be more often than once a week), shall be removed from the registration list unless excused in accordance with subsection 3B(7). Any person may re-register by phone and must be personally present at the phone during dispatch hours. If a referral is made by phone, a written dispatch slip must be sent to Employer and worker. Any person who is permitted to register by telephone under this subsection 3B must appear personally at the appropriate hiring hall on roll call day. If such persons re-register or answer roll call pursuant to the provisions of this Section, they shall maintain their previous position on such list, subject to the provisions of subsection 12 of subsection 3B following, such person shall not be entitled to the position he/she held prior to his/her elimination in the event

he/she re-registers or answers roll call, as the case may be. Persons will be excused from answering roll call only for the reason enumerated in subsection 3B (7).

- (12) Persons shall be eliminated from the registration list for the following reasons:
 - (a) Dispatched to a job - except that any person who is rejected by Employer or who fails to complete four (4) full days (thirty-two (32) hours, accumulated from Individual Employers) of work and/or pay shall retain his/her position on said list; provided, no person who is rejected by Employer shall be re-referred to Employer with respect to the same request pursuant to which he/she was initially referred.
 - (b) Failing to accept suitable employment one time during the current week at the time of dispatch. Employment which cannot be reached by an individual because of lack of transportation shall not be deemed suitable to him/her.
 - (c) Unavailable for employment.
 - (d) Any person dispatched to a job who fails to report for work.
- (13) Notwithstanding the provisions of this Section 3B, upon the same notice as required in 3B (6)(E) being given to the appropriate Local Union of the Union, Employer shall have complete freedom to employ the first key laborer.
- (14) Subject to the provisions of this Agreement, Employer shall have complete freedom of selectivity in hiring and Employer retains the right to reject any job applicant referred by the Union for just cause including but not limited to persons unable to produce legal residence documentation as required under the Immigration Reform and Control Act of 1986. In the event Employer receives two (2) referrals from the Local Union not meeting the skill requirements of the hiring request, Employer shall be free to secure such skilled person from any available source subject to Section 3A of this Agreement.
- (15) The Local Unions and the Union shall post in places where notices to applicants for employment with the Employer are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in this Section, and Employer shall similarly post in places where notices to employees and applicants for employment are customarily posted, a notice of the hiring arrangements set forth in this Section.
- (16) Selection of applicants for referral to jobs pursuant to this Agreement shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union

membership, policies or requirements, provided that the provisions hereof shall not modify or qualify the requirements of subsection A of this Section 3.

- (17) Any person aggrieved by the operation of the hiring hall shall submit his/her grievance to the permanent hiring hall neutral arbitrator provided that such submission is made in writing stating the reasons for the grievance within ten (10) working days after the occurrence of the grievance.

The Arbitrator shall have full power to adjust the grievance, and his decision thereon shall be final and binding upon the person submitting the grievance and all parties hereto. Forms for the submission of any such grievance shall be available at all times in the office of the Union and each Local Union.

The permanent hiring hall neutral arbitrator shall be William Engler and notices required by this Section shall be mailed or delivered to 515 Maple Avenue, San Bruno, CA 94066. The date of this postmark and/or date of delivery of the grievance, whichever is later, shall toll the running of the ten (10) day period. The costs of arbitration shall be borne equally by the Employer and the Local Union regardless of who the Local Union Employer is.

- (18) The Union recognizes the need of the Individual Employer to have access to Union dispatched Laborers on an expedited basis and the Individual Employer recognizes the Union's obligation to operate a fair and efficient hiring hall. Notwithstanding the other provisions of this article, if the Individual Employer contacts the Local Union after posted dispatch hours and requests workers to be dispatched to a job site within twenty-four (24) hours of the Individual Employer's call to the Local Union (and the Individual Employer does not request the Laborer by name pursuant to subsection 6(a) or subsection 6(b) above), then the Local Union shall dispatch the person nearest the top of the out-of-work list who is present at the Local Union hiring hall, and if no Laborer is present, the person nearest to the top of the out-of-work list who can be contacted by telephone. If the Local Union is unable to contact a registrant by telephone after one (1) telephone call, the Local Union shall call the next qualified person on the list. A person who is not present at the Local Union hiring hall or reachable by telephone for an expedited dispatch under this section shall not be eliminated from the out-of-work list.

C. Discharge

No employee shall be discharged or discriminated against for activity in or representation of the Union or any Local Union. The Local Union shall be the sole judge of the qualifications of its members.

Employer shall be the sole judge of the qualifications of all of their employees, and may on such grounds, discharge any of them. After thirty-two (32) hours of employment, no employee shall be discharged without just cause. In the event of

discharge without just cause, the employee shall, if he/she so desires, be reinstated with payment for time lost. In the event of a dispute, the existence of "just cause" shall be determined under the grievance procedure provided for in Section 9 hereof. In the event of reinstatement, the amount of back pay awarded under Section 9 hereof may not exceed 90 days unless the grievant was employed by Employer who discharged him/her for more than 1500 hours in the two (2) years preceding the date of discharge.

During the first thirty-two (32) hours, the Individual Employer may reject or discharge any employee for any reason.

- D. Employer may notify the Local Union hiring hall of all employees who have quit, or been terminated or recalled during the week. Such notification may be on a written form which will include the following information:

NAME OF EMPLOYER COMPANY
NAME OF EMPLOYEE
DATE OF TERMINATION
DATE OF RECALL
REASON FOR TERMINATION

- E. No employee may be transferred from Employer's payroll to another employer's payroll except in accordance with subsection 3B, except any transfer to and/or from a joint venture of which Employer is a partner.

Section 4 - Show-Up Time.

When an employee reports for work and there is no work provided by Employer, he/she shall be paid two (2) hours show-up time at the applicable rate plus subsistence where applicable, provided, however, no show-up time will be payable to any person who reports for work without the necessary and legally required documentation to establish work right status under applicable Immigration and Naturalization Laws. If work is suspended on account of weather conditions, the employee shall be entitled to show-up time only if he/ she remains on-the job site for two (2) hours pending abatement of such weather unless sent home earlier by Employer.

If work is to be suspended for any reason, the employee shall be notified at least two (2) hours before being required to report for work. The employee shall keep Employer informed at all times of his/her correct address, and if he/ she has a telephone, his/her telephone number. If an employee does not keep Employer so informed, Employer shall be relieved of the duty of giving such notice and further he/she shall not have to pay such employee show-up time. Radio and/or TV notice is acceptable on remote projects as means of notification providing the Union is notified in writing at the commencement of the job.

Section 5 - Higher Wages

No employee receiving a higher rate of pay shall suffer a reduction of pay by reason of the execution of this Agreement.

Section 6 - Lunch Time, Rest Periods, & Heat Illness Preventative Recovery Period

- A. There shall be a regularly established meal period. The meal period shall be one-half (1/2) hour and shall be scheduled to begin not more than one-half (1/2) hour before and completed not later than one (1) hour after the midpoint of the regularly scheduled hours of work of each Employee's shift.

If the Individual Employer requires the Employee to perform any work through his/her scheduled meal period, the Employee shall be paid at the applicable overtime rate for such meal period and shall be afforded an opportunity to earn on the Individual Employer's time. However, no Employee shall be required to work more than five (5) hours without time off for a meal period, which shall be not less than one-half (1/2) hour.

Any Employee required to work more than two (2) hours overtime at the end of a shift shall be permitted a one-half (1/2) hour meal period for which he/she shall receive regular overtime pay. No work shall be performed by him/her during such meal period. (Meal periods may be staggered from the 10th to the 11th hour.)

- B. Employees shall be authorized and shall be permitted to take a total of ten (10) minutes during each four (4) hour segment of their assigned work shift for a rest period.

There shall be no formal organized rest periods during working hours and as far as practicable the break will be taken as near to the middle of each four (4) hour work segment as possible. Rest periods shall be scheduled in a manner so as not to interfere with workflow or continuous operations and Individual Employers shall be able to coordinate the timing of each ten (10) minute rest break with their Employees to assure the continuity of work. Employees shall be required to remain in their respective work area, or to take their rest period in a specific area designated by the Individual Employer. The second rest period may be added to the end of meal period or workday when working conditions so dictate as determined by the Individual Employer. Employees who work more than ten (10) hours shall be authorized and permitted three ten (10) minute rest periods.

It is understood that the Employee will take his/her appropriate rest period unless the Individual Employer specifically directs the Employee not to take this rest break due to operational requirements. Employees are required to notify their supervisor whenever they are unable to take their rest periods.

If an Individual Employer fails to authorize and permit an Employee with a rest period as provided herein, the Employee shall be paid a penalty payment equal to one (1) hour at his/her applicable hourly wage rate excluding fringe benefits for all missed rest periods that day.

- C. A heat illness preventative recovery period of no less than five (5) minutes shall be made available in order to prevent heat illness.

Employees believing a preventative recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with

shade that is either open to the air or provided with ventilation or cooling or provided for a period of no less than five minutes. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of misting machines) may be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative recovery period in accordance with this Section, the Individual Employer shall pay the Employee one additional hour of pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No employee shall be discriminated against for exercising his rights pursuant to this Section.

- D. All disputes concerning meals, rest periods and/or heat illness preventative recovery periods are subject to the Grievance Procedures in Section 9 of the Agreement and must be brought to the attention of the Employer, in Writing, by the Union or Employee within ten (10) working days of the alleged violation. Decisions resolving disputes arising out of the Grievance Procedures shall be final and binding upon both parties.

Section 7 - Records

- A. Employer shall provide a proper means for registering the reporting, quitting time, and as supplied by the employee, the address and telephone number of all employees covered by this Agreement. In the event of a dispute, such records shall be accessible to the business representative of the Union or Local Union during working hours.
- B. Employer, upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than ten (10) working days after demand.
- C. The Employer, if found to be delinquent as a result of an audit, will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages.
- D. All delinquent contributions shall bear simple interest at a rate of one and one half percent (1.5%) per month until receipt of payment.
- E. Subject to accounting verification liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty (\$150.00) dollars per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions.

- F. The cost of any audit shall be borne by the Employer if the delinquency disclosed by the audit in is excess of one thousand dollars (\$1000.00) and is not the result of a clerical error.
- G. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

Section 8 - No Cessation of Work

It is mutually agreed and understood that during the period when this Agreement is in force and effect, the Union or any Local Union will not authorize any strike, slow-down, or stoppage of work in any dispute, complaint, or grievance arising under the terms and conditions of this Agreement, except such disputes, complaints, or grievances as arise out of the failure or refusal of Employer to comply with the provisions of the hiring clause, subsection 3A or B hereof, or as permitted under Section 28B and C hereof or whenever Employer pays workers improperly with checks which do not clear for collection.

If Employer shall fail or refuse to comply with the provisions of the sections specified herein, so long as such failure or refusal continues it shall not be a violation of this Agreement if the Union or any Local Union withdraws its members who are subject hereto from the performance of any work for Employer, and such withdrawal for such period shall not be a strike or work stoppage within the terms of this Agreement. In the event that any employees of Employer should be withdrawn by reason of any dispute, complaint, or grievance arising out of the violation of any similar hiring clause in any agreement between Employer and any other Union, then the Union or any Local Union may respect such withdrawal and for the period thereof may refuse to perform any work for Employer, and such refusal for such period shall not be a violation of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Section 9 - Grievance Procedure

Any dispute concerning the interpretation or application of this Agreement, other than a jurisdictional dispute or a dispute arising out of Section 3A or B, or a dispute covered by subsection 13C(4), or a dispute of Section 28 — Health & Welfare, Pension Plan, Vacation-Holiday-Dues Supplement Plan, or Training and Retraining Plan) which said Sections and the Subsections thereof are specifically exempted by the provisions of this Section, the following procedure will apply:

1. In the event that a dispute arises on a job, it shall be first reported to Employer and/or the Business Agent of the appropriate Local Union who shall then attempt to adjust said grievance or dispute at the job site level.
2. The grieving parties shall specify the date(s) of the alleged violation(s) and the provision(s) of the Agreement applicable to the dispute.

3. If said grievance or dispute is not satisfactorily adjusted by the appropriate Local Union or otherwise authorized Union Representative and Employer or his/her representative within three (3) days after submission to Employer, the matter may be submitted by either party to a permanent Board of Adjustment created for the settlement of such disputes.
4. The Board of Adjustment shall be composed of two (2) members named by the Union, two (2) members named by the Employer and an Impartial Arbitrator. At any point in the proceedings, should the panel be unable to reach a majority vote, the Arbitrator shall participate and his decision shall be final and binding.
5. In addition to any rules or procedures which the panel may adopt, the Board of Adjustment shall be governed by the following provisions:
 - (a) No attorneys shall be utilized unless either party advises the other of its intent to do so within a reasonable time in advance of the hearing.
 - (b) No briefs shall be submitted nor, a transcript made of the hearing except by mutual agreement of the parties or by direction of the Arbitrator.
 - (c) In the case of a deadlock, the Arbitrator shall render his decision upon the conclusion of the case at the Board of Adjustment hearing unless the time is extended by mutual agreement of the parties or at the request of the Arbitrator, in which case the Arbitrator shall render a decision not later than thirty (30) days after submission. The Arbitrator shall not render an expanded opinion in any case unless requested by the parties.
 - (d) The parties shall select and utilize one (1) permanent impartial arbitrator who is willing to abide by the procedures set forth herein. The impartial arbitrator may be changed or replaced at the request of either party.
6. The Board of Adjustment shall meet not less than once each calendar month with the exception of discharge cases which must be heard at the earliest possible date not to exceed fifteen (15) working days. Failure of either party to meet or participate in the procedure shall relieve the charging party of further compliance with the grievance procedure.
7. Decisions of the Board of Adjustment or an Impartial Arbitrator shall be within the scope and terms of this Agreement and shall be final and binding upon all parties hereto. The Board of Adjustment or an Impartial Arbitrator shall only have jurisdiction and authority to determine the meaning, application of, or compliance with the provisions of this Agreement and shall not have jurisdiction or authority to add to or detract from, amend, modify or alter in any way the provisions of this Agreement or its intent. Decisions or awards by the Board of Adjustment or an Impartial Arbitrator also shall not include remedies pertaining to outside statutes, rules, and/or regulations.
8. In the event Employer fails to comply with any such decisions, the Union may withdraw employees or strike the Employer and such action shall not be a violation of this Agreement so long as such noncompliance continues.

9. The expenses of the Joint Adjustment Board and the Impartial Arbitrator, including the cost of a court reporter, shall be borne by the Contract Administration Trust Fund.
10. No proceedings hereunder based on any dispute, complaint or grievance herein provided for, shall be recognized unless the grievance procedure steps outlined above have been followed. The Board of Adjustment may, by majority vote, for good cause, accept a late submission.
11. The Board of Adjustment shall establish regular meeting dates and administer grievances filed in conjunction with this Section as set forth in the rules and procedures which may be amended from time to time by the parties.
12. A decision of the Board of Adjustment by majority vote, or the decision of a permanent arbitrator shall be enforceable by a petition to confirm an arbitration award filed in the Superior Court of the City and County of San Francisco, State of California.
13. All hearings of the Board of Adjustment shall be in the County of Contra Costa and/or County of Alameda, unless mutually agreed to move to another location.
14. No proceedings hereunder based on any dispute, complaint, or grievance herein provided for shall be recognized unless adequate notice was given to the Employer and/or Union or Local Union within ten (10) days after the alleged violation was committed.
15. In the case of discharge, the Board shall meet within fifteen (15) working days. The Board of Adjustment or Arbitrator shall be free to sustain the discharge or to find discipline other than discharge to be appropriate and may order reinstatement with full or partial back pay as he or it deems appropriate provided there shall be no discrimination on the part of Employer against any employee for activities in behalf of, or representation of the Union not interfering with the proper performance of his/her duties.
16. If failure of a Board of Adjustment to meet on a discharge case within fifteen (15) working days is due to the unavailability of the Union, the wage payment and Trust Fund contribution liability shall be limited to the above fifteen (15) working days. If the Employer is unavailable to meet the wage payment and Trust Fund contribution, liability shall be continuing.
17. The Board of Adjustment shall settle any dispute or grievance involving a subcontractor as defined in Section 11 who has agreed under contract with the Employer, or a subcontractor of the Employer, to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment, performance of labor and installation of materials.

When liabilities are assessed against a subcontractor for hiring violations as a result of a Board of Adjustment held under the provisions of Paragraph 17 and said subcontractor fails to satisfy said obligations, the Union shall promptly give written notice to Employer and subcontractor and Employer shall pay such obligations from the retention of such subcontractor.

Section 9A - Contract Administration

A trust fund entitled "The Contract Administration Trust Fund" shall be used to provide compensation to the Employer for negotiations and administration of the provisions of this Agreement, including Section 9, for the Industry. The contribution into a contract administration trust fund shall not exceed eight cents (\$.08) per hour for each hour paid for or worked. The Trust Fund shall be administered solely by Trustees selected by the Employer in accordance with a trust agreement to be executed by the Employer. The contribution as described above shall commence with the work month following notice by the Laborers Northern California Trust Fund Corporation to the Employer. The Union shall have the right, not more than one (1) time per year, to independently audit the Trust Fund.

Section 9B – Industry Stabilization Fund

The Individual Employer shall contribute thirteen cents (\$.13) per hour for each hour paid for or worked by workers in work covered by this Agreement to the Industry Stabilization Fund. Of the thirteen cents (\$.13) per hour, five cents (\$.05) per hour is earmarked for California Alliance for Jobs, seven cents (\$.07) per hour to the Foundation for Fair Contracting, and one cent (\$.01) per hour is earmarked for the Construction Industry Force Account Council (CIFAC).

The purpose of such funds shall be to enhance the monitoring of public works wage and hour laws. Such contributions shall continue until written notice by the parties signatory hereto. Such trust fund shall be administered jointly by the signatory parties.

Section 10 - Payment of Wages

- A. Each employee shall be paid wages in full each week before or at quitting time on the Employer's regular pay day unless specific arrangements to the contrary are made in writing between Employer and appropriate Local Union of the Union. Employees who quit or are laid off or discharged shall be paid in accordance with the laws of the State of California.
- B. Each employee shall be given a statement with Employer's name and address, itemizing the employee's gross amount earned, hours worked, Social Security tax, withholding tax and all other deductions, also a statement of hours applicable to Health and Welfare, Pension, Vacation-Holiday-Dues Supplement and Training and Retraining/Apprenticeship Plans.

Section 11 - Subcontractors

The terms and conditions of this Agreement insofar as it affects the Employer shall apply equally to any subcontractor of any tier under the control of, or working under oral or written contract with such Employer on any work covered by this Agreement to be performed at the job site or job yard, and said subcontractor with respect to such work shall be considered the same as the Employer covered hereby. Subject to the provisions of this Section and any other Section of this Agreement applicable to subcontractors, if Employer shall subcontract work herein defined, such subcontract shall state that such subcontractor agrees to be bound by and comply with the terms and provisions of this Agreement. A subcontractor is defined as any person, firm or corporation who agrees

under contract with the Employer, or a subcontractor of the Employer, Employer to perform on the job site any part or portion of the construction work covered by the prime contract, including the operation of equipment performance of labor and installation of materials. Employer has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should Employer elect to subcontract, Employer shall continue to have such primary obligation. Said primary obligation shall be deemed conclusive evidence of the Unions majority status for the purpose of establishing the obligation of Employer to bargain collectively pursuant to Section 8(a)(5) of the National Labor Relations Act as amended with the Union upon expiration of this Agreement, but for no other purpose, statute or law.

An Employer who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments required by Section 28 (Health and Welfare, Pension/Annuity, Vacation-Holiday-Dues Supplement and Training-Retraining/Apprenticeship Funds), except as follows:

The Employer will give written notice to the Union of any subcontract involving the performance of work covered by this Agreement within five (5) days of entering such subcontract, and shall specify the name and address of the subcontractor. Written notice at a pre-job conference shall be deemed written notice under this provision for those subcontractors listed at the pre-job only. Notification to the Union of any subcontractor not listed in writing at the pre-job must still be given in accordance with this paragraph.

If thereafter such subcontractor shall become delinquent in the payment of any wages or benefits as above specified, the Union shall promptly give written notice thereof to Employer and to the subcontractor specifying the nature and amount of such delinquency.

If such notice is given, the Employer shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring within seventy-five (75) days prior to the receipt of said notice from the Union, and Employer may withhold the amount claimed to be delinquent out of the sums due and owing by Employer to such contractor.

In the event Employer fails to give written notice of a subcontract as required herein, such Employer shall be liable for all delinquencies of the subcontractor on that job or project without limitation.

Employer shall not be liable for any such delinquency if the Local Union where the delinquency occurs refers any employee to such subcontractor after giving such notice and during the continuance of such delinquency. The provisions of this Section 11 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractor's clause, including its enforcement, may be enforced by or subject to strike action.

Section 12 - Conflicting Contracts

Any oral or written agreement between Employer and an individual employee, which conflicts or is inconsistent with this Agreement, or any supplemental agreements hereto,

disestablishes or tends to disestablish relationship of Employer and employee, or establishes a relationship other than that of Employer and employee, shall forthwith terminate. No oral or written agreement which conflicts or is inconsistent with this Agreement, or any supplemental agreements thereto, shall hereafter be entered into by and between Employer, and any individual employee performing work covered by this Agreement. Any practice of the Employer contrary to this Agreement shall forthwith terminate. Any such future practice shall not be binding on the Union or effect the interpretation of this Agreement unless specifically authorized by the Union in writing.

Section 13A - Elimination of Restrictions on Production

No rules, customs or practices shall be permitted that limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor-saving devices.

The Union and Employer recognize that drug and alcohol abuse by employees shall not be tolerated for safety reasons.

The Union agrees to cooperate with Employer in establishing drug and alcohol abuse policies to the extent legally possible.

Management Rights Regarding Substance Abuse:

Notwithstanding any other provisions of this agreement, the Employer expressly reserves the right, in its discretion, to undertake the following measures:

- (a) In the sole discretion of the employer, requiring covered employees to submit to physical examination by competent medical personnel to determine whether there is a probability that the employee is suffering from any physical impairment which might cause the employee to be a safety hazard to him/herself or others, or which might cause the employee to be unable to perform assigned tasks within the coverage of this agreement in a prompt and competent manner. Such tests may include, in the discretion of the employer, such tests of the employee's bodily fluids as the employer may reasonably believe will elicit evidence of the employee's use of substances which are reasonably likely to alter or impair the employee's ability to perform his/her duties in a prompt, competent and safe manner.
- (b) Implementation of rules regarding the discipline and/or discharge of any employees that the employer determines, as a result of the tests described in subparagraph (a), are reasonably likely to become voluntarily impaired or disabled from the safe performance of their work tasks as a result of the ingestion of alcohol or performance-impairing drugs.
- (c) Employer may initiate unannounced random testing, a selection process where affected employees are selected for testing and each employee has an equal chance of being selected for testing. If Employer initiates such testing, all Employees shall be subjected to such testing. The Employer may establish two random testing pools, one for D.O.T. regulated employees and one for all others. Employer who initiates random testing shall specifically state in its notice to the Union and its notice to Employees that Employees will be subject to random

testing. Employer shall give thirty (30) days notice to the Union and employees prior to implementing a random drug testing program.

- (d) Implementation of a voluntary employee assistance program to provide counseling, therapy and monitoring of those employees who request employer assistance in controlling and overcoming problems related to the use of drugs and alcohol.

Disputes arising from the implementation of the provisions of this paragraph shall be subject to the grievance procedures set forth in Section 9 of this Agreement.

Section 13B - Protective Clothing

Employer shall furnish the necessary goggles, hard hats or other protective clothing. Employees working in rain, snow or sleet shall be furnished with waterproof clothing. Employees working in gunite or handling concrete and/or cement shall be furnished rubber boots and gloves. Employees working in mud or water shall be furnished boots. Such equipment shall be furnished by Employer free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before reissue.

Section 13C - Safety

- (1) The Union shall cooperate with Employer and with each employee in carrying out all pertinent rules and regulations dealing with health, safety and welfare of employees promulgated by the Department of Industrial Relations of the State of California. All employees shall perform their duties in each operation in such manner as to promote safe and efficient operations of each particular duty and of any job as a whole.
- (2) All State and/or Federal and/or Local Safety Laws, Standards, Rules and Regulations shall be applicable to all work covered by this Agreement. Employer is solely responsible for implementing and maintaining such Laws, Standards, Rules and Regulations. Neither the Union nor any Local Union is responsible for implementing or maintaining such Laws, Standards, Rules or Regulations.
- (3) Adequate first-aid equipment shall be maintained and provision shall be made for the safety of employees covered by this Agreement on each job by Employer. Employer shall arrange for adequate and prompt transportation to a hospital or doctor for any employee who is injured on the job and may require doctor's care or hospitalization or both. Employer must post the name and address of its doctor and of the Worker's Compensation Insurance carrier on the job site.
- (4) No employee shall be discharged for refusing to work under conditions injurious to his/her health or safety as determined under any rule or regulation of the United States or State of California or any political subdivision. Such determination shall be made by a responsible agent of the State of California or OSHA or any of its political subdivisions, or by a safety inspector from the applicable insurance carrier.

- (5) When drilling holes in rock or other dust producing material with air or power controlled drilling equipment (excluding jack hammer), dust shall be controlled by water, chemical or other suitable means within the maximum acceptable concentration as set forth in the California or OSHA Construction Safety Orders.
- (6) Should the Employer desire a change in variance in the California or OSHA Construction or any applicable Safety Orders, they will notify the Union in writing not less than thirty (30) days prior to making a request for such change.
- (7) Manhaul trucks regularly used for personnel transport, but not designed for this purpose, shall be provided with safe seating and side and end protection to prevent falls. Some convenient means of mounting and dismounting the truck shall be provided. Adequate protection shall be provided during inclement weather. A bell or other means of communication with the driver shall be installed.
- (8) Employees who as a direct result of an on-the-job industrial injury are unable to complete a full day of work shall nevertheless be paid for the full day on which such injury occurred; provided, however, that said injury requires the attention of a licensed physician.
- (9) The Local Union with area jurisdiction shall be notified within twenty-four (24) hours of any industrial injury which results in death or requires hospitalization.

Section 14A - Additional Work or Classifications

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

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

It is not the intent of the parties to provide work where no job exists.

Section 14B - Jurisdictional Disputes

There shall be no cessation or interference in any way with any work of the Employer by reason of jurisdictional disputes between the Union or any other Union affiliated with the AFL-CIO or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America with respect to jurisdiction over any of the work covered by this Agreement. Such disputes will be settled by the Unions, themselves, or submitted to the International Presidents of the Union involved in the dispute for determination. Until such

determination is made and confirmed by the disputing Unions, the work shall proceed as originally assigned by Employer. Craft jurisdiction is neither determined nor awarded by classifications or coverage descriptions appearing in this Agreement.

Section 15 - Pre-Job Conference

There shall be a pre-job conference prior to the start of a job or project, at the option of either party, where the agreed or estimated price to be paid Employer and any of his or its subcontractors if one million dollars (\$1,000,000) or more where construction conditions or remoteness of the project warrant it. Employer shall notify, in writing, the appropriate Local Union of the Union of an award of work within ten (10) days thereof so that a pre-job conference can be arranged.

Section 16 - Agreement Binding Upon Parties

Once Employer is bound by the Agreement, they shall remain bound by the Agreement for the term thereof and shall remain bound by any modifications, extensions or renewals thereto unless that Employer gives appropriate written notice to the Northern California District Council of Laborers prior to the termination of the Agreement.

This Agreement shall be binding upon the heirs, executors, administrators, successors, purchasers and assigns of the parties hereto.

Section 17 - Contracting-Piece Work

No work shall be let or paid for by piecework, contract or lump sum direct with laborers for labor services.

Section 18 - Wages

Wages for General Laborers and for special classifications are set forth in the Supplements attached hereto and made a part hereof as if set forth in full herein and shall be effective on July 1, 2014, and on succeeding anniversary dates as herein provided on all work, both old and new.

- A. Subsistence for employees performing work under the terms of this Agreement is set forth in Supplement No. 6 attached hereto and made a part hereof as if set forth in full herein.
- B. On a job where a Craft with whom the Employer has negotiated a short work week terminates early on Friday, the Employer will keep the laborer employed the balance of the work day when the Employer determines that work is available.
- C. On public work projects where wage determinations exist, such pre-determined wage and fringe rates referenced in the bid specifications shall remain in effect for the duration of said project, provided, however, that each segment let by the Owner shall be deemed the project; provided, further that this provision shall not apply to projects where the formal advertised sealed bid procedure is not used.

Whenever non-signatory and/or non-union contractors appear on a public works plan holder's list and where the prevailing wage determination is less than that which is provided for in the current Master Labor Agreement, the employer signatory to the 2014 - 2019 Laborers' Master Agreement may bid the project pursuant to the prevailing wage determination attached to and part of the bid specifications for that project. Payments to the Health and Welfare Trust Fund shall be maintained at the Laborers' Master Agreement rates. In no event shall wages be frozen for more than thirty-six (36) months on any one project. Employers should notify the appropriate local Union whenever utilizing this provision.

Section 19 - Wages Applicable to Classification

Wage rates shall be recognized as applying to classifications rather than to persons and any worker performing work shall be paid at the rate which the classification of their work calls for, except when it is necessary to temporarily transfer workers from one classification to another, in which event such worker shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day and the half day.

When workers are requested for one classification and this work is no longer available at the rate and type of work they were requested for, then the workers have the right to accept or reject the employment offered. If the worker so desires, worker shall be given a written notice of reduction in force, stating that the classification that worker was originally hired for is no longer available; or worker may have the choice of a lesser rate of pay.

Section 20A - Overtime Rates, Hours and Working Conditions

1. Work Day

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight time rates unless the job or project is on a four-ten (4 x 10) hour day workweek in which case the workday shall be ten (10) consecutive hours (exclusive of meal period) at straight time rates. (If all basic Crafts employed by Employer on the job site and/or contract, are employed on the basis of four-ten 4 x 10 hour day workweek, the Laborers shall work on the same basis).

2. Work Week

On single shift work and on the first shift of a multiple shift operation, five (5) consecutive days of eight (8) consecutive hours (exclusive of meal period), Monday through Friday, shall constitute a week's work except as otherwise provided for in this Agreement. The regular starting time of such shift shall be between 6:00 a.m. and 9:00 a.m.

- (a) Where in any locality, existing traffic conditions, job conditions or weather conditions render it desirable to start the day shift at an earlier hour, not earlier than 5:00 a.m., or a later starting time not later than 10:00 a.m., the Individual Employer is permitted to do so.

- (b) **Special Single Shift:** When Employer produces evidence in writing to the appropriate Local Union or the Union of a bona fide job requirement which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union or the Union by certified mail at least three (3) days prior to the start of such special shift, Employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift), exclusive of meal period, Monday through Friday. Such shift shall be in accordance with the provisions of subsection 5(a) of this Section. Provided, however, if, by direction of the Contracting Authority, the bid specifications require it, or congestive traffic conditions on Fridays are such that work conditions would be unsafe for employees, or counter-productive to the performance of work, the special single shift may commence on Sunday with double (2) time to be paid from the start of the shift to midnight and the applicable straight-time rate paid from midnight until completion of the eight (8) hour special single shift.

NOTE: Special Single Shift rates: Area "A" \$3.00/hr., Area "B" \$2.85/hr. over classification. All current projects are grandfathered. The new Special Shift provisions will become effective when recognized and published by the Department of Industrial Relations for the State of California.

- (c) **Four-ten (4 x 10) Hour Work Week:** Employer may establish a work week of four (4) consecutive days of ten (10) consecutive hours. Applicable overtime rate shall be paid for all work before a shift begins, after ten (10) hours, and on Saturdays, Sundays and holidays. In the event two (2) shifts are employed, ten (10) consecutive hours' work, (on the 2nd shift) exclusive of meal period, shall constitute a shift's work for which ten (10) hours shall be paid at the Second Shift Premium rate. Provided, further, all shifts are worked the same four (4) consecutive days during a four-ten (4 x 10) hour day work week, except as may be changed by mutual agreement. All hours in excess of forty (40) hours in any one (1) week shall be compensated at the applicable overtime rate.
- (d) In the event that work cannot be performed Monday through Friday or Monday through Thursday four-ten (4 x 10) hour day work week) because of inclement weather, major mechanical breakdown or lack of materials beyond the control of the Employer, employees (at their option) may make up such day on Friday or Saturday, whichever the case may be, and shall be paid at the applicable straight time rate.
- (e) Notwithstanding the above, it shall not be a violation of this Agreement to start individual employees at no more than one (1) hour prior to the regularly established starting time.

3. **Shift Work**

On shift work, the day shift, eight (8) hours work for eight (8) hours pay. When two (2) or three (3) shifts are employed for five (5) or more consecutive days, seven and one-half (7-1/2) consecutive hours (exclusive of meal period), shall constitute a day of work, for which eight (8) times the straight time hourly rate

shall be paid for the second shift. The third shift shall be seven (7) hours for eight (8) hours pay. On two (2) shift operations, the first shift shall have a regular starting time not earlier than 5:00 a.m., and not later than 8:00 a.m. On three (3) shift operations, the first shift shall start at 8:00 a.m. Shifts shall run consecutively with not more than one (1) hour break between shifts.

The Friday graveyard shift, though coming off work Saturday morning, is to be considered working Friday. Work performed after 8:00 a.m. Saturday morning shall be deemed Saturday work.

The Saturday graveyard shift, though coming off work Sunday morning, is to be considered working Saturday. Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work. The Sunday graveyard shift, though coming off work Monday morning, is to be considered working Sunday, with the exception that a graveyard shift employee who has worked seven (7) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double (2) time wage rate.

4. Weekends and Holidays:

One and one-half (1-1/2) the regular straight time hourly rate shall be paid for all work on Saturdays (except make-up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays. Employees working a complete shift of shift work on Saturdays, Sundays and holidays shall be paid eight (8) hours of pay at the appropriate overtime rate for seven (7) hours of work on the second and third shift only.

5. Minimum Hours:

(a) From April 1 to November 14, the hours of employment shall be reckoned by the day and half day. From November 15 to March 31, the hours of employment shall be reckoned by the day, three-quarter day and half day. The fraction of a half or three-quarter day to be paid for as a half or three-quarter day. Overtime hours, Monday through Friday, shall be reckoned by the hour and half hour. If after work is begun, work is suspended on account of weather conditions, not less than four (4) hours (or five (5) hours on a 4 x 10 shift) at the applicable rate shall be paid for work performed and any time thereafter shall be reckoned by the hour.

(b) Whenever a worker is called out to work on Saturdays, Sundays or holidays (except on make-up days), they shall be paid at least four (4) hours, five (5) hours on 4 x 10 shift, at the applicable overtime rate. All time worked beyond the first four (4) consecutive hours, five (5) consecutive hours on a 4 x 10 shift, on Saturdays, Sundays and holidays shall be reckoned by the hour at the applicable overtime rate.

On shift work, the above shall apply to workers called out to work on the day shift only. If two or more shifts are employed, the above shall apply except that three

and one-half (3-1/2) hours worked shall be paid as four (4) hours worked, seven (7) hours worked shall be paid as eight (8) hours worked, and hours worked in excess of three and one-half (3-1/2) hours but less than seven (7) hours shall be paid on a pro rata basis, except as modified by 4 x 10 work week.

6. Tide Work:

When an employee or employees are called out to work tide work, the employee shall receive a guarantee of a full shift at straight time. The overtime rate for Saturday, Sunday and holidays or work in excess of eight (8) hours in any twenty-four (24) hour period shall be the same rate of overtime pay as set forth in this Agreement. The hours between 8:00 a.m. and 5:00 p.m. shall be worked at straight time. Work performed between 5:00 p.m. and 8:00 a.m. shall be considered overtime work.

7. Exceptions:

Watchpersons may be required to work any five (5) days out of the week on any shift and may also be required to do job office clean-up work. The overtime rates provided in paragraph 4 of this Section No. 20A shall apply only to watchpersons, cleaning and washing windows, service landscape laborers for work in excess of eight (8) hours in any one day, or forty (40) hours per week.

Employees cleaning and washing windows (after initial cleaning) and service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

When Employer sets up a camp or boarding house on a project, the charge made to the employee for board and room shall not exceed the subsistence rate incurred during a calendar week.

8. Flagpersons:

Any employees such as a flagperson shall be furnished adequate relief for use of toilet facilities.

Section 20B - Parking

In the event free parking facilities are not available within five (5) blocks of a job site, Employer will provide such parking facilities and Employer shall have the right to designate parking areas to be used.

Where, because of congested parking conditions, it is necessary to use public parking facilities, Employer will reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

In the event free parking facilities are not available within five (5) blocks of a job site, Employer will provide such parking facilities and Employer shall have the right to designate parking areas to be used.

Where, because of congested parking conditions, it is necessary to use public parking facilities, Employer will reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement is to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (at a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, Employer shall transport the employees to and from the place where the work is being performed, and such transporting shall be one-half (1/2) on Employer's time and one-half (1/2) on the employee's time.

Section 21 - Status of Foremen

When Employer determines that a foreman is required to supervise a crew of Laborers, he/ she shall be or become a member of this Union in accordance with Section 3A of this Agreement.

Section 22 - Steward

- A. The Union may select an employee on the job as a Steward and he/she shall be a working employee. Written notification shall be given to Employer of such assignment. The Union agrees that the Steward's duties shall be performed as expeditiously as possible and Employer agrees to allow him/her a reasonable amount of time for the performance of his/her duties. Employer will give the Union forty-eight (48) hours advance written notice before terminating the Steward unless the job is completed or he/she is discharged for cause.
- B. The Steward shall be limited to and shall not exceed the following duties and activities:
 - (1) Check the dispatch of each employee dispatched under the terms of this Agreement.
 - (2) Report to his Business Representative all violations of this Agreement.
 - (3) Report to their Business Representative any employee covered by this Agreement who, during his/her shift, leaves the job site without giving Employer and the Steward prior notice.
- C. The Steward shall not:
 - (1) Stop Employer's work for any reason or tell any workers or any employee covered by this Agreement that he cannot work on the job.
 - (2) Infraction of either of the two rules set forth in (C) (1) above shall be cause for immediate dismissal of the Steward without any prior notice.

Section 23 - Recognized Holidays

The following days are recognized as holidays: Every Saturday and Sunday in the year, except as otherwise provided herein: New Year's Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, and Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

Martin Luther King Day will become a recognized holiday when and if the five basic crafts adopt it as a holiday.

Section 24 - Liability of the Parties

It is mutually understood and agreed that neither the Employer, the Union nor any Local Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement without authority of the respective party, provided that such action or conduct has not been specifically authorized, participated in, fomented or condoned by the Employer, the Union or the Local Union, as the case may be.

In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, Local Union, or the Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

Section 25 - Employees Not To Be Discharged For Recognizing Authorized Picket Lines

The parties to this Agreement recognize that it is vital to the unionized segment of the construction industry that the work opportunities of the employee and Employer signatory to this Agreement proceed without interruption because of disputes involving unions not signatory to an Agreement with the Employer.

No employee covered hereby may be discharged by Employer for refusing to cross a picket line established by a Local Union of the basic crafts.

Section 26A - Health and Welfare Plan, Pension/Annuity Plan, Vacation-Holiday-Dues Supplement Plan, Training-Retraining/Apprenticeship Plan

In continuation of the Laborers Health and Welfare Trust Fund for Northern California, the Laborers Pension/Annuity Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California and the Laborers Training-Retraining/Apprenticeship Trust Fund for Northern California (provided for in Trust Agreements dated March 4, 1953, August 2, 1963, April 1, 1985, June 4, 1963, November 19, 1968 and December 31, 1975, respectively, as amended and modified, and the appropriate plans adopted thereunder), Employer shall pay hourly contributions for each hour paid for and/or worked, including overtime pay, shift pay, show-up time pay and similar payments in accordance with the schedule specified in Supplement No. 1 under Area A Benefits.

Employer shall be subject to and entitled to the benefits of all of the provisions of the Trust Agreements specified herein establishing said Funds and any amendment or modification thereto. In order to provide for benefits to employees without disruption during periods of contract negotiations and to assure an orderly means of collecting Trust Fund contributions during such periods, employer agrees that he/she shall be obligated to contribute to each and every Trust Fund referred to in this Agreement for any period following their termination date of this Agreement unless and until a lawful impasse occurs or until a successor Agreement is negotiated. Each signatory employer further agrees that any and all said Trust Funds may enforce this obligation by action to collect such delinquent contributions filed in any court of competent jurisdiction.

The Health & Welfare Plan shall be supplemented to provide that the Trustees shall apply amounts from the contributions specified in this Agreement to such Plan for the purpose of providing benefits to employees retired pursuant to the provisions of the Laborers Pension Trust Fund for Northern California.

The parties agree that the Trustees of the Vacation-Holiday-Dues Supplement Trust Fund may allocate up to twenty-five percent (25%) of the applicable contributions for Holiday pay.

The Union and the Employer agree that the Employer covered by the Master Agreement may continue the coverage of their supervisory personnel above the rank of foreman in the Laborers Health & Welfare Trust Fund for Northern California, the Laborers Pension/ Annuity Trust Fund for Northern California, the Laborers Vacation-Holiday-Dues Supplement Trust Fund for Northern California, and the Laborers Training-Retraining/Apprenticeship Trust Fund for Northern California, by paying into all Trusts monthly on the basis of one hundred seventy hours (170) hours per month in accordance with the schedules set forth in the Master Agreement, regardless of the hours worked by any such employee in a month, provided, however, the Employer having made one (1) payment on an employee shall continue to make such a payments so long as the employee is in his employ.

At the discretion of the Trustees of said Trust, contributions to the Contract Administration Trust Fund may be increased up to an additional four (\$.04) cents per hour during the term of this Agreement.

An Employer who is found to be delinquent as a result of an audit will pay and satisfy such delinquency with accrued interest and in addition pay liquidated damages. All delinquent contributions shall bear simple interest at the rate of one and one-half percent (1.5%) per month until receipt of payment. Subject to accounting verification, liquidated damages shall be assessed on delinquent contributions at a flat rate of one hundred and fifty dollars (\$150.00) per month to reflect the internal administrative costs incurred by the trust administrators in monitoring and tracking such late contributions. The cost of any audit shall be borne by the Employer if the delinquency disclosed by the audit is in excess of one thousand dollars (\$1,000.00) and is not the result of a clerical error. When economic conditions warrant, the Trustees of the Trust Funds specified in this Agreement are authorized to amend the liquidated damages and interest provisions of this Agreement. Any adjustments implemented by the Trustees shall be reflective of true increases in the administrative and legal costs associated with the recovery of delinquent Trust Fund contributions.

Section 26B - Delinquency Withdrawals

In the event that the Board of Trustees of a fund into which the Employer is required to pay, determine that the Employer is delinquent in the making of any payments required by Section 26A hereof, it shall not be a violation of this Agreement, so long as such delinquency continues, if the Union takes economic action against such Employer and such economic action shall not be a strike or work stoppage within the terms of this Agreement.

In the event that any employees of any Employer should be withdrawn pursuant to any similar clause in any agreement between the Collective Bargaining Representative of the Employer and any other Union, then the Union may respect such withdrawal, and for the period thereof, may refuse to perform any work for such Employer and such refusal for such period shall not be a violation of this Agreement. Any employees so withdrawn or refusing to perform any work as herein provided shall not lose their status as employees but no such

employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Section 26C - Security For Employer Payments Into Trust Funds

Employer delinquent by one (1) or more months in making the payments set forth in Section 26A above shall be notified by mail by the Administrator of the Trust or Trusts applicable to such delinquency. Copies of such notices shall be sent to the Employer and to the Union. Delinquent Employer shall, within five (5) days of the receipt of such notice (certified mail), give a satisfactory bond in a sum equal to two (2) times the amount of the delinquency. Such amounts are to be determined by the Administrator of the Trust or Trusts applicable. Such bond is not in any way to be construed as in lieu of any payments required under this Agreement.

All such bonds shall be deposited with the Administrator and shall be in a form acceptable by the Administration of the various Trusts.

If the bond must be used to make any payments under Section 26A, the money shall be pro-rated among the amounts owed by Employer, with the first priority to the Vacation-Holiday-Dues Supplement Trust Fund, and the balance dispersed equally to the Health & Welfare, Pension/Annuity and Training-Retraining/ Apprenticeship Trusts.

Whenever Employer fails to deposit a satisfactory bond within the time provided by this Section, if the notice herein provided for has been given, the Local Union shall not be required to dispatch employees, and further economic action by the Union to obtain compliance of this Section will not be a violation of Section 8 of this Agreement.

Any employees so withdrawn or refusing to perform any work as herein provided, shall not lose their status as employees, but no such employee shall be entitled to claim or receive any wages or other compensation for any period during which he/she has been so withdrawn or refused to perform any work.

Whenever any Employer covered by this Agreement is delinquent with respect to the payment of any contributions or other sum of money due to any Trust Fund specified in

this Agreement, the Union may withdraw workers and place appropriate pickets at the premises of the Employer or places where said Employer is performing work.

Section 26D - Supplemental Dues

Effective July 1, 2014, for all work performed, upon authorization as required by law, the amount of twenty cents (\$0.20) per hour for each hour paid or worked, shall be transmitted from the Vacation-Holiday benefit of each laborer and shall be remitted directly to the Union.

The Union shall bear all responsibility and liability for ensuring that any and all sums received as supplemental dues are supported by proper written authorization from the employee. The Union shall indemnify, defend and hold the Individual Employer harmless to the maximum extent permitted by law from any and all claims, liability and damages arising from contentions and/or findings that supplemental dues have been collected in an unauthorized or otherwise improper manner.

Section 27 - General Saving Clause

It is not the intent of either party hereto to violate laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter or 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, rulings or regulations; 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. The clauses hereof relating to "Hiring," Section 3A hereof, and "No Cessation of Work," Section 8 hereof, are intended to be inseparable and mutually interdependent. Should either of such sections be held or determined to be illegal or void for any reason, then both of said clauses shall forthwith become of no further force or effect, and neither party shall by implication be bound thereby. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. It is the intent of the parties to this Agreement that each and every, all and singular, of the provisions of this Agreement be fully in accordance with Federal and State Law. Its interpretation and the interpretation of each of the provisions of this Agreement is therefore intended to apply no broader than that permitted by law.

Section 28 - Change of Name or Style

This Agreement is binding upon Employer regardless of whether he/she changes the name or style or address of his/her or their business. Employer shall give notice in writing to said District Council of any intent to change the name, style or address of his/her or its business or to perform business under more than one name or style or at more than one address, prior to the adoption of a new or different name, style or address, or the addition of new names or styles or addresses, as specified herein.

Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.

Section 29 - Warranty

Each of the persons executing this Agreement on behalf of Employer or Unions hereby warrants his/her authority to execute this Agreement and to bind the respective party on whose behalf he/she signs.

Section 30 - Effective and Termination Date

This Agreement shall be effective as of the 1st day of July, 2014, and remain in effect without reopening for any purpose until the 30th day of June, 2019, and shall continue from year to year thereafter, unless either of the Collective Bargaining Representatives shall give written notice to the other of a desire to change the wages, hours and working conditions hereof not more than ninety (90) and not less than sixty (60) days prior to June 30th of any succeeding year.

The parties to this Agreement recognize the necessity of assuring the competitive position of the parties within the industry during the term of this Agreement. Consistent with that recognition, the parties will continually monitor the effectiveness of this Agreement relative to specific geographic or market area and will endeavor, by mutual agreement, to initiate such modifications to the Agreement during its term as may be necessary to assure the work opportunities of the employees and the competitive position of the Employer.

It is agreed that in the event either party should exercise its rights under the paragraph first above set out, they will for a period of sixty (60) days prior to the 30th day of June, 2019 or June 30th of any succeeding year bargain with each other with respect to all wage rates, working conditions and hours of employment for the work herein covered.

Should an impasse be reached during the course of future negotiations to amend and/or extend the present Agreement, or during the course of negotiations over a new agreement, either party may submit the items in dispute to the Dispute Settlement Board established in the AGC-Basic Trades Joint Labor Management Committee Impasse Settlement Plan for resolution. The findings of the Dispute Settlement Board shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by respective officers duly authorized to do so, this _____ day of _____, 2014.

FOR THE EMPLOYER:

ASSOCIATED GENERAL CONTRACTORS
OF CALIFORNIA, INC.

FOR THE UNION:

NORTHERN CALIFORNIA DISTRICT
COUNCIL OF LABORERS of the LABORERS'
INTERNATIONAL UNION OF NORTH
AMERICA

By _____
Tom Holsman, Chief Executive Officer

By _____
Oscar De La Torre, Business Manager

SUPPLEMENT NO. 1

GARDENERS, HORTICULTURAL & LANDSCAPE WORKERS

The below rates shall apply to the following Area A counties: Lake, Marin, Mendocino, San Francisco, and Sonoma.

CLASSIFICATION/RATES PER HOUR:

EFFECTIVE DATE	7/1/13	7/1/14	7/1/15	7/1/16	7/1/17	7/1/18
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Gardeners, Horticultural and Landscape Laborers
(New Construction)

RATE A	\$27.64	\$28.14	\$....*	\$....*	\$....*	\$....*
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Service Landscape Laborers
(Establishment Warranty Period)

RATE A	\$21.33	\$21.83	\$....*	\$....*	\$....*	\$....*
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The overtime rates provided in paragraph 5 of Section 20A shall apply only to service landscape laborers (establishment warranty period) for work in excess of forty (40) hours in any one (1) week, or in excess of eight (8) hours in any one (1) day.

Service landscape laborers (establishment warranty period), may be required to work any five (5) days out of the week on any shift.

LANDSCAPE LABORER TRAINEE

A new classification, Landscape Laborer Trainee, is based on an eighteen (18) month training program, as follows:

EFFECTIVE DATE	7/1/13	7/1/14	7/1/15	7/1/16	7/1/17	7/1/18
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RATE A

1st 6 mos. @ 70%	\$19.35	\$19.70	\$....*	\$....*	\$....*	\$....*
2nd 6 mos. @ 80%	\$22.11	\$22.51	\$....*	\$....*	\$....*	\$....*
3rd 6 mos. @ 90%	\$24.88	\$25.33	\$....*	\$....*	\$....*	\$....*

(The above rates are wages only. Fringe Benefits are the same as in Section 28A of the Laborers' Master Agreement.)

Prior to employment, the Employer must submit in writing any request for employees from the Local Union; and, all employees must be referred by the Local Union in the area of work.

The ratio of Trainees shall be: One (1) in three (3), with the understanding that each Individual Contractor utilizing the Trainee Classification must employ at least one (1) Second Period Trainee in the Second Period of the Agreement and at least one (1) Third Period Trainee in the Third Period of the Agreement before being eligible to employ another First Period Trainee.

RATE A BENEFITS

EFFECTIVE DATE	7/1/13	7/1/14	7/1/15	7/1/16	7/1/17	7/1/18
Health & Welfare	\$6.34	\$6.54	\$ *	\$ *	\$ *	\$ *
Retiree Health & Welfare	\$0.30	\$0.30	\$ *	\$ *	\$ *	\$ *
Pension	\$8.96	\$8.96	\$ *	\$ *	\$ *	\$ *
Annuity	\$0.51	\$1.14	\$ *	\$ *	\$ *	\$ *
Vacation/Holiday/						
Dues Supplement	\$2.63	\$2.63	\$ *	\$ *	\$ *	\$ *
Training-Retraining/						
Apprenticeship/LECET	\$0.39	\$0.41	\$ *	\$ *	\$ *	\$ *
Industry Stabilization	\$0.14	\$0.14	\$ *	\$ *	\$ *	\$ *
Contract Administration	<u>\$0.08</u>	<u>\$0.08</u>	\$ *	\$ *	\$ *	\$ *
	\$19.35	\$20.20				

LANDSCAPE/IRRIGATION TECHNICIANS I, II, III, AND IV

There are hereby new classifications exclusive to the Landscape and Irrigation industry called Landscape/Irrigation Technician II, Landscape/Irrigation Technician III, and Landscape/Irrigation Technician IV. The below rates shall apply to the following Area A counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba.

The base wage rates for these classifications are as follows:

EFFECTIVE DATE	7/1/13	7/1/14	7/1/15	7/1/16	7/1/17	7/1/18
Landscape/Irrigation						
Technician I	\$27.40	\$....*	\$....*	\$....*	\$....*	\$....*
Technician II	\$18.67	\$....*	\$....*	\$....*	\$....*	\$....*
Technician III	\$13.97	\$....*	\$....*	\$....*	\$....*	\$....*
Technician IV	\$11.00	\$....*	\$....*	\$....*	\$....*	\$....*

Fringe benefits for Landscape/ Irrigation Technicians I shall be as follows:

Health & Welfare	\$5.74	\$....*	\$....*	\$....*	\$....*	\$....*
Pension	\$2.16	\$....*	\$....*	\$....*	\$....*	\$....*
Vacation-Holiday-						
Dues Supplement	\$1.56	\$....*	\$....*	\$....*	\$....*	\$....*
Training & Retraining	\$0.45	\$....*	\$....*	\$....*	\$....*	\$....*
Contract Administration	\$0.04	\$....*	\$....*	\$....*	\$....*	\$....*
Industry Stabilization	\$0.05	\$....*	\$....*	\$....*	\$....*	\$....*

Fringe benefits for Landscape/ Irrigation Technicians II and III shall be as follows:

Health & Welfare	\$5.74	\$...*	\$...*	\$...*	\$...*	\$...*
Vacation-Holiday-						
Dues Supplement	\$1.50**	\$...*	\$...*	\$...*	\$...*	\$...*
Training & Retraining	\$0.45	\$...*	\$...*	\$...*	\$...*	\$...*
Contract Administration	\$0.04	\$...*	\$...*	\$...*	\$...*	\$...*

Fringe benefits for Landscape/Irrigation Technicians IV shall be as follows:

Health & Welfare	\$5.74	\$...*	\$...*	\$...*	\$...*	\$...*
Vacation-Holiday-						
Dues Supplement	\$1.17**	\$...*	\$...*	\$...*	\$...*	\$...*
Training & Retraining	\$0.45	\$...*	\$...*	\$...*	\$...*	\$...*
Contract Administration	\$0.04	\$...*	\$...*	\$...*	\$...*	\$...*

*To be determined.

**The dues supplement amount for Landscape/Irrigation Technicians II, III, and IV shall be twenty cents (\$0.20).

The Union retains the right to adjust the fringe benefits, and, or allocate future increases, between wages and benefits provided that the total cost to the employer does not exceed the total compensation package provided for in the Prevailing Wage Determinations for Pipe Trades published by the State Labor Commissioners Officer.

Special Note: The wage rates for Landscape/Irrigation Technicians I, II, III, and IV will be adjusted during the life of this Agreement to remain comparable to classifications set forth in Prevailing Wage Determinations for Pipe Trades published by the State Labor Commissioner's Office. Increases granted to other classifications during the life of this Agreement will not apply to Tech I, II, III, and IV, unless they become part of the published prevailing wage rate Ratio:

The first employee on the job site will be Landscape/Irrigation Technician II. The second employee may be a Landscape/Irrigation Technician III, or a Landscape/Irrigation Technician IV. The third employee shall be a Landscape/Irrigation Technician IV, if a Landscape/Irrigation Technician III is not on the job site. Thereafter each employee may be a Landscape/Irrigation Technician II, III, IV. The appointment of a foreman shall be at the discretion of the employer.

The "Prevailing Wage Rate Determination" comparisons for the "Landscape/Irrigation Technician Laborer" classifications are as follows:

- See Pipe Trade Sub-Journeyman classification.
- Landscape/Irrigation Technician I—Landscape Pipefitter
- Landscape/Irrigation Technician II—Landscape Assistant Journeyman
- Landscape/Irrigation Technician III—Landscape Tradesman II
- Landscape/Irrigation Technician IV—Landscape Tradesman I

The Landscape/Irrigation Technicians I, II, III, and IV classifications are not applicable in the counties of San Francisco, Marin, Sonoma, Mendocino and Lake.

At the discretion of the Business Manager, the initiation fee for current members of UA Local 355 may be waived for Landscape/Irrigation Technicians II, III, and IV. The full initiation fee shall apply for the Landscape/Irrigation Technician I. The dues for Landscape/Irrigation Technicians II, III, and IV shall be twenty dollars (\$20) per month. Regular dues shall apply for the Landscape/Irrigation Technician I.

SUPPLEMENT NO. 2

LABORERS' APPRENTICESHIP PROGRAM

AREA A - The below shall apply to the following Area A counties: Lake, Marin, Mendocino, San Francisco, and Sonoma.

New applicants for union membership, who cannot demonstrate a minimum of 3,600 hours of experience as a Construction Craft Laborer shall enter the Laborers Apprenticeship Program (Apprenticeship Program). If an applicant is designated a journey-level Laborer by a referring Individual Employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such Employees shall be considered provisional journey-level Laborers and may retain that status so long as they are employed by the designating Individual Employer. Any provisional journey-level Laborer who is laid-off or otherwise discharged prior to working 3,600 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.

Individual Employers shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. When four (4) journey-level Laborers are employed on a project for a particular Individual Employer, the next employee hired to perform Laborers' work must be an apprentice and this ratio will be continued for every four (4) additional Laborers being employed on the Project. On projects with fewer than four (4) journey-level Laborers an Individual Employer may employ one (1) apprentice per project with at least one (1) journey-level Laborer.

The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.

All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The Individual Employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Individual Employer.

Entry into the Apprenticeship Program shall be controlled by the Laborers Joint Apprenticeship Training Committee (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journey-level Laborers after their employment with a referring Individual Employer is terminated.

An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Individual Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all

reassignments. An apprentice shall not work on the jobsite unless supervised by a journey-level Laborer.

The Individual Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall not be penalized for taking time off from work to receive RSI as required by the Apprenticeship Program. The Laborers Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI requirements the apprentice must satisfy. The Program will assist the Individual Employer in meeting its apprentice ratio requirements.

An apprentice who fails to maintain his/her apprenticeship status shall not be eligible for employment as a journey-level Laborer unless he/she successfully completes the Apprenticeship Program after reinstatement by the JATC. Reinstatement is at the sole discretion of the JATC. If reinstatement is denied, an apprentice may reapply for entry into the Apprenticeship Program after waiting one (1) year from the date he/she was terminated from the Apprenticeship Program. The failure of any apprentice to maintain his/her apprenticeship status shall obligate the Individual Employer to discharge such person upon written notice from the Apprenticeship Program.

Apprentice wage and fringe benefit rates shall be:

Hours of Credit	Wage Rate	Fringe Benefits
1 - 600	65% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization
601 - 1200	70% of Journey Worker	Health & Welfare, Training, Vacation Holiday Dues Supplement (current Supplemental Dues amount only), Contract Administration and Industry Stabilization
1201 - 1800	75% of Journey Worker	Full benefits
1801 - 2400	80% of Journey Worker	Full benefits
2401 - 3000	85% of Journey Worker	Full benefits
3001 - 3600	90% of Journey Worker	Full benefits

Journey Worker rates are based on the Group 3 Laborer rate.

The Employer may pay a higher rate at its option. However, the apprentice must meet his or her commitments to the JATC regardless of compensation.

AREA B - The below shall apply to the following Area A counties: Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Kings, Lassen, Madera, Mariposa, Merced, Modoc, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Sierra, Shasta, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo, and Yuba. New applicants for union membership, who cannot demonstrate a minimum of 4,000 hours of experience as a Landscape Laborer shall enter the Laborers Apprenticeship Program (Apprenticeship Program). If an applicant is designated a journey-level Laborer by a referring Individual Employer who states in writing that the applicant's knowledge and experience warrants journey-level status, such Employees shall be considered provisional journey-level Laborers and may retain that status so long as they are employed by the designating Individual Employer. Any provisional journey-level Laborer who is laid-off or otherwise discharged prior to working 4,000 hours may not be placed on a journey-level out of work list until assessed by the Apprenticeship Program.

Individual Employers shall participate in the Apprenticeship Program by accepting apprentices for employment upon referral by the Union. An Individual Employer shall employ at least one (1) but no more than two (2) apprentice Landscape Laborers for every three (3) journey-level Landscape Laborers who are employed on a project. On projects where there are only one or two journey-level Landscape Laborers, the Employer may employ one apprentice.

The Apprenticeship Standards approved by the Division of Apprenticeship Standards of the State of California are hereby incorporated by reference as part of this Agreement.

All apprentices shall be properly dispatched through the appropriate Local Union's hiring hall. The Individual Employer must secure a dispatch from the appropriate Local Union for any apprentices employed by the Individual Employer.

Entry into the Apprenticeship Program shall be controlled by the Laborers Joint Apprenticeship Training Committee (JATC), which shall employ appropriate screening procedures. An apprentice in good standing advances from one level to another only upon determination of satisfactory performance by the JATC, which shall have the authority to grant accelerated credit where warranted by the performance of an individual apprentice. The JATC may also grant credited hours to an apprentice who received work experience and/or training prior to entry into the Apprenticeship Program. The JATC will not unreasonably withhold entry and advancement in the Apprenticeship Program for provisional journey-level Laborers after their employment with a referring Individual Employer is terminated.

An apprentice should, whenever possible, be rotated by the Individual Employer through different types of work so as to become trained in a variety of operations and work skills. Where the Individual Employer is unable to provide an apprentice with experience in the full range of craft skills causing the apprentice to exceed the number of hours allotted to a given work process, the JATC may coordinate with the Local Union to reassign the apprentice to other employment in order to provide that experience. For so long as the Individual Employer is able to provide the necessary range of employment experience, the Individual Employer may choose to retain the apprentice from job to job but shall notify the Local Union and JATC of all reassignments. An apprentice shall not work on the jobsite unless supervised by a journey-level Laborer.

The Individual Employer shall release the apprentice to enroll in Related and Supplemental Instruction (RSI) when the apprentice is notified of mandatory training. An apprentice shall not be penalized for taking time off from work to receive RSI as required by the Apprenticeship

Program. The Laborers Apprenticeship Program shall endeavor to notify the Individual Employer of any upcoming RSI requirements the apprentice must satisfy. The Program will assist the Individual Employer in meeting its apprentice ratio requirements.

An apprentice who fails to maintain his/her apprenticeship status shall not be eligible for employment as a journey-level Laborer unless he/she successfully completes the Apprenticeship Program after reinstatement by the JATC. Reinstatement is at the sole discretion of the JATC. If reinstatement is denied, an apprentice may reapply for entry into the Apprenticeship Program after waiting one (1) year from the date he/she was terminated from the Apprenticeship Program. The failure of any apprentice to maintain his/her apprenticeship status shall obligate the Individual Employer to discharge such person upon written notice from the Apprenticeship Program.

Apprentice wage and fringe benefit rates shall be:

<u>Hours of Credit</u>	<u>Wage Rate</u>	<u>Fringe Benefits</u>
1 – 800	65% of Journey Worker (Area A)	Health & Welfare, Vac/Hol/Dues Supp.
	50% of Journey Worker (Area B)	Training and Other Payments
801 – 1600	70% of Journey Worker (Area A)	Same as above
	55% of Journey Worker (Area B)	
1601 – 2400	75% of Journey Worker (Area A)	Same as above
	60% of Journey Worker (Area B)	
2401 – 3600	80% of Journey Worker (Area A)	Full benefits
	70% of Journey Worker (Area B)	
3601 – 4000	85% of Journey Worker (Area A)	Full benefits
	80% of Journey Worker (Area B)	

The Employer may pay a higher rate at its option. However, the apprentice must meet his or her commitments to the JATC regardless of compensation.

**APPRENTICE WAGE & FRINGE BENEFIT RATES
EFFECTIVE JANUARY 1, 2014**

Landscape Laborer

	Wage Rate "A" \$27.64 (Marin, Mendocino, San Francisco & Sonoma Counties)	Rate "B" \$27.40 (All other counties)
1 st Period (65%)	1 – 800 hours \$17.97	50% \$13.70
2 nd Period (70%)	801 – 1600 hours \$19.35	55% \$15.07

3 rd Period (75%)	1601 – 2400 hours	\$20.73	60%	\$16.44
4 th Period (80%)	2401 – 3200 hours	\$22.11	70%	\$19.18
5 th Period (85%)	3201 – 4000 hours	\$23.49	80%	\$21.92

Fringe Benefits

Area A - Per Master Agreement Apprenticeship Fringe Benefit Rates

Fringe Benefits

Area B – As Follows:

	<u>1 – 2400 hours</u>	<u>2401 – 4000 hours</u>
Health & Welfare	\$5.74	\$5.74
Pension	\$0.00	\$2.16
Vac/Hol/Dues Supp.	\$1.17	\$1.56
Training	\$0.45	\$0.45
Other	<u>\$0.09</u>	<u>\$0.09</u>
Total	\$7.45	\$10.00

Work Day:

Eight (8) consecutive hours (exclusive of meal period), shall constitute a day's work for straight-time rates unless the job or project is on a four ten hour day work week (4X10) in which the work day shall be (10) consecutive hours (exclusive of meal period) at straight time rates. One and one-half (1 ½) times the regular straight time hourly rate shall be paid for all work on Saturdays (except make-up day) and before a shift begins and after it ends. Double the regular straight time hourly rate shall be paid for all work on Sundays and holidays.

SUPPLEMENT NO. 3

ZONE PAY

Zone pay at three dollars (\$3.00) per hour will be added to the base rate for work performed outside the Free Zone described by the following boundaries along Township and Range lines.

MAP DESCRIPTION FOR AREA FREE ZONE.

The following is a description based upon township and Area free zones for all of Northern California within the following lines:

1. Commencing in the Pacific Ocean on the extension of the Southerly line of Township 19S, of the Mount Diablo Base and Meridian,
2. Thence Easterly along the Southerly line of Township 19S, to the Northwest corner of Township 20S, Range 6E,
3. Thence Southerly to the Southwest corner of Township 20S, Range 6E,
4. Thence Easterly to the Northwest corner of Township 21S, Range 7E,
5. Thence Southerly to the Southwest corner of Township 21S, Range 7E,
6. Thence Easterly to the Northwest corner of Township 22S, Range 9E,
7. Thence Southerly to the Southwest corner of Township 22S, Range 9E,
8. Thence Easterly to the Northwest corner of Township 23S, Range 10E,
9. Thence Southerly to the Southwest corner of Township 24S, Range 10E,
10. Thence Easterly to the Southwest corner of Township 24S, Range 31E,
11. Thence Northerly to the Northeast corner of Township 20S, Range 31E,
12. Thence Westerly to the Southeast corner of Township 19S, Range 29E,
13. Thence Northerly to the Northeast corner of Township 17S, Range 29E,
14. Thence Westerly to the Southeast corner of Township 16S, Range 28E,
15. Thence Northerly to the Northeast corner of Township 13S, Range 28E,
16. Thence Westerly to the Southeast corner of Township 12S, Range 27E,
17. Thence Northerly to the Northeast corner of Township 12S, Range 27E,
18. Thence Westerly to the Southeast corner of Township 11S, Range 26E,
19. Thence Northerly to the Northeast corner of Township 11S, Range 26E,
20. Thence Westerly to the Southeast corner of Township 10S, Range 25E,
21. Thence Northerly to the Northeast corner of Township 9S, Range 25E,
22. Thence Westerly to the Southeast corner of Township 8S, Range 24E,
23. Thence Northerly to the Northeast corner of Township 8S, Range 24E,
24. Thence Westerly to the Southeast corner of Township 7S, Range 23E,
25. Thence Northerly to the Northeast corner of Township 6S, Range 23E,
26. Thence Westerly to the Southeast corner of Township 5S, Range 20E,
27. Thence Northerly to the Northeast corner of Township 5S, Range 20E,
28. Thence Westerly to the Southeast corner of Township 4S, Range 19E,
29. Thence Northerly to the Northeast corner of Township 1S, Range 19E,
30. Thence Westerly to the Southeast corner of Township 1N, Range 18E,
31. Thence Northerly to the Northeast corner of Township 3N, Range 18E,
32. Thence Westerly to the Southeast corner of Township 4N, Range 17E,
33. Thence Northerly to the Northeast corner of Township 4N, Range 17E,
34. Thence Westerly to the Southeast corner of Township 5N, Range 15E,
35. Thence Northerly to the Northeast corner of Township 5N, Range 15E,
36. Thence Westerly to the Southeast corner of Township 6N, Range 14E,
37. Thence Northerly to the Northeast corner of Township 10N, Range 14E,

38. Thence Easterly along the Southern line of Township 11N, to the California/Nevada State Border,
39. Thence Northerly along the California/Nevada State Border to the Northerly line of Township 17N,
40. Thence Westerly to the Southeast corner of Township 18N, Range 10E,
41. Thence Northerly to the Northeast corner of Township 20N, Range 10E,
42. Thence Westerly to the Southeast corner of Township 21N, Range 9E,
43. Thence Northerly to the Northeast corner of Township 21N, Range 9E,
44. Thence Westerly to the Southeast corner of Township 22N, Range 8E,
45. Thence Northerly to the Northeast corner of Township 22N, Range 8E,
46. Thence Westerly to the Northwest corner of Township 22N, Range 8E,
47. Thence Northerly to the Southwest corner of Township 27N, Range 8E,
48. Thence Easterly to the Southeast corner of Township 27N, Range 8E,
49. Thence Northerly to the Northeast corner of Township 28N, Range 8E,
50. Thence Westerly to the Southeast corner of Township 29N, Range 6E,
51. Thence Northerly to the Northeast corner of Township 32N, Range 6E,
52. Thence Westerly to the Northwest corner of Township 32N, Range 6E,
53. Thence Northerly to the Northeast corner of Township 35N, Range 5E,
54. Thence Westerly to the Southeast corner of Township 36N, Range 3E,
55. Thence Northerly to the Northeast corner of Township 36N, Range 3E,
56. Thence Westerly to the Southeast corner of Township 37N, Range 1W,
57. Thence Northerly to the Northeast corner of Township 38N, Range 1W,
58. Thence Westerly to the Southeast corner of Township 39N, Range 2W,
59. Thence Northerly to the Northeast corner of Township 40N, Range 2W,
60. Thence Westerly to the Southeast corner of Township 41N, Range 4W,
61. Thence Northerly to the Northeast corner of Township 42N, Range 4W,
62. Thence Westerly to the Southeast corner of Township 43N, Range 5W,
63. Thence Northerly to the California/Oregon State Border,
64. Thence Westerly along the California/Oregon State Border to the Westerly Boundary of Township Range 8W,
65. Thence Southerly to the Southwest corner of Township 43N, Range 8W,
66. Thence Easterly to the Southeast corner of Township 43N, Range 8W,
67. Thence Southerly to the Southwest corner of Township 42N, Range 7W,
68. Thence Easterly to the Southeast corner of Township 42N, Range 7W,
69. Thence Southerly to the Southwest corner of Township 41N, Range 6W,
70. Thence Easterly to the Northwest corner of Township 40N, Range 5W,
71. Thence Southerly to the Southwest corner of Township 38N, Range 5W,
72. Thence Westerly to the Northwest corner of Township 37N, Range 6W,
73. Thence Southerly to the Southwest corner of Township 35N, Range 6W,
74. Thence Westerly to the Northwest corner of Township 34N, Range 10W,
75. Thence Southerly to the Southwest corner of Township 31N, Range 10W,
76. Thence Easterly to the Northwest corner of Township 30N, Range 9W,
77. Thence Southerly to the Southwest corner of Township 30N, Range 9W,
78. Thence Easterly to the Northwest corner of Township 29N, Range 8W,
79. Thence Southerly to the Southwest corner of Township 23N, Range 8W,
80. Thence Easterly to the Northwest corner of Township 22N, Range 6W,
81. Thence Southerly to the Southwest corner of Township 16N, Range 6W,
82. Thence Westerly to the Southeast corner of Township 16N, Range 9W,
83. Thence Northerly to the Northeast corner of Township 16N, Range 9W,
84. Thence Westerly to the Southeast corner of Township 17N, Range 12W,
85. Thence Northerly to the Northeast corner of Township 18N, Range 12W,

86. Thence Westerly to the Northwest corner of Township 18N, Range 15W,
87. Thence Southerly to the Southwest corner of Township 14N, Range 15W,
88. Thence Easterly to the Northwest corner of Township 13N, Range 14W,
89. Thence Southerly to the Southwest corner of Township 13N, Range 14W,
90. Thence Easterly to the Northwest corner of Township 12N, Range 13W,
91. Thence Southerly to the Southwest corner of Township 12N, Range 13W,
92. Thence Easterly to the Northwest corner to Township 11N, Range 12W,
93. Thence Southerly into the Pacific Ocean, and,
94. Commencing in the Pacific Ocean on the extension of the Humboldt Base Line,
95. Thence Easterly to the Northwest corner of Township 1S, Range 2E,
96. Thence Southerly to the Southwest corner of Township 2S, Range 2E,
97. Thence Easterly to the Northwest corner of Township 3S, Range 3E,
98. Thence Southerly to the Southwest corner of Township 5S, Range 3E,
99. Thence Easterly to the Southeast corner of Township 5S, Range 4E,
100. Thence Northerly to the Northeast corner of Township 4S, Range 4E,
101. Thence Westerly to the Southeast corner of Township 3S, Range 3E,
102. Thence Northerly to the Northeast corner of Township 5N, Range 3E,
103. Thence Easterly to the Southeast corner of Township 6N, Range 5E,
104. Thence Northerly to the Northeast corner of Township 7N, Range 5E,
105. Thence Westerly to the Southeast corner to Township 8N, Range 3E,
106. Thence Northerly to the Northeast corner of Township 9N, Range 3E,
107. Thence Westerly to the Southeast corner of Township 10N, Range 1E,
108. Thence Northerly to the Northeast corner of Township 13N, Range 1E,
109. Thence Westerly into the Pacific Ocean,
excluding that portion of Northern California contained within the following lines:
110. Commencing at the Southwest corner of Township 12N, Range 11E, of the Mount
Diablo Base and Meridian,
111. Thence Easterly to the Southeast corner of Township 12N, Range 16E,
112. Thence Northerly to the Northeast corner of Township 12N, Range 16E,
113. Thence Westerly to the Southeast corner of Township 13N, Range 15E,
114. Thence Northerly to the Northeast corner of Township 13N, Range 15E,
115. Thence Westerly to the Southeast corner of Township 14N, Range 14E,
116. Thence Northerly to the Northeast corner of Township 16N, Range 14E,
117. Thence Westerly to the Northwest corner of Township 16N, Range 12E,
118. Thence Southerly to the Southwest corner of Township 16N, Range 12E,
119. Thence Westerly to the Northwest corner of Township 15N, Range 11E,
120. Thence Southerly to the point of beginning at the Southwest corner of Township 12N,
Range 11E.

Zone Pay and map changes shall apply for work bid after June 30, 2012.

All areas other than free zones shall be subject to the payment of Zone Pay.

The Individual Employer shall not be required to pay Zone Pay to employees employed by an Individual Employer in a permanent yard or shop or plant and employees employed by an Individual Employer on residential construction projects (not camps); subdivisions; buildings of three (3) stories or less including utilities and site work related to these buildings; streets, roadways and utilities which are a part of a residential construction project.

Zone pay shall not be applicable within the city limits of the following cities or towns:

Auburn, Coalinga, Crescent City, Exeter, Grass Valley, Greenfield, Jackson, Jamestown, Lindsay, Mariposa, Nevada City, Placerville, Porterville, Sonora, Strathmore, Terrabella, Tuolumne, Twain Harte, Woodlake or Yreka.

Zone Pay shall apply to publicly financed camps, highways, dams, tunnels, power facilities, defense facilities, utilities (except as provided above), sewage disposal plants and heavy engineering projects together with the camps, warehouses, offices or facilities constructed in connection with such latter projects.

No Zone Pay shall be paid on a job located within the right of way of a road or highway forming part of the boundary of the Zone Pay area.

If a road or highway forming part of the boundary of a Zone Pay Area is relocated, such relocated road or highway upon being officially opened shall form a part of the boundary of the Zone Pay Area in place of the old road.

When the work is to be performed in the Zone Pay Area, each employee employed to perform work covered by this Agreement shall receive the Zone Pay specified herein.

When the work to be performed is in the Free Zone, such employees shall not be entitled to receive Zone Pay; provided, however, if two or more hours of compensable time (straight time or premium time) are worked by said employee in the Zone Pay Area, he/she shall be entitled to be paid appropriate Zone Pay for all hours worked.

SCHEDULE "A"

NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS HIRING HALL LOCATIONS

<u>Local Hours</u>	<u>City</u>	<u>Street Address</u>	<u>Phone Number</u>	<u>Dispatch</u>
67*	Oakland	8400 Enterprise Way, #119	510-569-4761	7:00-9:00 a.m.
67*	Sacramento	2717 Cottage Way, #12	916-482-2607	7:00-9:00 a.m.
73	Stockton	2841 E. Myrtle St.	209-466-3356	6:30-9:00 a.m.
166	Oakland	8400 Enterprise Way, Rm 109	510-568-0141	7:00-9:00 a.m.
185	Sacramento	1320 W. National Drive	916-928-8300	6:30-9:00 a.m.
185	Redding	2865 Churn Creek Rd., #D	530-221-0961	6:30-9:00 a.m.
185	Yuba City	1650 Sierra Ave., #206	530-674-4707	6:30-9:00 a.m.
261	San Francisco	3271 18th Street	415-826-4550	6:30-9:00 a.m.
261	San Mateo	300 – 7th Ave.	650-344-7168	6:30-9:00 a.m.
261	Napa	(Phone Dispatch Only)	707-226-7971	6:30-9:00 a.m.
270	San Jose	509 Emory St.	408-297-2620	6:30-9:00 a.m.
270	Santa Cruz	640 Eaton St.	831-475-7058	6:30-9:00 a.m.
291	San Rafael	4174 Redwood Highway	415-492-0936	6:30-9:00 a.m.
294	Fresno	5431 East Hedges Ave	559-255-3019	6:30-9:00 a.m.
294	Visalia	319 N. Church St	559-734-9426	6:30-9:00 a.m.
297	Salinas	117 Pajaro St	831-422-7077	7:00-9:00 a.m.
304	Hayward	29475 Mission Blvd	510-581-4681	6:30-9:00 a.m.
304	Oakland	425 Roland Way	510-562-2662	No Dispatching
324	Martinez	611 Berrellesa St.	925-228-0930	6:30-9:00 a.m.
324	Pittsburg	1085 Cumberland	925-439-1021	6:30-9:00 a.m.
324	Richmond	101 S. 12th St.	510-234-1069	6:30-9:00 a.m.
324	Vallejo	2920 Sonoma Blvd, Ste B	707-643-7214	6:30-9:00 a.m.
324	Santa Rosa	81 Barham Avenue	707-542-1107	6:30-9:00 a.m.
886	Oakland	8400 Enterprise Way, Rm 110	510-632-0161	7:00-9:00 a.m.
1130	Modesto	2549 Yosemite Blvd., Ste K	209-521-9883	7:00-9:00 a.m.

*Asbestos

**Northern California District Council of Laborers
Union Plaza
4780 Chabot Drive, Suite 200
Pleasanton, CA 94588
Telephone 925-469-6800
Facsimile 925-469-6900
Office Hours: 7:00 a.m. to 5:00 p.m. Monday through Friday**